

COUNTY OF SAN MATEO

INTERDEPARTMENTAL CORRESPONDENCE

To: Honorable Board of Supervisors
From: County Manager
Subject: Resolution Authorizing Memorandum of Understanding Between San Mateo County Transit District and County of San Mateo Regarding Implementation of the Peninsula Corridor Plan
Date: December 10, 2001

RECOMMENDATION: Adopt a resolution authorizing the County Manager to execute a Memorandum of Understanding with the San Mateo County Transit District to provide funding in the amount of \$200,000 to pursue implementation of the Peninsula Corridor Plan.

Background:

The County, Samceda and SamTrans have worked collaboratively to promote the use of transit in order to reduce traffic congestion, encourage wise land use policies and promote an element of affordable/workforce housing with new development. These agencies wish to encourage cities with jurisdiction over areas containing transit facilities to promote transit friendly land uses. Towards that end, the partners have contracted for the services of Project for Public Spaces (PPS) to create the Peninsula Corridor Plan (PCP). PPS will work with interested cities to study and make recommendations for the creation of short term, cost effective improvements that will promote transit use and transit oriented development. This program is to be based on a locally oriented planning process and will be guided by key community stakeholders through a series of public meetings.

SamTrans has approved \$250,000 for the PCP. The proposal is for the County to contribute \$200,000 towards the PCP for an initial overview phase and work with six selected communities. Any monies collected from the cities or other outside sources by SamTrans for this purpose will be added to the PCP program in order to include as many communities as are interested.

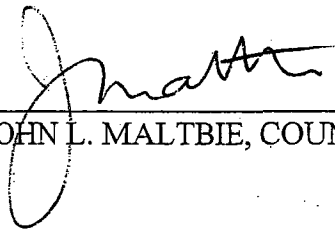
The proposed MOU would allow the County to provide SamTrans with funds specifically intended for the implementation of the PCP. SamTrans will serve as the fiscal agent, lead planner, and project manager for the PCP. The project shall be undertaken and accomplished in accordance with the terms and conditions specified in the MOU.

Honorable Board of Supervisors
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Fiscal Impact:

This action will result in the expenditure of \$200,000 from the County General Fund. The funds will be taken from Non-Departmental Revenue. The Memorandum of Understanding will be administered by the Human Services Agency.



JOHN L. MALTBIE, COUNTY MANAGER

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cc: Maureen Borland, Director, Human Services Agency

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

**RESOLUTION AUTHORIZING AND DIRECTING THE
COUNTY MANAGER TO EXECUTE A MEMORANDUM OF
UNDERSTANDING BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT
AND COUNTY OF SAN MATEO REGARDING IMPLEMENTATION OF
THE PENINSULA CORRIDOR PLAN**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, this Board, in order to increase the use of transit and reduce traffic congestion, desires to assist SamTrans in promoting better means of transit access from existing and proposed transit oriented development (TOD) through the Peninsula Corridor Plan (PCP) prepared by Project for Public Spaces; and

WHEREAS, SamTrans, through its bus transit service, management of Caltrain and participation in the development of the San Mateo County BART extensions, is the logical agency for development of TOD in San Mateo County and wishes to work with interested cities to promote better access to transit and TOD projects at Caltrain, BART and other transit facilities in the County; and

WHEREAS, SamTrans and COUNTY desire to enter into a formal contract in order to pursue implementation of the PCP, in the form of a Memorandum of Understanding which has been presented to this Board for its review and approval;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED that the Memorandum of Understanding is hereby approved, and the County Manager is hereby authorized and directed to execute the Memorandum of Understanding on behalf of the County of San Mateo.

* * * * *

MEMORANDUM OF UNDERSTANDING
between
SAN MATEO COUNTY TRANSIT DISTRICT
and
THE COUNTY OF SAN MATEO

This Memorandum of Understanding (“MOU”), effective _____ is entered into by and between the San Mateo County Transit District (“SamTrans”) and the County of San Mateo, (“COUNTY”).

