

FUNDING MEMORANDUM OF UNDERSTANDING
BETWEEN
COUNTY OF CONTRA COSTA
AND
THE CONTRA COSTA TRANSPORTATION AUTHORITY
FOR THE
IMPLEMENTATION OF THE
ACCESSIBLE TRANSPORTATION STRATEGIC PLAN

This memorandum of understanding (“MOU”) is dated as of April 1, 2022 (the “Effective Date”), and is between the COUNTY OF CONTRA COSTA (the “County”) and the CONTRA COSTA TRANSPORTATION AUTHORITY (“Recipient,” or “CCTA”). The County and CCTA may jointly be referred to as the “parties.”

RECITALS

- A. On November 3, 2020, voters in Contra Costa County approved Measure X, a Countywide, 20-year, half-cent sales tax. The ballot measure language stated the intent of Measure X as “to keep Contra Costa’s regional hospital open and staffed; fund community health centers, emergency response; support crucial safety-net services; invest in early childhood services; protect vulnerable populations; and for other essential county services.”
- B. The Measure X Community Advisory Board was established on February 2, 2021, to advise the Board of Supervisors on the use of Measure X funds. The Advisory Board consists of 17 members, comprising 10 Supervisorial District appointees (2 per Supervisorial District) and 7 At-Large members.
- C. The Measure X Community Advisory Board has identified five goals for the use of Measure X funds: Mental Well-Being (Goal #1), Equity in Action (Goal #2), Healthy Communities (Goal #3), Intergenerational Thriving (Goal #4), and Welcoming & Safe Community (Goal #5).
- D. On November 16, 2021, the Board of Supervisors considered an expenditure plan for Measure X revenue for the period April 1, 2022, through June 30, 2023 (the “Funding Period”).
- E. At the November 16, 2021, meeting, the Board of Supervisors approved an allocation of \$1,400,000 to Recipient during the Funding Period to implement the Accessible Transportation Strategic Plan (the “Project”). The Project is described in Schedule 1, attached hereto (the “Service Plan”).

The Project meets the following goal(s) identified by the Measure X Community Advisory Board: Goal #4 – Intergenerational Thriving.

AGREEMENT

1. Payment of Funds. The County shall contribute up to \$1,400,000 (the “County Contribution”) to Recipient for Recipient’s use toward the Project during the Funding Period. The County Contribution will be made in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the County Contribution solely for the Project, as specified in the Service Plan.
3. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2023. The County may terminate this MOU at any time by giving 15 days’ written notice to Recipient if Recipient fails to properly perform any of its obligations under this MOU and fails to correct such performance issues within 7 days of notice from the County.
4. Progress Reports. Recipient shall submit periodic progress reports, in the time, form, and manner set forth in the Service Plan, to the Board of Supervisors through the County’s Conservation and Development Director, or his or her designee, detailing Recipient’s accomplishments in carrying out the Service Plan and the Project.
5. Records; Audit. Recipient must keep and make available for inspection and copying by authorized representatives of the County, the Recipient’s regular business records and such additional records pertaining to this MOU as may be required by the County. This provision is binding on the heirs, successors, assigns and representatives of Recipient.
 - a. Retention of Records. Recipient must retain all documents pertaining to this MOU for five years from the date of submission of the final payment to Recipient in accordance with Schedule 2, and until any audit is completed and exceptions resolved for the Funding Period. Upon request, Recipient must make these records available to authorized representatives of the County.
 - b. Access to Books and Records. Recipient must, upon written request and until the expiration of five years after furnishing services pursuant to this MOU, make available to the County or any of its authorized representatives, the books, documents, and records of Recipient necessary to certify the nature and extent of all costs and charges incurred under this MOU.

If Recipient carries out any of the duties of this MOU through a subcontract, the subcontract must contain a clause to the effect that upon written request and until the expiration of five years after furnishing services under the subcontract, the subcontractor must make available to the County or any of its authorized representatives, the books, documents and records of the subcontractor necessary to verify the nature and extent of all costs and charges incurred under the subcontract.

- c. Audit. Recipient shall make its records available for, and an audit may be required by, the County. If an audit is required, Recipient must provide the County with the audit.
6. Modification. This MOU may be modified only with the written approval of both parties.
 7. Hold Harmless. Recipient shall fully defend, hold harmless, and indemnify the County, its officers, agents and employees against any and all claims, demands, damages, costs, expenses and liability arising out of this MOU, except for liability arising out of the sole negligence or willful misconduct of the County, its officers, agents or employees. This section shall survive the termination of this MOU.
 8. Notices: All correspondence regarding this MOU, including demands and notices, is to be directed to the following persons at the following addresses and telephone numbers:
 - County: Contra Costa County
 Department of Conservation and Development
 30 Muir Road
 Martinez, California 94553
 Attention: John Cunningham, Principal Planner
 - Recipient: Contra Costa Transportation Authority
 2999 Oak Road, Suite 100
 Walnut Creek, California 94597
 Attention: Brian Kelleher, Chief Financial Officer
 9. Counterparts. The parties recognize and agree that separate counterpart signature pages may be used to execute this MOU, but that all such pages constitute one and the same MOU.
 10. No Third-Party Beneficiaries. This MOU is intended solely for the benefit of the parties hereto and no third party will have any right or interest in any provision of this MOU or as a result of any action or inaction of any party in connection with this MOU.
 11. Remedy. The sole remedy for violation of this MOU is specific performance of this MOU. The County and Recipient waive their respective rights to trial by jury of any claim or cause of action arising out of this MOU. The County and Recipient have no liability for damages to one another or to any other person or entity resulting from any violation of this MOU.
 12. Authorization. Recipient, or the representative(s) signing this MOU on behalf of Recipient, represents and warrants that it has full power and authority to enter into this MOU and to perform the obligations set forth herein.
 13. Entire MOU. This MOU contains the entire understanding of the parties relating to the subject matter of this MOU. No promise, representation, warranty or covenant not included in this MOU has been or is relied upon by any party.

