

**FUNDING AGREEMENT BETWEEN  
SAN MATEO COUNTY AND THE SAN MATEO COUNTY TRANSIT DISTRICT  
FOR AWARD AND USE OF COUNTY MEASURE A FUNDS FOR THE**

**SamTrans Service Preservation Program (INITIATIVE)**

This FUNDING AGREEMENT (“Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 2013 by and between the SAN MATEO COUNTY ("COUNTY") and SAN MATEO COUNTY TRANSIT DISTRICT (“DISTRICT”), together referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, on November 6, 2012, the voters of San Mateo County approved Measure A, providing for a new half-cent sales tax for 10 years to be placed in the County's general fund to support general COUNTY services and functions; and

**WHEREAS**, the text of Measure A stated as its purpose: improving the quality of life for San Mateo County residents by enabling the COUNTY to continue operating facilities and services that are facing growing demand and increasing costs yet are critical for many residents, particularly older, low-income, and/or disabled adults; and

**WHEREAS**, the San Mateo County Health Policy and Planning division determined in a 2010 study that by the year 2030, nearly one out of four San Mateo County residents will be over the age of 65, an increase of 72%, and of those, one out of five will have a physical or mental disability; and

**WHEREAS**, the same study recommended that the COUNTY's first goal to address the needs of tomorrow's older adults should be to ensure that they can "get around" without driving; and

**WHEREAS**, the DISTRICT provides essential mobility services necessary for a large proportion of COUNTY residents to access COUNTY facilities and services, to maintain the essential freedom of movement, to meet growing demand for transportation and transit services, and, in so doing, meets many critical elements of the Shared Vision 2025 outcomes adopted by the Board of Supervisors, including providing for a community that is and will continue to be healthy and safe, prosperous, livable, environmentally conscious and collaborative; and

**WHEREAS**, the DISTRICT serves the COUNTY's neediest residents, with 41% earning below \$25,000 per year and with 21% being senior or disabled; and

**WHEREAS**, 67% of the DISTRICT's customers have no access to a car and therefore depend on the DISTRICT for all of their transportation needs, including accessing critical and recurring medical services such as dialysis and physical therapy; and

**WHEREAS**, the DISTRICT provided more than 34,378 connections to San Mateo County medical centers, hospitals and senior centers in the last six months of 2012; and

**WHEREAS**, the DISTRICT expects to provide more than 70,000 trips to COUNTY services in 2013; and

**WHEREAS**, providing transit service to the rural coastal regions of the COUNTY costs the DISTRICT more than \$2.5 million annually; and

**WHEREAS**, the DISTRICT is required by the Americans with Disabilities Act (ADA) to provide paratransit service to disabled passengers within three-quarters of a mile of a fixed transit route (e.g., a pre-determined bus route), an unfunded mandate that as of the end of Fiscal Year 2013, cost \$44.62 per passenger trip, or \$14.8 million for that Fiscal Year; and

**WHEREAS**, the DISTRICT historically has exceeded the minimum Federal paratransit service area requirements in order to provide service throughout the entire county, including to residents who live in areas distant from fixed routes; and

**WHEREAS**, the DISTRICT provides a mobility lifeline for more than 6,800 senior and disabled riders through its Redi-Wheels ADA and Redi-Coast non-ADA programs, with nearly 50% of its approximately 1,000 daily trips provided under the Lifeline fare-assistance program for low-income riders; and

**WHEREAS**, the DISTRICT faces an annual budgetary shortfall of approximately \$10 million and lacks sufficient funds to assume continuation of its current operations into the future, largely because of increasing and unfunded responsibilities that the DISTRICT must fulfill in order to serve the needs of county residents while complying with Federal and State law; and

**WHEREAS**, Caltrain, which removes an average of 1 million vehicle miles from the region's roadways each day, but does not have its own dedicated funding source, is dependent upon multi-million dollar annual funding from the DISTRICT; and

**WHEREAS**, the DISTRICT faces a critical structural financial deficit and, without additional funding, will be forced in the future to cut services that benefit residents of COUNTY in order to balance the budget; and

**WHEREAS**, the DISTRICT has applied to receive \$22.6 million in Measure A funds for the INITIATIVE for Fiscal Years 2014 and 2015 to enable the DISTRICT to continue serving mobility-dependent residents of COUNTY no matter where they live in the county by funding essential mobility services, including paratransit service to rural coastal regions of the county; and

**WHEREAS**, the DISTRICT has undertaken an initiative (the "INITIATIVE") pursuant to which it intends to allocate resources directly to its operating budget for the continuation and possible expansion of services, particularly targeting i) Paratransit; ii) additional services to youth, the elderly and disabled; iii) routes that provide direct county services focusing on locations of greatest need. The INITIATIVE also includes goals from the comprehensive review completed in 2013 that will increase ridership and expand the reach of the bus and Paratransit services.

