

FUNDING AGREEMENT

Between METROPOLITAN TRANSPORTATION COMMISSION

And THE SAN MATEO MEDICAL CENTER

For LIFELINE TRANSPORTATION PROGRAM FUNDS

THIS AGREEMENT is made and entered into as of the 30th day of June, 2007, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code §66500 *et seq.*, and the County of San Mateo, San Mateo Medical Center, a subdivision of the State of California (herein called "RECIPIENT").

WITNESSETH

WHEREAS, MTC adopted Resolution 3726, which established program guidelines to be used for the funding and oversight of the Lifeline Transportation Program for projects to be funded for a three-year period beginning in Fiscal Year 2005-06; and

WHEREAS, Attachment A of Resolution 3726 set forth Lifeline Transportation Program guidelines and funding targets per county utilizing Congestion Mitigation and Air Quality (CMAQ), Job Access Reverse Commute (JARC) and State Transit Assistance (STA) funds; and

WHEREAS, pursuant to the guidelines set out in MTC Resolution 3726, each county selected projects through a competitive process; and

WHEREAS, MTC adopted Resolution 3788, which outlined the Lifeline Transportation Program of Projects selected by the counties; and

WHEREAS, RECIPIENT'S project to purchase a small bus to transport low-income and other older adults from their homes to medical and dental appointments is one such project;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

RECIPIENT agrees to perform or to engage a contractor to perform the project activities described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference

as though set forth in full. RECIPIENT agrees, in addition, to provide all necessary staff support to deliver the project activities in Attachment A.

2. TIME OF PERFORMANCE

The services funded by this Agreement shall commence on or after June 30, 2007, and RECIPIENT shall complete them by June 30, 2010, unless earlier terminated as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

A. Compensation. RECIPIENT estimates that it will cost two hundred twenty-two thousand dollars (\$222,000) to complete the Project described in Attachment A. MTC agrees to provide RECIPIENT up to one hundred eleven thousand dollars (\$111,000) for the purpose of funding the Project. RECIPIENT shall provide the remaining one hundred eleven thousand dollars (\$111,000) to fund the Project. MTC agrees to provide up to sixty thousand dollars (\$60,000) in a lump sum payment in year 1 of the Agreement. MTC agrees to provide the remaining fifty-one thousand dollars (\$51,000) on a cost reimbursement basis per year as follows. **Year 2:** MTC agrees to provide RECIPIENT, on a cost reimbursement basis, up to forty-eight percent (48%) of its project costs (based on an annual cost of seventy-seven thousand five hundred dollars (\$77,500)), or up to thirty-seven thousand dollars (\$37,000). RECIPIENT will provide the remaining fifty-two percent (52%) of the total project costs, and all staff support necessary to complete the Project, as set forth in Attachment B, Project Budget. **Year 3:** MTC agrees to provide RECIPIENT, on a cost reimbursement basis up to eighteen percent (18%) of its project costs (based on an annual cost of seventy-seven thousand five hundred dollars (\$77,500)), or up to fourteen thousand dollars (\$14,000). RECIPIENT will provide the remaining eighty-two percent (82%) of the total project costs, and all staff support necessary to complete the Project, as set forth in Attachment B, Project Budget.

B. Payments. For year 1, MTC agrees to pay up to sixty thousand dollars (\$60,000) to RECIPIENT subject to receipt of an invoice documenting the purchase price of the vehicle described in Attachment A, Scope of Work. Subject to Subarticle 3.A above, for years 2 and 3 of the project, MTC agrees to make payments to RECIPIENT on a quarterly basis in arrears of operations. RECIPIENT shall submit each invoice to MTC within thirty (30) days after the end of each quarter for which payment is sought covering costs for the project activities accomplished through the end of

such quarter, not covered by previously submitted invoices. Subject to Subarticle 3.C below, MTC will reimburse RECIPIENT as outlined in Subarticle 3A above.

Each quarterly invoice for these payments shall be supported by the following information: (i) A brief narrative progress report of the program, (ii) the total costs expended for the Project during the preceding quarter; (iii) the dollar amount requested for reimbursement; (iv) total costs expended for the Project activities to date; (v) the total amount paid by MTC under this Agreement to date; (vi) the required supporting quarterly reporting data as described in Attachment C, Quarterly Progress Reporting Requirements and (vii) any additional supporting data in a form and detail required by MTC.

Prior to submittal to MTC, RECIPIENT shall submit the above-mentioned documentation to the county Lifeline Program Administrator for review and approval. Following written approval of each quarterly invoice and supporting information by the Lifeline Program Administrator, RECIPIENT shall forward such documentation to MTC.

