

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY TRANSIT DISTRICT
and
THE SAN MATEO COUNTY HUMAN SERVICES AGENCY

This Memorandum of Understanding ("MOU"), effective 30 days following the execution of this MOU is entered into by and between the San Mateo County Transit District ("SamTrans") and the San Mateo County Human Services Agency ("HSA").

WHEREAS, the HSA received a Lifeline Transportation Program ("LIFELINE") grant to complement existing transportation services by providing a Transportation Assistance Program for Low-Income Residents ("PROJECT"), and

WHEREAS, the PROJECT will provide bus passes for low-income youth, families, and individuals participating in self-sufficiency and family strengthening activities such as employment seeking, employment workshops, skill based training programs, emergency and health related needs, parenting skills workshops, anger management classes, family counseling and other identified self-sufficiency or family strengthening activities; and

WHEREAS, the Metropolitan Transportation Commission (MTC) programmed \$220,000 in State Transit Assistance ("STA") funding for the PROJECT; and

WHEREAS, the HSA is ineligible to receive STA funds directly while SamTrans is an eligible recipient; and

WHEREAS, SamTrans and the HSA desire to enter into a formal contract pursuant to the aforementioned funding for implementation of the said PROJECT;

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

I. BACKGROUND

The MTC established the Lifeline Transportation Program to fund both operating and capital projects that result in improved mobility for low income residents in the San Francisco Bay Area. The MTC has programmed a total of \$220,000 in STA funds to the HSA for the PROJECT on December 13, 2006. The MTC has requested that SamTrans, as the only eligible recipient of STA funds in San Mateo County, file annual claims for STA funds on behalf of the HSA. Since STA funds cannot be used for the purchase of bus passes, SamTrans will swap STA funds for local sales tax funds and pass-through the sales tax funds to HSA so that the HSA may proceed with the PROJECT.

II. PURPOSE

The purpose of this MOU is to memorialize the understanding between SamTrans and the HSA pursuant to which SamTrans passes-through revenues to the HSA specifically intended for the implementation of the PROJECT. The revenues SamTrans passes-through to the HSA for the foregoing purpose is ultimately reimbursed upon SamTrans' receipt of STA funds. SamTrans will file a claim for STA funds with the MTC and the HSA will serve as the lead planner and project manager for the PROJECT. Funds will be forwarded to the HSA only after the corresponding STA funds are received by SamTrans.

III. RESPONSIBILITIES AND COVENANTS

A. Compliance:

The HSA shall be solely responsible to comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of the LIFELINE-funded PROJECT which is covered by this agreement, including 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," all of which are incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. SamTrans agrees to abide by those requirements imposed upon it as "fiscal agent" or "recipient." The HSA agrees to abide by those requirements imposed upon it as the "subrecipient."

B. Service:

The HSA shall provide service through the PROJECT in accordance with the grant application which is attached as Appendix A and included in this MOU by reference.

C. Financial:

1. HSA will pay for bus passes and SamTrans will provide the bus passes to HSA. HSA is solely responsible for the assignment, distribution and use of the bus passes.
2. HSA shall sign the San Mateo County Transit District Commission Agency Contract (Appendix B) and keep the contract in effect for the duration of this MOU.
3. HSA shall receive the three percent discount available to vendors of bus passes obtained from SamTrans and used for the Project.
4. SamTrans has no obligation to provide funds in excess of \$220,000, the amount available from the Lifeline Transportation Program grant, unless there is approval from MTC of additional grant funding for the project. Upon receipt of such grant funding, SamTrans and the HSA shall determine in cooperation if the additional funding would change or modify the scope of the PROJECT and/or the terms of this agreement. If the changes do

change or modify the scope of the PROJECT and/or the terms of this agreement, SamTrans and HSA can make appropriate changes to this MOU in accordance with the procedures set forth in Section F herein.

5. SAMTRANS shall pay the \$220,000 in quarterly increments spread over the term of the MOU to the HSA as soon as the corresponding STA funds are received.