**WHEREAS**, the INITIATIVE, by enabling the DISTRICT to continue providing essential mobility services, will help the COUNTY meet the Community Impact Goals identified in the proposal template for Measure A funding by enabling mobility-dependent residents to visit doctors and clinics for preventive care, and creating a more livable and engaged community by facilitating trips to and from schools, libraries, and civic activities, as well as supporting an environmentally conscious community by reducing vehicle miles traveled and facilitating connections to regional transit providers including BART, Caltrain, and the South San Francisco Ferry; and

**WHEREAS**, the COUNTY desires to provide the DISTRICT a total of Ten Million Dollars (\$10,000,000) in Measure A funds: Five Million Dollars (\$5,000,000) for Fiscal Year 2013-14, and Five Million Dollars (\$5,000,000) for Fiscal Year 2014-15, for the INITIATIVE. For purposes of this agreement, a Fiscal Year runs from July 1 through June 30 next following; and

**WHEREAS**, the Parties desire to enter into this Agreement governing the distribution and expenditure of Measure A funds.

**NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

**SECTION 1: Scope and Accountability**

1.1 Scope of Agreement. The DISTRICT shall carry out the INITIATIVE as further described in Exhibit A, "Grant Application / INITIATIVE Information," which is incorporated herein by reference as if set forth in full. The COUNTY shall provide funds to the DISTRICT to support the INITIATIVE, as set forth in Section 2.1, below.

1.2 Accountability Reporting. The DISTRICT shall prepare and submit, with the 1<sup>st</sup> fiscal quarter invoice each year, to be delivered no later than August 31, a report satisfactory to COUNTY that measures the DISTRICT's performance and progress under the INITIATIVE.

1.3 Access to Records and Record Retention. At all reasonable times, the DISTRICT shall permit the COUNTY access to all reports, schedules and other materials prepared, or in the process of being prepared, for the INITIATIVE by the DISTRICT or any contractor or consultant of the DISTRICT. The DISTRICT shall also make available to the COUNTY upon request any professional service agreements, change orders and any other agreements that are entered into for the performance of INITIATIVE related work and services. The DISTRICT shall provide copies of any documents described in this Section to the COUNTY if the COUNTY requests such documents. The DISTRICT shall retain all records pertaining to the INITIATIVE for at least three years following the termination of this agreement.

1.4 Audits.

- a) The DISTRICT shall permit the COUNTY, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of the DISTRICT which the COUNTY reasonably determines to be relevant to its obligation or desire to annually audit the distribution or use of the Measure A funds.

- b) The DISTRICT shall transmit to the COUNTY the Independent Auditor's Report prepared for the DISTRICT's Comprehensive Annual Financial Report within 30 days of receipt by the DISTRICT.

**SECTION 2: Funding and Payment**

2.1 Funding Commitment. In consideration for DISTRICT's performance of the INITIATIVE, the COUNTY shall allocate to the DISTRICT the amount of \$5,000,000 (Five Million Dollars) on an annual basis during the term.

2.2 Use of Funds. Measure A funds shall be used only for INITIATIVE costs.

2.3 Timing and Manner of Payment. COUNTY will remit Measure A payments to DISTRICT as follows:

- a) DISTRICT shall deliver invoices to COUNTY on a quarterly basis no later than 30 days before the last day of the quarter (i.e., August 31; November 30, February 28 and May 31). Each invoice shall be for \$1,250,000 and shall identify that it is an invoice pursuant to this Agreement and shall include a description of the status of the DISTRICT's performance or progress under INITIATIVE;
- b) COUNTY shall make payment on each invoices no later than the last day of the quarter (i.e., September 30, December 31, March 31 and June 30); provided however no invoice shall be required for the first payment hereunder, which payment shall be made no later than 30 days after the full execution of this Agreement.

**SECTION 3: Term**

3.1 Term. The term of this Agreement shall commence July 1, 2013 and shall conclude June 30, 2015.

3.2 Expiration of COUNTY's Financial Obligations. Any and all financial obligations of the COUNTY pursuant to this Agreement shall expire upon the payment to the District by the COUNTY of the amounts set forth above.

**SECTION 4: Indemnification and Insurance**

4.1 Indemnity by the DISTRICT. The DISTRICT shall fully release, indemnify, hold harmless and defend (with counsel satisfactory to Indemnitees, as defined below) the COUNTY and its Members of the Board of Supervisors, officers, employees and agents, and each of them (collectively, "Indemnitees") from and against all liability, claims, suits, actions, costs or expenses for loss of or damage to property and for injuries to or death of any person (including but not limited to the property or employees of each party) when arising out of or resulting from any act or omission by the DISTRICT, its agents, employees, contractors or subcontractors in connection with any aspect of the INITIATIVE and the DISTRICT's performance of obligations and covenants established in this Agreement. The DISTRICT shall also fully release, indemnify, hold harmless and defend Indemnitees from and against any and all claims or suits that may be brought by any of its contractors or subcontractors performing work in connection with or related to

the INITIATIVE. The DISTRICT's obligation to defend shall include the payment of all attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the DISTRICT shall, at its expense, satisfy and discharge the same. Finally, the DISTRICT shall indemnify the Indemnitees from and against any and all losses, claims, liabilities, costs and expenses arising from termination pursuant to Section 3.2 of this Agreement.

This indemnification shall survive termination or expiration of this Agreement.