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager. RECIPIENT should deliver or mail invoices to MTC, as follows:

Accounting Department
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700

C. Maximum Payment. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under this Agreement exceed the sum of sixty thousand dollars (\$60,000) in Year 1; thirty-seven thousand dollars (\$37,000) in Year 2; fourteen thousand dollars (\$14,000) in Year 3; for a total not to exceed the amount of one hundred eleven thousand dollars (\$111,000).

4. MEETINGS

RECIPIENT agrees to invite MTC to participate in all public meetings and project team meetings held in connection with this project.

5. IDENTIFICATION OF DOCUMENTS

RECIPIENT will ensure that all public documents related to the project, including reports and press releases, state that the project is funded through the Metropolitan Transportation Commission's Lifeline Transportation Program.

6. COMPLIANCE WITH LAWS

RECIPIENT shall 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 this Agreement.

7. REGULATIONS FOR STATE TRANSIT ASSISTANCE PROGRAM

RECIPIENT shall comply with the provisions of the California Code of Regulations, Title 21, Chapter 3. Business, Transportation and Housing Agency, Subchapter 2.5, State Transit Assistance Program. RECIPIENT shall also comply with the provisions of Subchapter 2. Transportation Development (commencing with Section 6600), except for Article 3 (commencing with Section 6620) and those other provisions that are, by their terms, applicable only to local transportation funds or are superseded by the provisions of Subchapter 2.5, State Transit Assistance Program.

8. RESTRICTIONS ON USE OF FUNDS

RECIPIENT agrees to use funds received pursuant to this Agreement only for the Project.

9. CONTRACT COPIES

RECIPIENT shall submit to MTC's Project Manager, within 5 business days after execution, a copy of any third-party contract exceeding \$5,000 for any portion of the Attachment A Scope of Work.

10. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to payment for costs incurred up through the effective date of termination, up to the maximum amount payable for the quarter in which the Agreement is terminated. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to

costs incurred up through the effective date of termination for services acceptable to MTC, not to exceed the maximum amount payable for the quarter in which the Agreement is terminated.

11. INDEMNIFICATION

RECIPIENT shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses and/or damages, (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement.

12. RETENTION OF RECORDS

RECIPIENT agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of four (4) years following the fiscal year of the last expenditure under this Agreement in accordance with generally accepted accounting principles.

13. AUDITS

RECIPIENT agrees to grant MTC and its authorized representatives access to the RECIPIENT'S books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection at any time while the Project is underway and for the retention period specified in Article 12.

14. INSURANCE REQUIREMENTS

A. Minimum Coverages. RECIPIENT shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the following types of insurance against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of services under this Agreement, placed with insurers with a Best's rating of A-X or better. RECIPIENT will provide a waiver of subrogation in favor of MTC.

1. Workers' Compensation Insurance, as required by law, and Employer's Liability Insurance in an amount no less than \$1,000,000 (for bodily injury by accident and by disease (policy limit and each employee)). Such Workers' Compensation Insurance and Employer's

Liability Insurance requirement shall be waived for RECIPIENT if and for only as long as RECIPIENT is a sole proprietor with no employees.

2. Commercial General Liability Insurance ("occurrence" form), with a combined single limit of not less than \$1,000,000 for bodily injury and property damage each occurrence, a combined single limit of not less than \$1,000,000 for personal injury and advertising injury, and \$2,000,000 general aggregate. MTC and its Commissioners, officers, representatives, agents and employees are to be named as additional insureds to include coverage for products and completed operations using endorsement form #CG2010 11/85 or comparable wording. Such insurance as afforded by this endorsement shall be primary as respects any claims, losses or liability arising directly or indirectly from RECIPIENT's operations.

3. Owned, Non-Owned and Hired Automobile Liability Insurance in the amount of \$1,000,000 each accident. Policy will contain liability Symbol 1 to provide coverage for any auto.

4. Umbrella insurance in the amount of \$10,000,000 providing excess limits over Employer's Liability, Automobile Liability, and Commercial General Liability Insurance.

B. Deductibles. Any deductibles or self-insurance retentions over \$10,000 are subject to the approval of MTC. Payment of any deductible or self-insured retention shall be the sole responsibility of RECIPIENT.

C. Notice of Termination. All RECIPIENT policies shall provide that the insurance carrier shall give written notice to MTC at least 30 days prior to cancellation, non-renewal or material change of coverage in the policy or policies, and shall provide notice of such change to MTC and any other additional insured.

D. Additional Provisions. Certificates of Insurance. Promptly on execution of this Agreement and prior to commencement of any work hereunder, RECIPIENT shall deliver to MTC Certificates of Insurance verifying the aforementioned coverages. Such certificates shall make reference to all provisions and endorsements referred to above and shall be signed on behalf of the insurer by an authorized representative thereof. RECIPIENT agrees, upon written request by MTC, to furnish copies of such policies or endorsements, certified by an authorized representative of the insurer.