D. The HSA shall be responsible for all reporting required by the MTC for the funding program. The HSA shall also be responsible for maintaining all applicable records in compliance with auditing requirements and any other applicable fiscal responsibilities as stated in the agreement between the HSA and the MTC for the receipt of LIFELINE Funding.

E. 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.

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

G. All notices and communications deemed by either party to be necessary or desirable to be given to the other party shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the SAMTRANS:
San Mateo County Transit District (SamTrans)
Attn: April Chan, Director, Capital Program Support
1250 San Carlos Avenue
San Carlos, CA 94070-1306

If to the HSA:
San Mateo County Human Services Agency
Attn: Linda Holman
2500 Middlefield Rd.
Redwood City, CA 94063

H. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

I. The parties agree that any dispute arising from this MOU that is not resolved within 30 days by the parties' representatives responsible for the administration of this Agreement will be set forth in writing to the attention of SamTrans' Director of Capital Program Support and the HSA's Division Director, or designee, for resolution. In the event resolution cannot be reached, the parties may submit the dispute to mediation by a neutral party mutually agreed to by the parties hereto prior to initiating any formal action in court.

J. Either party may terminate this MOU upon sixty (60) working days' prior written notice for either party's failure to comply with the requirements of this MOU including the terms or conditions applicable to the use or disbursement of the LIFELINE grant funds. In the event of early termination the HSA will return all LIFELINE funds attributable to PROJECT costs after the day written notice of termination is given, except any costs reasonably and necessarily incurred by the HSA to effect such termination.

IV. INDEMNIFICATION

The HSA shall defend, indemnify, and hold harmless SamTrans, its Board of Directors, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or failure to act of the HSA, its officers, directors, employees, agents, or contractors or any of them in connection with this MOU. In the event of early termination, the HSA shall also defend, indemnify, and hold harmless SamTrans, its Board of Directors, representatives, agents and employees from and against all claims, suits, or demands from the MTC and/or State of California for reimbursement of LIFELINE funds attributable to PROJECT costs incurred subsequent to termination.

V. TERM

HSA shall provide transportation services through the PROJECT for three years following the execution of this MOU. It is understood by the parties that upon termination of the LIFELINE-funded PROJECT, the provisions of Section III D, IV, as well as Appendices A (Lifeline Transportation Program Grant Proposal, dated April 26, 2006) and B (Commission Agency Contract) shall remain in full force and effect until all applicable grant obligations have been satisfied.

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

County of San Mateo HSA

San Mateo County Transit District

By: _____
Rose Jacobs Gibson, President
San Mateo County Board of Supervisors

By: _____
Michael J. Scanlon
General Manager/CEO

Date

Date

APPROVED AS TO FORM:

Attorney

Date

San Mateo County
Transportation Assistance Program
For Low-Income Residents

*City/County Association of Governments
of San Mateo County
Grant Proposal*

Lifeline Transportation Program

Submitted By

*San Mateo County Human Services Agency
In partnership with the
San Mateo County CORE Services Agency Network*

April 26, 2006

San Mateo County Transportation Assistance Program for Low-Income
Residents

A. Project Information

Project Sponsor

Name of the applicant(s) San Mateo County Human Services Agency
 Contact person Linda Holman
 Address 2500 Middlefield Rd.
 Redwood City, CA 94063
 Telephone number (650) 599-5985
 Fax number (650) 839-0136
 E-mail address lholman@smchsa.org

Other Partner Agencies

Agency	Contact Person	Address	Telephone
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See next page for full list

Brief Description of Project:

This project will provide bus tokens, bus passes, and emergency taxi vouchers for low-income youth, families, and individuals participating in Self-Sufficiency and Family Strengthening activities such as: employment seeking; employment workshops; skill based training programs; emergency and health related needs; parenting skills workshops; anger management classes; family counseling; and other identified self-sufficiency or family strengthening activities.