4.2 Insurance. For the purposes of this Insurance section, "Entity" is defined as the entity designing and/or performing services or work funded by this Agreement. The Entity may be the DISTRICT, a contractor of the DISTRICT, another body on behalf of which the DISTRICT submitted its funding application, or a contractor of such other body. If the Entity is not the DISTRICT, the DISTRICT shall require by contract that the Entity will provide the appropriate insurance for the work being performed. The insurance requirements specified in this section shall cover the Entity's own liability and any liability arising out of work or services of the Entity's subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on the INITIATIVE.

- a) Minimum Types and Scope of Insurance. The Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance shall remain in full force and effect throughout the term of the work. The Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, the Entity shall be responsible for and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling the Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. The DISTRICT and/or the Entity may self-insure against the risks associated with the INITIATIVE, but in such case, shall waive subrogation in favor of the COUNTY respecting any and all claims that may arise.
  - i. Workers' Compensation and Employer's Liability Insurance. Insurance coverage shall meet statutory minimums and shall include a Waiver of Subrogation in favor of the COUNTY.
  - ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract shall not be less than \$10 million. Commercial General Liability Insurance shall be primary to any other insurance, name the COUNTY as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the COUNTY.
  - iii. Business Automobile Liability Insurance. The limit for Business

Automobile Liability Insurance in each contract and subcontract shall not be less than \$10 million. Insurance shall cover all owned, non-owned and hired autos, and shall include a Waiver of Subrogation in favor of the COUNTY.

- iv. Property Insurance. Property Insurance shall cover the Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance shall include a Waiver of Subrogation in favor of the COUNTY.
  - v. Professional Liability Insurance. If deemed appropriate by the DISTRICT or the Entity in consideration of the work required for the INITIATIVE, insurance should cover the Entity's and any Agent's professional work on the INITIATIVE. The limit for Professional Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million.
  - vi. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If deemed appropriate by the DISTRICT or the Entity in consideration of the work required for the INITIATIVE, insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance shall name the COUNTY as an Additional Insured and include a Waiver of Subrogation in favor of the COUNTY.
  - vii. Railroad Protective Liability Insurance. Insurance shall be procured if the INITIATIVE will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract shall not be less than \$2 million per occurrence and \$6 million annual aggregate.
- b) Excess or Umbrella Coverage. The DISTRICT and/or the Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies shall also satisfy all specified endorsements and stipulations for the underlying coverages, and shall include provisions that the Entity's insurance is to be primary without any right of contribution from the COUNTY.
- c) Deductibles and Retentions. The DISTRICT shall ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the COUNTY. Deductible and retention provisions shall not contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the COUNTY seeks coverage under such policy as an additional

insured, the DISTRICT shall ensure that the DISTRICT and/or the Entity satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Entity or Agents, even if neither the Entity nor Agents are named defendants in the lawsuit.

- d) Failure to Procure Adequate Insurance. Failure by the DISTRICT and/or the Entity to procure sufficient insurance to financially support Section 4.1, Indemnity by the DISTRICT, of this Agreement does not excuse the DISTRICT from meeting all obligations of Section 4.1 and the remainder of this Agreement, generally.

The DISTRICT shall obtain and maintain satisfactory evidence of compliance with the insurance requirements of this section during the entire Term of this Agreement.

### **SECTION 5: Miscellaneous**

5.1 Notices. All notices required or permitted to be given under this Agreement, excluding progress reports and invoices shall be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier to the appropriate address indicated below or at such other place(s) that either party may designate in written notice to the other. Notices shall be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To COUNTY:     San Mateo County  
                    County Manager  
                    400 County Center, 1<sup>st</sup> Floor  
                    Redwood City, CA 94063  
                    Attn: Reyna Farrales, Deputy County Manager

To DISTRICT:   San Mateo County Transit District  
                    1250 San Carlos Avenue  
                    P.O. Box 3006  
                    San Carlos, CA 94070-1306  
                    Attn: Virginia Harrington, Deputy CEO for Finance & Administration

5.2 No Waiver. No waiver of any default or breach of any covenant of this Agreement by either party shall be implied from any omission by either party to take action on account of such default if such default persists or is repeated. No express waiver shall affect any default not specified in the waiver, and the waiver shall be operative only for the time or extent stated. The consent or approval by either party to or of any act by either party requiring further consent or approval shall not be deemed to waive or render unnecessary consent or approval to any subsequent, similar acts.

5.3 Assignment. No party shall assign, transfer or otherwise substitute its interest or obligations under this Agreement without the written consent of the other party.

5.4 Governing Law. This Agreement shall be governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

5.5 Modifications. This Agreement may only be modified in a writing executed by both parties.

5.6 Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractors and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

5.7 Ownership of Work. All reports, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to the DISTRICT under this Agreement shall be the joint property of the COUNTY and the DISTRICT, and shall not be destroyed without the prior written consent of the COUNTY except as provided in Section 1.3. The COUNTY shall be entitled to copies and access to these materials during the progress of the INITIATIVE and upon completion or termination of the INITIATIVE or this Agreement. The DISTRICT may retain a copy of all material produced under this Agreement for its use in its general activities. This Section 5.8 does not preclude additional shared ownership of work with other entities under contract with the DISTRICT for funding of the INITIATIVE.