E. Disclaimer. The foregoing requirements as to the types and limits of insurance coverage to be maintained by RECIPIENT are not intended to and shall not in any manner limit or qualify the liabilities and obligations otherwise assumed by RECIPIENT pursuant hereto, including, but not limited to, liability assumed pursuant to Article 11 of this Agreement.

F. Subconsultant's Insurance. RECIPIENT shall require each of its subrecipients to provide the aforementioned coverages, unless such coverages are waived or reduced in writing by the MTC Project Manager.

15. AMENDMENTS

Any changes in the project activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. The MTC Executive Director or a designated representative and RECIPIENT shall execute all amendments. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

16. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses as follows:

To MTC: Attention: Therese Knudsen
Metropolitan Transportation Commission
101 - 8th Street
Oakland, CA 94607-4700

To RECIPIENT: Attention: Linda Franco
San Mateo Medical Center
222 West 39th Avenue
San Mateo, CA 94403

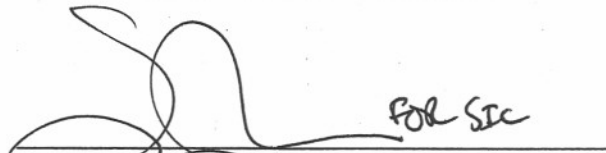
IN WITNESS WHEREOF, the parties hereto as of the day and year first written above have executed this Agreement.

METROPOLITAN TRANSPORTATION
COMMISSION



Steve Heminger, Executive Director

SAN MATEO MEDICAL CENTER

 *For Sic*

Sang-iek Chang, MD,
Chief Executive Officer

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives,
have affixed their hands.

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ATTACHMENT A - SCOPE OF WORK

RECIPIENT will purchase a wheelchair-accessible, small bus for both transporting low-income older adults from their homes to the San Mateo Medical Center (SMMC) for medical and dental appointments and for transporting low-income older adults to and from the Pacific School of Dentistry and associated clinics from San Mateo Medical Center for dental care. The service will also be open to the general public.

The project has three objectives:

Project Objectives

- 1) Expand the current transportation system at San Mateo Medical Center through the purchase of a medium-size bus with the ability to seat ten ambulatory passengers and two wheelchair passengers.
- 2) Provide access to medical and dental services from SMMC for 300 low-income, older or disabled adults through utilization of a new, wheelchair accessible vehicle.
- 3) Provide 4,000 one-way trips to older adults living in San Mateo County to medical and dental services provided by SMMC.

ATTACHMENT B - PROJECT BUDGET

REVENUE	Year I	Year 2	Year 3	TOTAL
Lifeline Program Funds	\$60,000	\$37,000	\$14,000	\$111,000
SMMC	\$7,000	\$40,500	\$63,500	\$111,000
TOTAL REVENUE	\$67,000	\$77,500	\$77,500	\$222,000
EXPENDITURES	Year 1	Year 2	Year 3	TOTAL
Operating Expenses	--0--	\$11,700	\$11,700	\$23,400
Capital Expense	\$60,000	--0--	--0--	\$60,000
Administrative Expenses	\$7,000	\$65,800	\$65,800	\$138,600
TOTAL EXPENSES	\$67,000	\$77,500	\$77,500	\$222,000

	\$	% Of Total Project Budget
Amount of Lifeline funding requested:	111,000	50%
Amount of local match proposed:	111,000	50%
Total project budget:	222,000	100%

ATTACHMENT C – QUARTERLY PROGRESS REPORTING REQUIREMENTS

Service milestones

Bus Purchase

- a. Date bid is put out for bus purchase
- b. Date bid is awarded
- c. Date bus is ordered and retro-fitted
- d. Date bus arrives
- e. Date driver is hired and trained
- f. Date route begins

Improved access to jobs, support services and residents

- a. Describe efforts to document program outcomes for improved access to support services (medical and dental). Include findings from focus groups, surveys or other documentation intended to measure impact of new or expanded transportation services.

Service effectiveness and efficiency

- a. Ridership on service since inception (to be updated on a quarterly basis)
- b. Cost per rider/trip
- c. Vehicle hours provided on a quarterly basis
 - Vehicle hours during 5:00am – 8:00pm
 - Vehicle hours during off-peak, 8:00pm – 5:00am
 - Weekend vehicle service hours

All Projects – General Coordination Information

Coordination

- a. Financial partnerships – Identify funding partners, the amount and sources of matching funds for the following:

Human Service Agencies

- Transit Agencies
- Employers
- Non-profit Foundations
- Others

- b. Operating Partnerships – Identify and name partners in providing service:

- Transit operators
- Private bus contractors
- Taxis
- Private paratransit contractors
- School buses
- Non-profit human service providers
- Community or faith-based organizations
- Other