Budget Summary

	\$	% of Total Project Budget
Amount of Lifeline funding requested:	\$250,000.00	68%
Amount of local match proposed:	\$117,680.00	32%
Total project budget:	\$367,680.00	100%

Other Partner Agencies

<u>NAME OF AGENCY</u>	<u>SERVICE AREA</u>
DALY CITY COMMUNITY SERVICES CENTER Contact Person: Wanda Nalls 350 - 90th Street, 1st Floor Daly City, CA 94015 Telephone: (650) 991-8007 Fax: (650) 991-8227	Colma, Daly City, and Broadmoor
TIDES CENTER/PACIFICA RESOURCE CENTER Contact Person: Pat Paik 1809 Palmetto Avenue Pacifica, CA 94044 Telephone: (650) 738-7470 Fax: (650) 359-2053	Pacifica
NORTH PENINSULA NEIGHBORHOOD SERVICES CENTER Contact Person: Karla Molina 600 Linden Avenue South San Francisco, CA 94080 Telephone: (650) 583-3373 or (650)588-8822	Brisbane, San Bruno, and South San Francisco
COASTSIDE OPPORTUNITY CENTER Contact Person: Cheri Parr 99 Avenue Alhambra/P.O. Box 1089 El Granada, CA 94018 Telephone: (650)726-9071	El Granada, Half Moon Bay, La Honda, Montara, Moss Beach, Pescadero, and San Gregorio
SAMARITAN HOUSE Contact Person: Kitty Lopez 401 No. Humboldt Street San Mateo, CA 94401 Telephone: (650)347-3648	Belmont, Burlingame, Foster City, Hillsborough, Millbrae, San Carlos, and San Mateo
FAIR OAKS COMMUNITY CENTER Contact Person: Teri Chin 2600 Middlefield Road Redwood City, CA 94063 Telephone: (650)780-7500 Fax: (650)298-8184	Atherton, North Fair Oaks, Portola Valley, Redwood City and Woodside
EMERGENCY SERVICES PARTNERSHIP Contact Person: Gloria Flores-Garcia 1798-B Bay Road East Palo Alto, CA 94303 Telephone: (650) 330-7432 Fax: (650) 321-7785	East Palo Alto and Menlo Park

Project Needs/Goals and Objectives

The Metropolitan Transportation Commission's (MTC) 2030 equity analysis has identified five communities of concern (COC) within San Mateo County: North San Mateo; East Palo Alto; North Fair Oaks; South San Francisco and San Bruno. The minority populations represented in the Travel Analysis Zones (TAZ) are approximately 84% with 37.3% identified as low income.

In the San Mateo County Welfare to Work Transportation Planning Project completed in April 2001, 2,314 CalWORKs participants and Medi-Cal recipients responded to a mail survey and identified the following barriers to transportation needs: Cost; Lack of Information; Low Awareness and Receptivity to Formal Carpool and Vanpool Programs; and Lack of Assistance with Low-interest Car Loans, Car repairs and Drivers Licenses. In the same report the key findings for transit gaps included: Lack of Reliable Transportation Options for Children; Lack of Affordable Options for Emergency Transportation; Lack of Transportation Options for Residents of East Palo Alto; and Lack of Evening and Weekend Transportation Options in the Redwood City, San Mateo, and Coastside HSA Service Corridors.

Transportation is a barrier for moving out of poverty for the low-income populations we serve:

- The foster youth who is nearing 18, but unable to participate in the life-skill support programs offered by the County due to lack of transportation;
- The parent who is unable to participate in parenting workshops or counseling sessions aimed at helping him/her to better support their at-risk child due to lack of transportation;
- The job seeker who is unable to get to their interviews due to lack of transportation.
- The senior who was able to arrange for an urgent care appointment with his doctor, but doesn't have a way to get there.