5.8 Non-discrimination. The DISTRICT and any contractors performing services on behalf of the DISTRICT shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

5.9 Accessibility of Services to Persons with Disabilities. The INITIATIVE shall be implemented in compliance with, and in a manner that does not subject the COUNTY or the DISTRICT to liability under, the Americans with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.

5.10 Compliance with County Policies. Notwithstanding and in addition to any other provisions in this agreement, DISTRICT agrees to comply with all applicable County Contractor Compliance requirements and provisions as set forth in Exhibit B attached hereto, and to complete the required checkboxes contained in said Exhibit. In the event of a conflict between the terms set forth in this Agreement and terms set forth in Exhibit B, the terms of Exhibit B shall control.

5.11 Warranty of Authority to Execute Agreement. Each party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a party to this Agreement.



5.12 Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this Agreement, or the application thereof to any other person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

5.13 Counterparts. This Agreement may be executed in counterparts, each of which may be deemed an original, but both of which together shall be deemed a single Agreement.

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5.14 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated above.

**SAN MATEO COUNTY TRANSIT DISTRICT**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_

**SAN MATEO COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

**Exhibit A: Grant Application / Initiative Information**

**Exhibit B: County Contractor Requirements**

## EXHIBIT A

### GENERAL INSTRUCTIONS – PROPOSALS FOR MEASURE A FUNDING (2012 Half-Cent Sales Tax):

Please complete Questions 1-10 and e-mail as a .doc file to your assigned County Manager Analyst. **Maximum of four pages (2 pages duplex), due three Fridays before the assigned Board meeting (Board schedule attached).** All contents of this proposal, including data tables and maps must be submitted electronically for the County’s Open Data Portal and performance dashboards.

### MEASURABLE COMMUNITY IMPACT

Proposed initiatives must contribute to shared vision and goals, demonstrate coordinated, evidence-based approaches to address service gaps, and provide data to show community impact.

| <b>Shared Vision 2025 Outcomes</b>         | <b>Community Impact Goals</b>  | <b>Community Indicators and Performance Measures</b>  |
|--|--|---|
| <i>Healthy and Safe Community</i>          | <ul style="list-style-type: none"> <li>• <i>Maintain safe communities</i></li> <li>• <i>Increase life expectancy</i></li> </ul>                                | <ul style="list-style-type: none"> <li>• <i>Part 1 crimes by city / unincorporated area</i></li> <li>• <i># neighborhood watch groups</i></li> <li>• <i>Inmates participating in programming and services while in custody</i></li> <li>• <i>911 calls response time (police, fire, ambulance)</i></li> <li>• <i>Child abuse referrals</i></li> <li>• <i># of insured</i></li> <li>• <i>Wait time at County clinics</i></li> <li>• <i>Overweight/obesity rates</i></li> </ul> |
| <i>Prosperous Community</i>                | <ul style="list-style-type: none"> <li>• <i>Improve affordability</i></li> <li>• <i>Close achievement gaps</i></li> </ul>                                      | <ul style="list-style-type: none"> <li>• <i>Under/unemployment rates</i></li> <li>• <i>% eligible enrolled in public assistance (General Assistance, CalWORKS, CalFresh)</i></li> <li>• <i>Housing Affordability Index</i></li> <li>• <i>% current child support collected</i></li> <li>• <i>% 3<sup>rd</sup> graders reading at/above proficient level</i></li> <li>• <i>% eligible children enrolled in kindergarten</i></li> </ul>   |
| <i>Livable Community</i>                   | <ul style="list-style-type: none"> <li>• <i>Transit is accessible</i></li> <li>• <i>Engaged community</i></li> </ul>   | <ul style="list-style-type: none"> <li>• <i>% school districts participating in Safe Routes to Schools</i></li> <li>• <i>Participation online increases</i></li> <li>• <i>Library usage</i></li> </ul>  |
| <i>Environmentally Conscious Community</i> | <ul style="list-style-type: none"> <li>• <i>Greenhouse gas emissions (GHG) are reduced</i></li> <li>• <i>Conserve and protect natural resources</i></li> </ul> | <ul style="list-style-type: none"> <li>• <i>Energy consumption by city, county</i></li> <li>• <i>Total miles traveled by County fleet vehicles and miles per gallon</i></li> <li>• <i>Water use by city, county</i></li> <li>• <i>Waste diversion rates by city, county</i></li> <li>• <i>Gallons household hazardous waste diverted from landfill</i></li> </ul>   |
| <i>Collaborative Community</i>             | <ul style="list-style-type: none"> <li>• <i>Responsive, effective and collaborative government</i></li> </ul>  | <ul style="list-style-type: none"> <li>• <i>Collective Impact partnerships increase</i></li> <li>• <i># public datasets in Open Data Portal</i></li> <li>• <i>% registered voters who voted in last general election</i></li> </ul>   |

**Name of Proposed Initiative:** \_\_\_\_\_

**(1) Primary Contact (Lead/Manager)**

*[Lead or manager accountable for day-to-day performance of initiative.]*

Name and job title: Mark Simon  
Organization Name/Division: San Mateo County Transit District/Office of Public Affairs  
Email: simonm@samtrans.com  
Telephone: 650-508-6340

**(2) Partners - Other Agencies Involved**

Peninsula Corridor Joint Powers Board  
San Mateo County Transportation Authority

**(3) Proposal Overview**

Provide a brief overview of the proposal (maximum 10 lines).