The parties are signing this MOU as of the Effective Date.

CONTRA COSTA COUNTY

**CONTRA COSTA
TRANSPORTATION AUTHORITY**

By: _____
John Kopchik, Director
Dept of Conservation and Development

Chris Kelley, Chair

Attest:

Tarienne Grover, Clerk of the Board

Approved as to form:

Amara Morrison, Legal Counsel

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED APRIL 1, 2022

SERVICE PLAN

Recipient: Contra Costa Transportation Authority
Project Name: Implementation of Accessible Transportation Strategic Plan

Project Description

The goal of the Accessible Transportation Strategic Plan (the “ATS Plan”) is to improve the accessibility of transportation for seniors, people with disabilities, and qualifying veterans. The Project over the current Funding Period is twofold. First, to identify and, if necessary, create, a coordinating entity that will coordinate the delivery of different types of accessible transportation services among multiple transportation providers, including transit operators, social service agencies, non-profit organizations, and cities (the “Coordinating Entity”). Second, to make investments in the following components of the ATS Plan: means-based user-side fare subsidies; expansion of the one seat ride program; and a one call/one click operations system.

Tasks to be Performed by Recipient

Using CCTA’s ATS task force, as approved by the CCTA Board:

- Task 1. Establish a means-based user side subsidy pilot program and provide the subsidies.
- Task 2. Establish a strategy to implement a one call/one click system and provide operations funding.
- Task 3. Identify and, if necessary, create, the Coordinating Entity and take all feasible steps to establish the entity’s operations. For the Coordinating Entity to be created, the task force will submit its final recommendation for approval to the County Board of Supervisors, through the County’s Conservation and Development Department, and to CCTA’s Board. Both parties shall agree on the organization type of the Coordinating Entity in order for the 20% Coordinating Entity funding to be provided per Schedule 2. The two parties shall meet as necessary to come to an agreement.
- Task 4. Take all feasible steps to establish the one-seat-ride program and require documentation of the complete costs of the one-seat-ride program from service providers. Ensure administrative and operations costs are broken out. Limit CCTA’s

contribution of Measure X funds to 50% of service providers' operations costs. Ensure administrative and operations figures will be consistent with the Federal Transit Administration's National Transit Database program definitions.

Deliverables

Deliverables are the implementation of the programs described in 1-4 above and reported per the reporting requirements described in the *Progress Reports* section below.

Progress Reports

- Quarterly reports for the periods ending December 31, 2022 and March 31, 2023. Quarterly reports are to describe milestones achieved and noteworthy activities performed during the reporting period. Quarterly reports are to include a detailed report of Measure X expenditures and describe any non-Measure X funding used during the reporting period.
- Annual report for the Funding Period ending June 30, 2023. The annual report is to describe milestones achieved and noteworthy activities performed during the Funding Period. The annual report is to be delivered by July 31, 2023. The annual report is to include a detailed report of Measure X expenditures and describe any non-Measure X funding used during the Funding Period.
- Reports are to be delivered to the County Board of Supervisors through the Transportation, Water, and Infrastructure Committee through the County's Conservation and Development Department and to CCTA's Board through CCTA's Executive Director.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED APRIL 1, 2022

PAYMENT SCHEDULE

Recipient: Contra Costa Transportation Authority
Project Name: Implementation of Accessible Transportation Strategic Plan

Payment 1: 20% of Measure X funds will be paid within 60 days of receipt of an invoice and supporting documentation establishing that the MOU has been approved by both parties.

Payment 2: 20% will be paid within 60 days of receipt of an invoice and supporting documentation establishing that the means-based user side subsidy pilot program is approved by the CCTA Board and is operational. (Task 1)

Payment 3: 20% will be paid within 60 days of receipt of an invoice and supporting documentation establishing that the One Call/One Click strategy has been approved by the CCTA Board. (Task 2)

Payment 4: 20% will be paid within 60 days of receipt of an invoice and supporting documentation establishing that the Board of Supervisors and CCTA have approved the Coordinating Entity recommendation in accordance with Schedule 1. (Task 3)

Payment 5: 20% will be paid within 60 days of receipt of an invoice and supporting documentation verifying that the one-seat-ride funding parameters in Schedule 1 can be or will have been met. (Task 4)

For payments requiring documentation of CCTA Board and/or other action, funding will be disbursed upon receipt of a letter from the CCTA Executive Director or designee requesting the release of funding, provided the letter verifies that the required action has been completed, and an invoice and any required documentation is attached.