Although each of our agencies has some resources to provide transportation assistance, all of these resources are extremely limited. Most agencies are able to provide bus tokens, but few are able to provide bus passes on a regular basis. HSA currently administers an emergency taxi voucher program used by both HSA and the Core Agencies. The grant for this program is scheduled to expire on June 30th 2006, but HSA is seeking an extension of that program for a maximum of one more year. If the emergency taxi voucher program is extended for one year, grant funds will be spent on the emergency taxi voucher portion of the program beginning in the second year.

Utilizing the MTC 2030 Equity Analysis, the San Mateo County Welfare to Work Transportation Planning Project findings, and based on the needs we have identified, the San Mateo County Transportation Assistance Program for Low-Income Residents aims to mitigate the transportation need in San Mateo County by providing additional transportation solutions and options to approximately 1,500 participants per year.

The Goals and Objectives are as follows:

Improve transportation options and access for low-income youth, families, and individuals striving to achieve or maintain self-sufficiency and strengthen at-risk families by:

1. Providing transportation assistance and options to youth, families, and individuals participating in self-sufficiency activities.
2. Providing transportation assistance and options to enhance participation in family strengthening activities for families and at risk youth.

This project will result in the increased well-being and productivity of the transportation project recipients, and assist with removing transportation barriers for low-income residents in the identified communities of concern in San Mateo County.

Implementation Plan

To deliver this service to low-income residents, the HSA will purchase bus passes at a discount from SamTrans and utilize its already established emergency taxi voucher system. Participating agencies will continue to purchase and provide bus tokens. Procedures for distribution, tracking, monitoring, and evaluation will be developed. The distribution of transportation resources will be prioritized to serve the low-income populations throughout San Mateo County and will build on the existing requirements of the HSA's current system of distributing transportation resources for Child Welfare and CalWORKs clients. Because HSA and the Core Agency Network have offices/agencies specifically serving the MTC's identified Communities of Concern, C/CAG can be assured that low-income residents in these communities will be accessing this program. HSA will provide fiscal administration and distribution of transportation resources on a monthly basis. The project should service approximately 1,500 low income San Mateo County residents each year, and will be launched within 60 days of the grant award.

To implement the proposed project the partnership has identified the need to utilize a percentage of staff time to participate in the transportation grant activities. The staff activities include; writing up procedures for transportation resource distribution, program reporting; transportation case management/needs assessment at distribution points; and fiscal oversight by HSA. These areas can be covered by a Human Services Manager that will provide program oversight and reporting; case managers/community workers at county wide distribution points; and identified fiscal staff with HSA.

The project proposal submitted for consideration is an innovative approach to the transportation need identified in San Mateo County as 8 Human Service providers will work together and provide an effective and efficient program to deliver transportation resources to low-income residents of our community in a comprehensive and integrated service delivery model. The transportation resources will be tied to activities that promote self-sufficiency and family strengthening which contributes to the health and well being of children and families in our community.

Project Budget/Sustainability

Revenue	Year 1	Year 2	Year 3	TOTAL
Lifeline Program Funds*	\$83,334	\$83,333	\$83,333	\$250,000
County Human Services Agency (in-kind staff support and purchase of bus passes)	\$24,140	\$17,832	\$17,832	\$59,804
Core Services Agency Network (in-kind staff support and purchase of bus tokens)	\$17,292	\$17,292	\$17,292	\$51,876
SamTrans (in-kind discount on bus passes)	\$2,000	\$2,000	\$2,000	\$6,000
TOTAL REVENUE	\$126,766	\$120,457	\$120,457	\$367,680
Expenditures	Year 1	Year 2	Year 3	TOTAL
Operating Expenses (staff support and purchase of bus tokens, bus passes and taxi vouchers)	\$107,626	\$107,625	\$107,625	\$322,876
Capital Expense	\$0	\$0	\$0	\$0
Administrative Expenses	\$19,140	\$12,832	\$12,832	\$44,804
TOTAL EXPENSES	\$126,766	\$120,457	\$120,457	\$367,680
<i>* all Lifeline Program Funds will be used to purchase bus passes and emergency taxi vouchers.</i>				

The Low-income Transportation Program partnership will continue to research and explore funding for future sustainability throughout the Lifeline Transportation Grant program period.