- Why is this needed (demonstrate that service gap exists)
- Where will resources be allocated (locations in most need)
- What will be done to address need (selected approach, evidence-based practices)
- How will you measure progress, success (expected outcomes, performance goals)
- When will this be done (timeline for completion, milestones)
- How much will it cost (amount of funding requested)

- Why is this needed? Please see attached overview San Mateo County Transit District – An Essential County Service
- Where will resources be allocated? Resources will be allocated directly to the SamTrans operating budget, including Paratransit; additional services to youth, the elderly and disabled; routes that provide direct county services. Attached information indicates locations of greatest need.
- What will be done to address need? Continuation of services, expansion of services where possible.
- How will you measure progress, success? Annual budget allocations, continuation of services, expansion of services, ridership numbers, continued monitoring of ridership on critical routes that provide direct county service.
- When will this be done? The funding will be put to immediate use in the FY2014 and FY2015 budgets. Additional planning is underway in the form of a SamTrans Strategic Plan that affords the opportunity to consider additional services that may be deployed to meet growing demand. SamTrans also just completed a comprehensive review of its entire fixed-route bus service and a balanced budget dramatically improves the possibility of implementing service changes and improvements that will increase ridership and expand the reach of the bus and Paratransit services.
- How much will it cost? To balance the budget, achieve fiscal stability, retain current levels of service and consider expansion will require \$10 million per year.

**(4) Community Impact – Measurable Goal Statement**

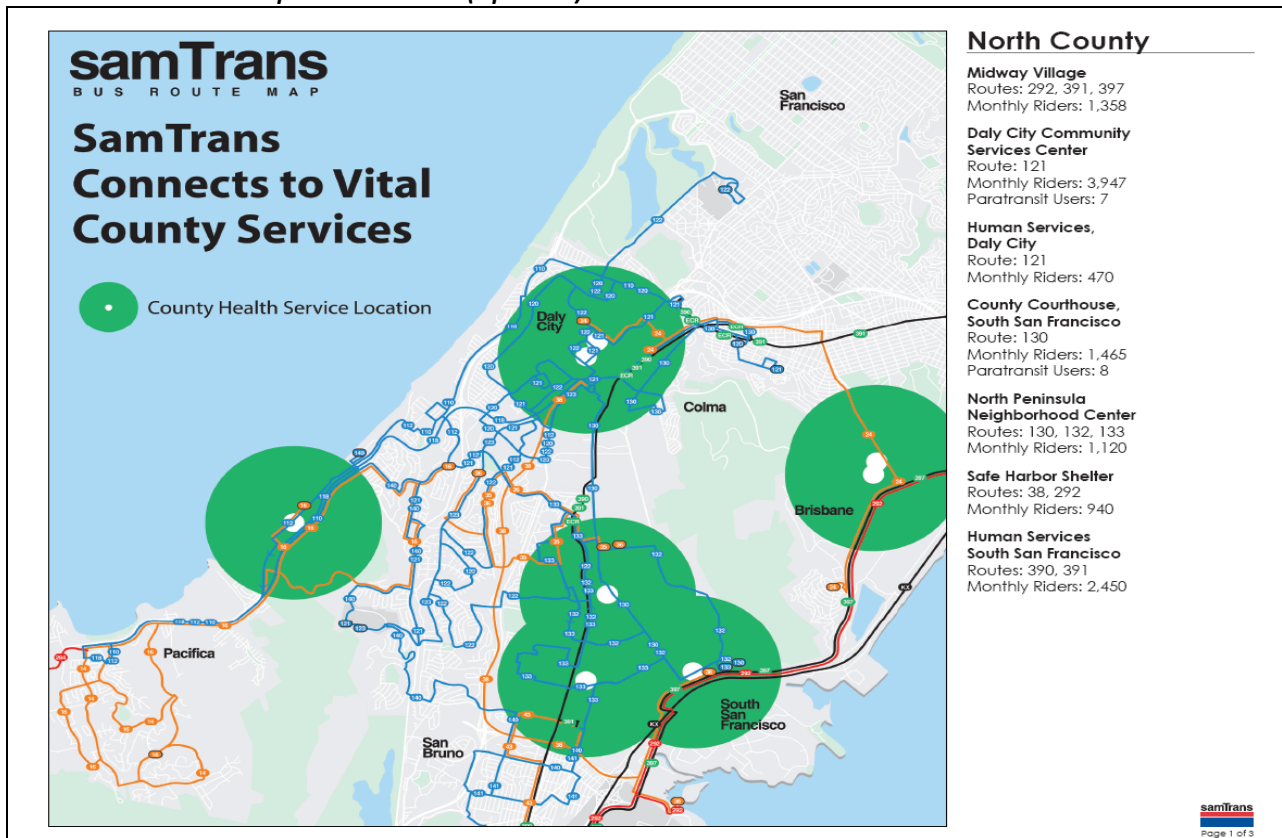
The SamTrans Service Preservation and Expansion Program will      (reduce/increase)           (community indicator or performance measure)      by      (amounts, time, %)      by      (goal date)     , starting October 1, 2013 (budget approval).

