

MEMORANDUM OF UNDERSTANDING
Between
SAN MATEO COUNTY TRANSIT DISTRICT
And
THE CITY OF SOUTH SAN FRANCISCO

This Memorandum of Understanding ("MOU"), effective June 3, 2021 is entered into by and between the San Mateo County Transit District ("DISTRICT") and the City of South San Francisco ("RECIPIENT").

WHEREAS, the Lifeline Transportation Program ("LTP") was established by the Metropolitan Transportation Commission ("MTC") to fund operating and capital projects that result in improved mobility for low-income residents in the San Francisco Bay Area and the City/County Association of Governments of San Mateo ("C/CAG") is responsible for the administration of the LTP in San Mateo County, and

WHEREAS, the RECIPIENT applied to C/CAG for funding under the LTP for the Free South City Shuttle Outreach Enhancements Project ("PROJECT"); and

WHEREAS, C/CAG has awarded \$80,000 in LTP funds to the RECIPIENT through the use of State Transit Assistance ("STA") funds for the PROJECT; and

WHEREAS, C/CAG has requested that the DISTRICT, as the only eligible recipient of STA funds in San Mateo County, file claims on behalf of the RECIPIENT to allow for the implementation of the PROJECT; and

WHEREAS, the DISTRICT will retain \$6,000 of the \$80,000 of LTP grant funding in compensation for DISTRICT administrative costs; and

WHEREAS, the RECIPIENT has secured and will provide in full the local match for the PROJECT as stated in its application, which is included in Appendix A and is incorporated in this MOU by reference; and

WHEREAS, the DISTRICT and the RECIPIENT desire to enter into the following formal contract pursuant to the aforementioned funding for implementation of said PROJECT.

NOW, THEREFORE, BE IT RESOLVED that the DISTRICT and the RECIPIENT agree to the following:

I. PURPOSE

The purpose of this MOU is to memorialize the understanding between the DISTRICT and the RECIPIENT pursuant to which the DISTRICT passes-through STA funds to the RECIPIENT specifically intended for the implementation of the PROJECT. The funds the DISTRICT passes-through to the RECIPIENT for the foregoing purpose is specifically contingent upon the DISTRICT's receipt of the STA funds. The DISTRICT will serve as the recipient and pass-through agent of the STA funds and the RECIPIENT will serve as the project manager for the PROJECT and be responsible for ensuring that the PROJECT is coordinated with the DISTRICT and any other applicable project partner. The RECIPIENT will also be responsible for obtaining any required approvals from the District as contained in the District's concurrence letter for the PROJECT attached in Appendix B.

II. COMPLIANCE

- A. The RECIPIENT shall comply with the provisions of the California Code of Regulations, Title 21, Division 3 California State Transportation Agency Subchapter 2.5, State Transit Assistance Program. The 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.
- B. The 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 MOU.
- C. Those requirements imposed upon the DISTRICT as the PROJECT "Sponsor" are hereby imposed upon the RECIPIENT and RECIPIENT shall comply with all such requirements.

III. SCOPE OF WORK

- A. The RECIPIENT shall perform the PROJECT in accordance with the grant application, which is attached in Appendix A to this MOU.
- B. The RECIPIENT shall comply with any and all reporting required by the DISTRICT and/or C/CAG. Copies of all reports and notices will be forwarded to the DISTRICT no later than 15 days prior to the due dates.

IV. FINANCIAL

- A. The DISTRICT has no obligation to provide funds in excess of the \$80,000 amount awarded to the RECIPIENT from the LTP, unless there is approval of additional grant funding for the

PROJECT and both parties execute a written amendment to this MOU to reflect any additional funding.