Coordination and Program Outreach

San Mateo County Human Services agencies have a long history of partnership and shared leadership practices. The Low-Income Transportation Program grant proposal includes 8 services providers in San Mateo County and is consistently inclusive in its efforts to provide comprehensive integrated services to the community.

To continue these efforts the program sponsor in partnership with the CORE Services Agencies will provide informational sessions to staff and other community agencies alerting them to the transportation resources and procedures for accessing services.

Additionally, SamTrans staff supported the initial development of this project, and we expect to work closely with SamTrans as we move towards implementation.

Program Effectiveness

To demonstrate program effectiveness the partnership will provide two reports annually to the C/CAG that reflect the number of transportation units issued, communities served, and what the transportation unit was used for: i.e., self-sufficiency goals or family strengthening activities.

In an effort to ensure the transportation resources are being utilized to achieve project goals, the Low-Income Transportation Partnership will meet on a quarterly basis to review program effectiveness; discuss project challenges and create solutions; and to continue in the development of new and additional transportation funding resources.

Appendix B – Commission Agency Contract

**SAN MATEO COUNTY TRANSIT DISTRICT
COMMISSION AGENCY CONTRACT**

THIS AGREEMENT, made this ____ day of _____, 2007, between the SAN MATEO COUNTY TRANSIT DISTRICT, a public corporation of the State of California (“District”), 1250 San Carlos Avenue, San Carlos, California 94070, and, (San Mateo County Human Services Agency “Agent”).

WHEREAS, the District makes available for sale to the general public prepaid transportation books, monthly passes and tickets, and

WHEREAS, the Agent desires to engage in the distribution of prepaid transportation books, monthly passes and tickets to low-income youth, families, and individuals participating in Self-Sufficiency and Family activities served by the Agent,

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1. The District agrees as follows:
 - a. To deduct from the cost of all prepaid transportation books, monthly passes, and tickets of the District distributed by Agent a commission in an amount equal to three percent (3%) for each prepaid transportation item sold to the Agent during each report period.
 - b. To permit the Agent to deduct the monthly cost to which it is entitled by virtue of Paragraph 1.a. above from District funds in his possession when making remittance to the District as hereinafter provided for in Paragraph 2.d. below.
2. The Agent agrees as follows:
 - a. To distribute such prepaid transportation items as the District may supply to Agent in conformance with the Lifeline Transportation Funding Application in Appendix A and to furnish the public served by the Agent with timetables and brochures which the District will furnish Agent for distribution.
 - b. To maintain at (Agent) adequate facilities and premises for the distribution of prepaid transportation books, monthly passes, and tickets of the District, and for the display of timetables and brochures referred to in Paragraph 2.a. above. Agent shall reimburse, indemnify, hold harmless and defend the District from any and all expenses incurred and/or claims arising directly or indirectly from any neglect or failure to so maintain said facilities, premises and appurtenances in a safe condition.
 - c. To be liable for and protect at all times any property of the District in the care or under the supervision of Agent; and to reimburse the District for any loss or damage to such property. Agent has sufficient insurance in commercially reasonable amounts to cover any loss or damages. The title to all prepaid transportation books, monthly passes, and tickets shall be at all times in the District, it being the intention of this agreement that the Agent shall at all times be in the position of trustee of said prepaid transportation books, monthly passes, tickets and proceeds thereof for the District.