Name of Proposed Initiative: \_\_\_\_\_

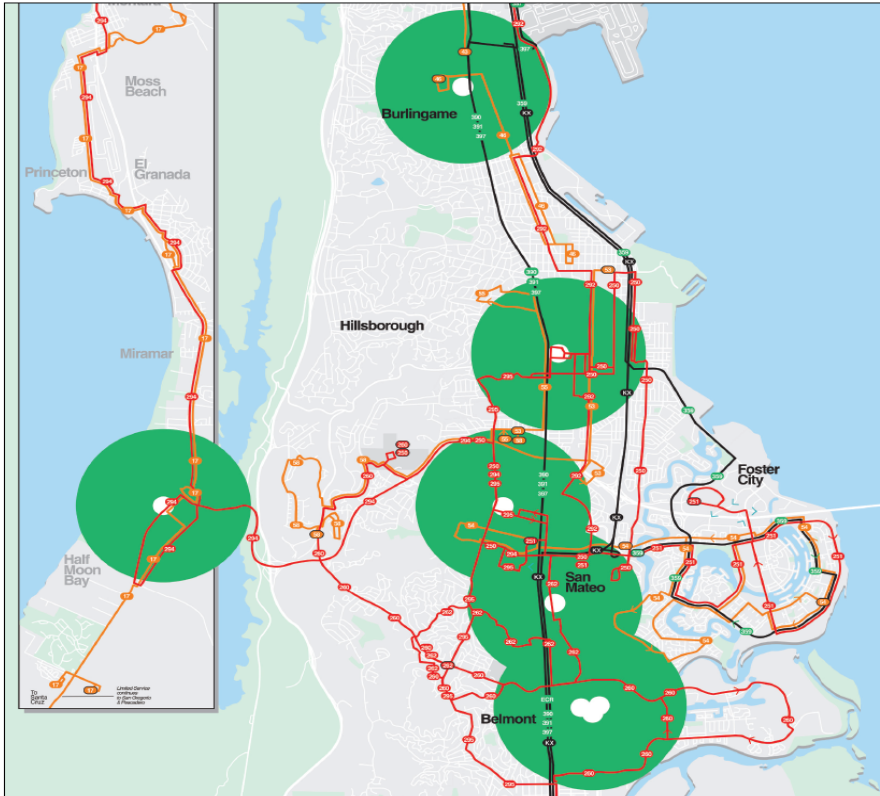
The SamTrans Service Preservation Program will achieve/enhance many of the county's community indicators. Persons who use transit are more likely to walk more often and farther, positively impacting the county's obesity rates. As indicated in the attached overview, SamTrans is a major means by which workers get to their jobs. People who maintain employment are more likely to purchase housing and to meet other financial obligations such as child support. As indicated in the attached overview, SamTrans is a major means by which children get to school, particularly as local schools have dropped their busing programs. SamTrans partners with several school districts in the Safe Routes to Schools program. On a national average, a two-person household can save more than \$9,700 per year by downsizing to one car. One person with a 20-mile round trip commute who switches from driving to public transit can reduce his or her daily carbon emissions by 20 pounds or more than 4,800 pounds in a year. A single commuter switching his or her commute to public transportation can reduce a household's carbon emissions by 10 percent and up to 30 percent if he or she eliminates a second car.