- B. The DISTRICT agrees to provide DISTRICT Sales Tax funds equal to the amount of LTP STA funds allocated for implementation of the PROJECT to the RECIPIENT on a reimbursement basis.
- C. The DISTRICT shall retain \$6,000 of the \$80,000 of LTP grant funding in compensation for DISTRICT administrative costs. This amount shall be included as an eligible program expense on the RECIPIENT's first invoice.
- D. The DISTRICT shall not be required to provide funds to the RECIPIENT until after the LTP STA funds are received by the DISTRICT.
- E. The DISTRICT agrees to make payments to the RECIPIENT on a quarterly basis in arrears of the RECIPIENT's incurring of expenses related to the PROJECT.
 - 1. The RECIPIENT shall submit quarterly invoices to the LTP Program Administrator at C/CAG within thirty (30) days after the end of each quarter for which payment is sought covering costs for PROJECT activities accomplished through the end of such quarter, not covered by previously submitted invoices.
 - 2. Each quarterly invoice for these payments shall be supported by the following information: a brief narrative progress report, the total costs expended for the PROJECT during the preceding quarter, the dollar amount of funds requested for reimbursement, the total costs expended for the PROJECT to date, the total amount paid by the DISTRICT under this MOU to date, copies of invoices and other expense records justifying the request for reimbursement, and any additional supporting data required by the DISTRICT and/or C/CAG. The amount of funds requested for reimbursement in each quarterly invoice shall not exceed the proportion of LTP funds to the total cost of the PROJECT.
 - 3. Following review and approval of the RECIPIENT's invoice by C/CAG's LTP Program Administrator, the invoice will be forwarded by C/CAG to the DISTRICT for payment.
 - 4. Payment shall be made to the RECIPIENT by the DISTRICT within thirty (30) days following receipt of an approved invoice from C/CAG.
- F. Auditing: The RECIPIENT agrees to grant the DISTRICT, the State of California, C/CAG, and/or their 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 below Section IV.H.
- G. If, as a result of any audit, it is determined that reimbursement of any costs was in excess of that represented as a basis for payment, RECIPIENT agrees to reimburse the DISTRICT for those costs within 60 days of written notification by the DISTRICT. The RECIPIENT will also

be responsible for any other costs resulting from such overpayment, as specified below in Section IV.J.

- H. The RECIPIENT will be solely responsible for maintaining all applicable records for a minimum of three (3) years following final payment to the RECIPIENT or four (4) years following the fiscal year of the last expenditure under this MOU, whichever is longer, in accordance with generally accepted accounting principles. For capital assets, applicable records shall be maintained for three years from the date of the asset's disposition, replacement, or transfer. Copies of the RECIPIENT's audits, if any, performed during the course of the PROJECT and at PROJECT completion shall be forwarded to the DISTRICT no later than one hundred eighty (180) days after the close of the fiscal year.
- I. The RECIPIENT agrees to use funds received pursuant to this MOU only for the PROJECT.
- J. In the event the RECIPIENT fails to comply with the terms and conditions of this MOU or any requirements of the LTP, STA, and/or C/CAG, the RECIPIENT shall be wholly responsible for any consequences associated with non-compliance, including but not limited to, repayment of funds, including any penalties and/or interest on the funds.

V. AMENDMENT

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

VI. NOTICES

- A. All notices and communications deemed by either party to be necessary or desirable 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 DISTRICT:
San Mateo County Transit District
Attn: Chief Officer, Planning, Grants and Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070-1306

If to the RECIPIENT:
City of South San Francisco
Attn: Christina Fernandez and Marissa Garren
400 Grand Avenue
South San Francisco, CA 94080

- B. 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.

VII. ASSIGNMENT AND TRANSFER

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.

VIII. DISPUTE RESOLUTION

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 MOU will be set forth in writing to the attention of the DISTRICT's Chief Officer, Planning, Grants and the Transportation Authority and the RECIPIENT's Traffic Engineer 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.

IX. TERMINATION

Either party may terminate this MOU without cause upon thirty (30) days prior written notice. If the DISTRICT terminates this MOU without cause, the 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 MOU is terminated.

X. INDEMNIFICATION

- A. With the exception of claims arising from the District's sole negligence or wrongful conduct, the RECIPIENT shall defend, indemnify, and hold harmless the DISTRICT, its officers, 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 RECIPIENT, its officers, directors, employees, agents, or contractors or any of them in connection with this MOU or RECIPIENT's administration of the PROJECT. In the event of early termination, the RECIPIENT shall also defend, indemnify, and hold harmless the DISTRICT, its officers, directors, representatives, agents and employees from and against all claims, suits, or demands from the State of California for reimbursement of STA funds attributable to PROJECT costs incurred subsequent to termination.
- B. This indemnification shall survive termination or expiration of this MOU.

XI. Term

- A. This MOU shall remain in effect until June 30, 2023. It is understood by the parties that upon termination of the PROJECT or this MOU, the provisions of Section IV, Section X and Appendices A and B 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.

City of South San Francisco

San Mateo County Transit District

By: _____

By: _____

Carter Mau
Acting General Manager/CEO

Date: _____

Date: _____

Approved as to Form:

Joan Cassman

Date: _____