WHEREAS, COUNTY, in order to increase the use of transit and reduce traffic congestion, desires to assist SamTrans in promoting better means of transit access from existing and proposed transit oriented development (TOD) through the Peninsula Corridor Plan (PCP) prepared by Project for Public Spaces; and

WHEREAS, SamTrans, through its bus transit service, management of Caltrain and participation in the development of the San Mateo County BART extensions, is the logical agency for development of TOD in San Mateo County and wishes to work with interested cities to promote better access to transit and TOD projects at Caltrain, BART and other transit facilities in the County;

WHEREAS, SamTrans and COUNTY desire to enter into a formal contract in order to pursue implementation of the PCP.

NOW, THEREFORE, BE IT RESOLVED that SamTrans and the COUNTY agree the undertaking shall be implemented in accordance with the following:

I. BACKGROUND

The COUNTY, Samceda and SamTrans have worked collaboratively to promote the use of transit in order to reduce traffic congestion, encourage wise land use policies and promote an element of affordable/workforce housing with new development. These agencies wish to encourage cities with jurisdiction over areas containing transit facilities to promote transit friendly land uses. Towards that end, these agencies have contracted for the services of Project for Public Spaces to create the Peninsula Corridor Plan (PCP) to work with interested cities to create short term, cost effective improvements that will promote transit use and transit oriented development. This program is to be based on a locally oriented planning process and will be guided by key community stakeholders through a series of public meetings.

SamTrans has approved \$250,000 for the PCP. The COUNTY will contribute \$200,000 towards the PCP for an initial overview phase and six selected communities. Any monies collected from the cities or other outside sources by SamTrans for this purpose will be added to the PCP program in order to include as many communities as are interested.

II. PURPOSE

The purpose of this MOU is to allow the COUNTY to provide SamTrans with funds specifically intended for the implementation of the PCP. SamTrans will serve as the fiscal agent, lead planner, and project manager for the PCP. The Project shall be undertaken and accomplished in accordance with the terms and conditions specified herein.

III. RESPONSIBILITIES AND COVENANTS

A. SamTrans shall ensure that all project requirements, stipulations, and terms and conditions remain in full force and effect.

B. SamTrans will revise its budget, if necessary, to include proposed expenditures for this particular program, will submit proof of these expenditures to COUNTY as a condition of cost reimbursement, and be responsible for maintaining all applicable records.

C. Neither party shall assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party.

D. This MOU can be amended, modified, or supplemented only by a writing signed by both parties.

E. SamTrans shall indemnify COUNTY, keep and save harmless, its officers, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature, and, arising out of or in connection with SamTrans' performance hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which was caused by the sole negligence or willful misconduct of COUNTY. COUNTY shall indemnify, keep and save harmless SamTrans, its officers, employees, agents, and volunteers from and against any and all liability, loss, damage, expense, costs (including, without limitation, costs and fees of litigation) of every nature, and, arising out of or in connection with COUNTY's performance hereunder or its failure to comply with any of its obligations contained in the Memorandum of Understanding, except such loss or damage which was caused by the sole negligence or willful misconduct of SamTrans. This provision shall survive the termination or expiration of this MOU.

F. Within thirty (30) working days of the end of each month, SamTrans shall prepare and submit requisitions to COUNTY for payment of Project costs. County shall approve each such request or notify SamTrans in writing of its reasons for disapproval within thirty (30) working days of receipt. COUNTY will disburse one hundred percent (100%) of the amount sought in each such request that is approved within thirty (30) working days of the approval.

G. SamTrans shall, consistent with Section §504 of the Rehabilitation Act of 1973, ensure that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination in the performance of this MOU.

H. SamTrans shall ensure that no person, on the grounds of race, color, religion, ancestry, sex, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or other related medical condition, marital status or political affiliation be denied any benefits or subject to discrimination under this MOU.

I. Both COUNTY and SamTrans shall ensure equal employment opportunity based on objective standards recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this MOU. Each party's equal employment policy shall be made to the other party upon request.

IV. TERM

This MOU shall expire upon the distribution to SamTrans, by COUNTY, of all funds for the Project, provided that the provisions of Sections III A and III E shall remain in full force and effect until all applicable obligations have been satisfied.

IN WITNESS WHEREOF, the parties have executed this MOU on the dates set forth below.

County of San Mateo

San Mateo County Transit District

By: _____
Title: _____

By: _____
Michael J. Scanlon
General Manager/ CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Chief Deputy County Counsel

Attorney