

City of Hayward and City of San Leandro

Paratransit Program

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU"), effective July 1, 2019 is between the City of Hayward ("COH"), a Municipal Corporation of the State of California, and the City of San Leandro ("COSL"), a Municipal Corporation of the State of California, hereinafter referred to as "Parties", for the Administration of the Central County Same Day Transportation Network Companies Program ("TNC Program").

WITNESSETH

WHEREAS, Alameda County Transportation Commission ("ACTC") is responsible for the administration of revenues generated by Measure B, a half-cent transportation sales tax measure set to terminate/expire on March 31, 2022, and Measure BB, a full one-cent sales tax set to terminate/expire on March 31, 2045; and

WHEREAS, the City of Hayward has operated the Transportation Network Companies ("TNC") pilot program in FY 2019 and the City of Hayward was previously functioning as the administrator of San Leandro's Taxi Program; and

WHEREAS, the amount of \$255,000 is budgeted by ACTC and the City of Hayward for the TNC Program in FY 2020; and the City of San Leandro does not have a specified amount allocated toward the TNC Program in FY 2020; and

WHEREAS, the parties have agreed to fund their proportionate amounts of the FY 2020 TNC Program budget as referenced above; and

WHEREAS, the total TNC Program administrative costs for FY2019 – FY2020 is \$155,000, and the parties have agreed to COSL reimbursing COH for 33% of these costs, in an annual amount of \$51,150; and

WHEREAS, the parties have further agreed to COSL reimbursing COH for the ride subsidy of FLEX clients through the TNC Program, not to exceed \$51,150 of their paratransit funds for distribution associated with the administrative costs of the TNC Program; and

WHEREAS, the City of Hayward staff shall provide administrative support to COSL's clientele from July 1, 2020 to July 31, 2020, during the transition of TNC program providers.

WHEREAS, the effective term of this agreement is July 1, 2019 through September 30, 2020;

NOW, THEREFORE, in consideration of the terms, conditions, and covenants hereinafter contained, the Parties mutually understand and agree to the following:

SECTION 1: TERM

1.1 Except as otherwise provided for pursuant to the provisions of this MOU, this MOU is effective beginning on July 1, 2019 and terminates on September 30, 2020.

SECTION 2: COSL OBLIGATIONS AND AGREEMENTS

2.1 COSL authorizes COH to receive up to \$101,150 of the funding from COSL, for the TNC Program.

2.2 COSL will pay COH \$51,150, for agreed portion of the program administration costs of the TNC Program, and the full cost of ride subsidy associated with FLEX clients.

2.3 COSL authorizes COH to use these funds to administer the TNC Program.

2.4 COSL will work with COH and Life Eldercare to administer the TNC Program.

2.5 COSL will enroll clients and advertise information about the TNC program directly to COSL's clientele.

2.6 COSL will log and route all TNC complaints to COH weekly. Each week is defined by Monday through Friday. Complaint logs are due to COH by Tuesday following the end of the previous week.

SECTION 3: COH OBLIGATIONS AND AGREEMENTS

3.1 COH is the administrator of the TNC Program.

3.2 COH shall oversee the advertisement, award, and administration of the program contract for transportation, public access 866 phone line, and other applicable services as mutually agreed.

3.3 COH shall record and follow up with all complaints on the TNC Program

3.4 COH shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of the TNC Program for not less than five (5) years after the completion thereof. COH shall cooperate with COSL with an audit of such funds should one be necessary or ordered by a County, State, or Federal agency with jurisdiction over the use of such funds.

3.5 COH shall process all invoices and payments for the administration of the TNC Program.

3.6 COH shall receive and record TNC Program information, analyze ridership data, prepare and submit all reports to ACTC and provide copies of data and reports to COSL.

SECTION 4: HOLD HARMLESS

4.1 Neither COSL or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority, or jurisdiction delegated to COH under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, COH shall fully defend, indemnify, and hold harmless COSL from all suits or actions of every name, kind and description brought on, for, or on account of injury occurring by reason of anything done or omitted to be done by COH under or in connection with any work, authority, or jurisdiction delegated to COH under this MOU.

4.2 Neither COH or any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by COSL under or in connection with any work, authority, or jurisdiction delegated to COSL under this MOU. It is understood and agreed that pursuant to Government Code Section 895.4, COSL shall fully defend, indemnify, and hold harmless

COH from all suits or actions of every name, kind and description brought on, for, or on account of injury occurring by reason of anything done or omitted to be done by COSL under or in connection with any work, authority, or jurisdiction delegated to COSL under this MOU.

SECTION 5: TERMINATION

5.1 This MOU will terminate if the TNC Program or the Funding Agreement between COH and ACTC is terminated by ACTC. COH will provide COSL within five (5) business days any notification or correspondence with, to, or from ACTC regarding termination by COH or ACTC, or a potential breach in the Funding Agreement, or other reason for termination.

5.2 This MOU may be terminated for any reason as mutually agreed upon by the parties. COH will provide written notice to ACTC within five (5) business days of such agreement. In such an event, any unused TNC Program funds will be distributed and/or returned to ACTC and/or COSL as directed by ACTC.

5.3 In the event of termination, administration of the TNC Program shall revert back to COSL unless arrangements are made 60 days in advance to extend or modify this agreement.

5.4 If there are any unspent funds at termination or expiration, COH will consult ACTC for fund remittance procedures.

IN WITNESS WHEREOF, the parties hereto have executed this MOU by their duly authorized officers.

City of San Leandro

City of Hayward

By: _____

By: _____

Jeff Kay

Kelly McAdoo

City Manager

City Manager

Approved as to Legal Form:

Approved as to Legal Form:

By: _____

By: _____