- d. To render reports of District business transacted of all prepaid transportation books, monthly passes and tickets distributed by the Agent during the period including and between the 21st day of each month and the 7th day of the following month to the District's office or the duly authorized representative no later than the 20th day of the month for which the passes are designated.
 - e. To permit authorized representatives of the District, during reasonable hours, to inspect and check all property of the District, and inspect and audit all records and accounts pertaining to the business of the District, kept or supervised by the Agent and to permit such authorized representatives, at their discretion, to collect all monies belonging to the District in the possession of the Agent.
 - f. To properly file and maintain accurate records of all District business transacted.
 - g. To place and maintain a suitable sign provided by the District designating the aforesaid premises as a sales agency of the District.
 - h. That the title to the District equipment, signs, etc. furnished to the Agent shall be in the District at all times and the Agent will return said property or pay for its value upon the termination of this agreement. Upon the termination of this agreement, the Agent will permit a representative of the District to remove all signs and any other evidence of the sale of prepaid transportation books, monthly passes and tickets which might lead the public to believe that the Agent is still the agent for the District.
 - i. To remove from the telephone directory or any other advertising medium any listing instituted by the Agent giving reference to the fact that it is Agent for the District as soon as possible upon notice of termination of this agreement.
3. It is mutually agreed:
- a. That the payment of the commission provided for in Paragraph 1.a. above or the payments of the cost of any bonds required in Paragraph 2.c. above, and the payment of the cost of any postage or money orders provided for in Paragraph 2.d. above shall constitute full and complete compensation to Agent for all facilities furnished and service rendered by Agent.
 - b. The District reserves no control over the Agent or any of his employees, subordinates, or associates, with respect to the manner in which the Agent's duties and obligations hereunder are performed. The Agent shall limit his activities for the District to the obligations and duties herein specified. Agent shall have no power to bind the District by contract or otherwise except as herein provided as to the sales of prepaid transportation books, monthly passes and tickets. The District reserves no control whatsoever over the employment, discharge, compensation of or services rendered by an employee, subordinate, and associate of Agent. The District shall not be responsible for the acts or omissions of said employees, subordinates, or associates, and Agent agrees to indemnify, defend and save the District harmless from any and all liabilities caused by or arising out of any such acts or omissions.
 - c. The term of this agreement shall be for successive periods of one month from the date hereinabove written subject to termination by at least thirty (30) days previous notice from either party to the other, or as otherwise provided herein. However, any default in the accounts or remittances of the Agent shall be

sufficient cause for the District to immediately terminate this agreement without notice and the Agent hereby authorizes the District so to do in that event. Furthermore, that any violation of any provision of this agreement which is not remedied within ten (10) days after notice thereof, shall also be sufficient cause for immediate termination of this agreement without further notice. All notices referred to herein shall be written and sent to the following persons;

- d. This agreement constitutes the entire commission agency contract between the parties and supersedes all oral and written communications or prior agreements.
- e. Agent shall not assign this agreement nor shall Agent delegate any of the duties or obligations hereunder without the written consent of the District.
- f. If the District shall, after default made by the Agent in any payment to be made by him, or in the performance of any covenant or agreement to be by him performed under this agreement, accept from the Agent any payment to be made by him for the performance of any covenant to be by the Agent performed under this agreement, or if the District after such default shall do any act or exercise any right, remedy, option or election permitted by this agreement, neither the acceptance of such payment nor the acceptance of such performance nor the doing of such act, nor the exercise of any such right, remedy, option, or election, shall be construed or deemed a waiver of such prior default, except only to the extent that such prior default shall be extinguished by the payment or performance so accepted by the District.
- g. Agent shall comply with all applicable federal, state and local laws and regulations in undertaking the obligations set forth in this Contract.
- h. This Contract, its interpretation and all work performed under it shall be governed by the laws of the State of California.
- i. If the District institutes any suit or actions to collect any money due under this contract from Agent, Agent shall pay the District any expenses incurred by the District in instituting and prosecuting such suit, including reasonable attorney's fees.

SAN MATEO COUNTY

SAN MATEO COUNTY TRANSIT DISTRICT

By: Rose Jacobs Gibson
 Title: President,
Board of Supervisors
 Signature: _____

By: _____
 Title: _____
 Signature: _____