(5) Why is this needed

*Data to Show Service Gaps and Locations (zip codes) that Need Resources*



Name of Proposed Initiative: \_\_\_\_\_



**Coastside**

**Cabrillo Unified, Half Moon Bay**

Route: 294  
Monthly Riders: 160

**Seton Coastside Hospital**

Route: 294  
Monthly Riders: 177

**Pacifica Resource Center**

Route: 112  
Monthly Riders: 177

**Central County**

**San Mateo Medical Center**

Route: 295  
Monthly Riders: 247  
Paratransit Users: 380

**Human Services, Belmont**

Routes: KX, 390, 391  
Monthly Riders: 1,436

**Housing Dept.**

Routes: KX, 390, 391  
Monthly Riders: 1,436  
Paratransit Users: 9

**Mills-Peninsula Medical Center**

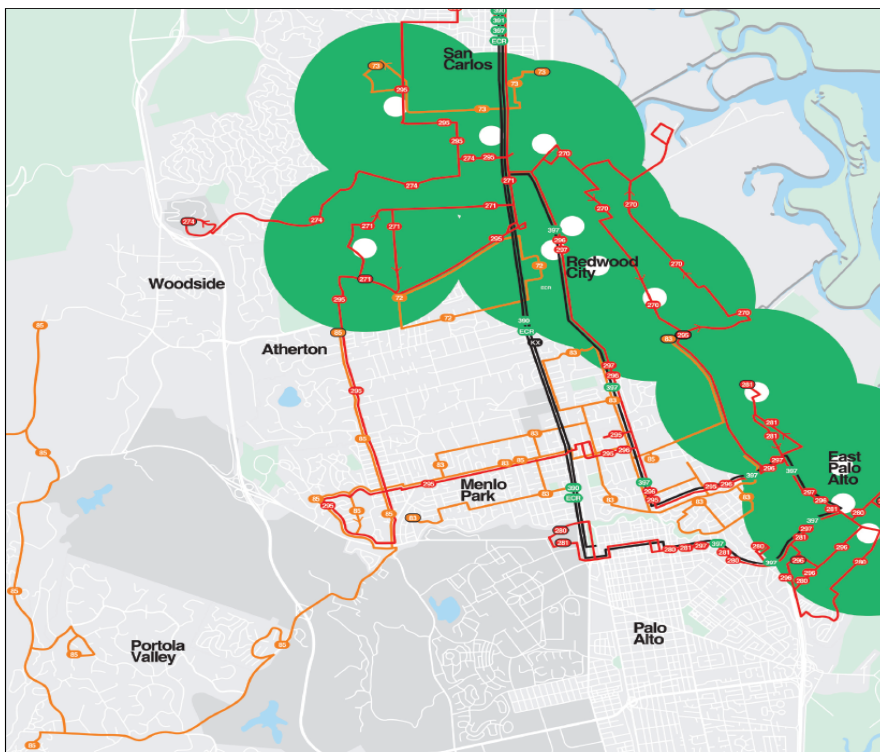
Routes: 390, 391  
Monthly Riders: 3,155  
Paratransit Users: 145

**Mills Health Center**

Routes: 250, 295, 390, 391  
Monthly Riders: 8,418  
Paratransit Users: 426

**Samaritan House**

Routes: KX, 390, 391, 397  
Monthly Riders: 3,478  
Paratransit Users: 2



**South County**

**Sequoia Hospital**

Route: 295  
Monthly Riders: 176  
Paratransit Users: 143

**Sequoia Teen Resource**

Routes: KX, 390, 391, 397  
Monthly Riders: 4,584

**Belle Haven**

Route: 281  
Monthly Riders: 50  
Paratransit Users: 25

**Taff Family Resource Center**

Routes: 270, 271  
Monthly Riders: 541

**Human Services, Redwood City**

Routes: 260, 296, 397  
Monthly Riders: 2,843

**Peninsula Works**

Routes: 281, 296, 297, 397  
Monthly Riders: 1,356  
Paratransit Users: 32

**Human Services, East Palo Alto**

Routes: 262, 281, 297, 390, 397  
Monthly Riders: 6,661  
Paratransit Users: 24

**El Concilio, East Palo Alto**

Routes: 280, 296  
Monthly Riders: 1,212  
Paratransit Users: 4

**Kennedy Family Center**

Route: 271  
Monthly Riders: 189

**County Youth Corrections**

Route: 260  
Monthly Riders: 460

**Hoover School, Redwood City**

Routes: 296, 297, 397  
Monthly Riders: 798

**(6) What will be done to address needs**

**Evidence-Based Practices Demonstrating Proposed Approach Works**

Funding from the county will relieve SamTrans of deficit spending and avert the need to cut fixed-route bus service, with an associated cut in Paratransit services.

**Name of Proposed Initiative:** \_\_\_\_\_

We will provide annual budget details, annual ridership details, annual financial capacity reports, and annual updates on planning for a permanent fiscal solution to the agency's ongoing structural deficit.

**(7) When will this be done**

***Timeline with Milestones***

Funding of essential services will begin immediately and continue throughout the life of the grant. Other planning and political initiatives already are underway.

**Name of Proposed Initiative:** \_\_\_\_\_

**(8) How will progress and success be measured**

*Performance Measures should reflect how this proposal will achieve community impact goals*

| <b>Performance Measures<br/>(mid-year and year-end reporting)</b>  | <b>Baseline</b>  | <b>FY2014<br/>Goal</b>  | <b>FY2015<br/>Goal</b>  | <b>2025<br/>Goal*</b>   |
|--|--|---|---|---|
| <p><i>Measure: Financial Capacity, defined as revenues, expenses, shortfall, outstanding debt service and impacts on fixed-route and Paratransit services</i></p> <p><i># Years of Data Available: 10</i><br/><i>Data Source: SamTrans budget, Comprehensive Annual Financial Report</i><br/><i>Data Contact: Ladi Bhuller</i></p> | <p><i>\$11.2 million per year in district sales tax revenue for elderly and disabled, paratransit</i></p>                  | <p><i>\$11.1 million per year</i></p>                           | <p><i>\$11.5 million</i></p>                                    | <p><i>\$15.5 million</i></p>                                    |
| <p><i>Measure: Fixed-route ridership, including elderly, disabled and youth categories, to county services and countywide</i></p> <p><i># Years of Data Available: 10</i><br/><i>Data Source: Annual reports, monthly reports</i><br/><i>Data Contact: Mark Simon</i></p>  |  | <p><i>1-2% annual trip growth</i></p>                           | <p><i>1-2% annual trip growth</i></p>                           | <p><i>1-2% annual trip growth</i></p>                           |
| <p><i>Measure: Paratransit ridership to county services and countywide</i></p> <p><i># Years of Data Available: One, 10</i><br/><i>Data Source: Annual reports, monthly reports</i><br/><i>Data Contact: Mark Simon</i></p>  | <p><i>Total annual trips: 304,427; total cost: \$13.5 million; average cost per trip: \$42.35; Farebox ratio: 5.8%</i></p> | <p><i>1-2% annual trip growth; 6% annual growth in cost</i></p> | <p><i>1-2% annual trip growth; 6% annual growth in cost</i></p> | <p><i>1-2% annual trip growth; 6% annual growth in cost</i></p> |

