

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 July 1, 2023 (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. 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 “First Funding Period”).
- C. At the November 16, 2021, meeting, the Board of Supervisors approved an allocation of \$1,400,000 (the “Initial Allocation”) to Recipient to be used during the First Funding Period to implement the Accessible Transportation Strategic Plan (the “Project”). The Project is described in Schedule 1, attached hereto (the “Service Plan”).
- D. On April 1, 2022, the parties entered into a memorandum of understanding governing the use of the Initial Allocation during the First Funding Period (the “2022 MOU”). Schedule 1 to the 2022 MOU established four tasks to be completed by CCTA during the First Funding Period, which were identified as Task 1, Task 2, Task 3 and Task 4. CCTA completed Task 1 and Task 3 during the First Funding Period. In carrying out the work performed under the 2022 MOU, CCTA utilized \$840,000 of the Initial Allocation. The purpose of this MOU is to implement a Second Funding Period, as defined below, to enable CCTA to continue to work on Task 2 and Task 4, utilizing the Remaining Initial Allocation, as defined below.

The parties therefore agree as follows:

AGREEMENT

1. Payment of Funds. The County shall contribute up to \$560,000 (the “Remaining Initial Allocation”) to Recipient for Recipient’s use during the period July 1, 2023, through June 30, 2025 (the “Second Funding Period”) in carrying out the services described in the Service Plan. The Remaining Initial Allocation will be funded in accordance with the payment schedule set forth in Schedule 2, attached hereto.
2. Use of Funds. Recipient shall use the Remaining Initial Allocation solely for the continuation of the tasks specified in the Service Plan.
3. Term and Termination. This MOU is effective on the Effective Date and remains in effect until June 30, 2025. 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 seven days after notice from the County.
4. Progress Reports. Recipient shall submit bi-annual 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.

[Remainder of Page Intentionally Left Blank]

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,
Department of Conservation and
Development

Federal Glover, Chair

Attest:

Tarienne Grover, Clerk of the Board

Approved as to form:

Fennemore Wendel, Authority Counsel

SCHEDULE 1
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED July 1, 2023

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, CCTA shall continue to perform the following tasks:

Task 2.

Establish a strategy to implement a one call/one click system and provide operations funding.

Task 4.

Take all feasible steps to establish either (i) the one-seat-ride program and require documentation of the complete costs of the one-seat-ride program from service providers, or (ii) one or more of the strategies identified in the ATS Plan as Strategy 1, Strategy 2, and Strategy 3. If the one-seat-ride program is established, CCTA shall do all of the following:

- 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 continuation of Task 2 and Task 4, described above, and the delivery of the progress reports described below.

Progress Reports

- Quarterly reports for the periods ending September 31, 2023, December 31, 2023, March 31, 2024, June 30, 2024, September 31, 2024. 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, 2024, and June 30, 2025. 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, 2024, and September 31, 2025. 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.

Limitations on Use of Measure X Funds

Measure X funds may only be used to pay (i) costs incurred in the delivery of services that did not exist prior to the passage of Measure X, and (ii) the incremental costs associated with the expansion or enhancement of services that existed prior to the passage of Measure X, provided the services benefit older adults and/or people with disabilities.

Measure X funds may not be used to fulfill standing service obligations or to replace or augment funds used to provide services that were being provided prior to the passage of Measure X.

For purposes of this MOU, a transit service provider providing an ADA-enhanced, or premium Paratransit Trip, across jurisdictions or operational boundaries constitutes a standing service obligation and does not constitute a "new" service.

Regardless of any characterization of the use of Measure X funds in the ATS Plan documentation, or through CCTA or CCTA Task Force actions, the use of Measure X funds must be consistent with adopted County policies, which can be found at <https://www.contracosta.ca.gov/8530/Measure-X>.

SCHEDULE 2
TO
FUNDING MEMORANDUM OF UNDERSTANDING
DATED AUGUST 8, 2023

PAYMENT SCHEDULE

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

Payments will be made following receipt of a letter from the CCTA Executive Director or designee providing a detailed scope of work and budget to implement some or all of the tasks in the Service Plan and requesting the release of funding, provided (i) the letter verifies that the proposed work and fund allocation were authorized by the CCTA Board, and (ii) the tasks itemized in the letter are consistent with the Service Plan, as determined by County staff. Payments made under this MOU may not exceed the Remaining Initial Allocation.