\* Respond to Question 10 on sustainability.

**(9) How much will it cost**

*Two-Year Budget Estimates to include other funding sources to arrive at amount requested for Measure A funds.*

| <b>Request/Other Funding</b> | <b>FY 2013-14</b>     | <b>FY 2014-15</b>     | <b>Two-Year<br/>Total</b> | <b>Ongoing<br/>Total*</b> |
|------------------------------|-----------------------|-----------------------|---------------------------|---------------------------|
| <i>One-Time Request:</i>     | <i>\$11.3 million</i> | <i>\$11.3 million</i> | <i>\$22.6 million</i>     | <i>\$22.6 million</i>     |
|                              |                       |                       |                           |                           |
| <b>One-Time Subtotal</b>     | <b>\$11.3 million</b> | <b>\$11.3 million</b> | <b>\$22.6 million</b>     |                           |
|                              |                       |                       |                           |                           |
| <i>Ongoing Request:</i>      |                       |                       |                           |                           |



Name of Proposed Initiative: \_\_\_\_\_

|                               |                       |                       |                       |  |
|-------------------------------|-----------------------|-----------------------|-----------------------|--|
|                               |                       |                       |                       |  |
|                               |                       |                       |                       |  |
|                               |                       |                       |                       |  |
| <b>Ongoing Subtotal</b>       |                       |                       |                       |  |
| <b>TOTAL REQUEST</b>          | <b>\$11.3 million</b> | <b>\$11.3 million</b> | <b>\$22.6 million</b> |  |
|                               |                       |                       |                       |  |
| <i>Other Funding Sources:</i> |                       |                       |                       |  |
|                               |                       |                       |                       |  |
|                               |                       |                       |                       |  |
|                               |                       |                       |                       |  |
| <b>Net MEASURE A REQUEST</b>  | <b>\$11.3 million</b> | <b>\$11.3 million</b> | <b>\$22.6 million</b> |  |

\* Respond to Question 10 on sustainability.

(10) \* If ongoing funds are requested, provide sustainability plan.

| Priority Category   | Major Initiatives  | Report Schedule – Board Meeting Date |
|---|--|--------------------------------------|
| <b>Parks</b>  | (1) Strategic Plan   | April 23, 2013                       |
|   | (2) Devil's Slide  | April 23, 2013                       |
| <b>Infrastructure Catch-Up</b>  | Buildings and Facilities<br>Infrastructure   | April 23, 2013                       |
| <b>Housing Affordability</b>  | (1) Homeless Veterans  | May 7, 2013                          |
|   | (2) Homeless (general)   | May 7, 2013                          |
|   | (3) General affordable housing solutions   | May 7, 2013                          |
| <b>Community-Based Safety Net Services</b>  | (1) Core agency needs  | May 7, 2013                          |
|   | (2) Thrive Alliance  | May 7, 2013                          |
| <b>Health</b>   | (1) Seton Medical Center   | May 21, 2013                         |
|   | (2) Pescadero  | May 21, 2013                         |
| <b>Early Childhood Education and Health</b>   | (1) Prenatal to Three<br>(2) Preschool programs                                    | June 4, 2013                         |
| <b>Youth Mental Health and Safety</b><br>(Health, Human Services, Probation, Sheriff) | (1) Child Protection<br>(2) School Safety<br>(3) Mental Health Services at Schools | June 4, 2013                         |

**Name of Proposed Initiative:** \_\_\_\_\_

|                                       |                              |               |
|---------------------------------------|------------------------------|---------------|
| <b>K-12 After School Programs</b>     | <b>(1)</b> Homework Centers  | June 4, 2013  |
|                                       | <b>(2)</b> Reading Programs  | June 4, 2013  |
| <b>Libraries</b>                      | Capital Projects             | June 18, 2013 |
| <b>Arts</b>                           | Peninsula Arts Community     | June 18, 2013 |
| <b>Reducing Long-Term Liabilities</b> | Pension Unfunded Liabilities | June 18, 2013 |

**Name of Proposed Initiative:** \_\_\_\_\_

| <b>Priority Category</b>  | <b>Major Initiatives</b>   | <b>Report Schedule – Board Meeting Date</b> |
|---|--|---|
| <b>Transportation</b>   | (1) SamTrans   | July 9, 2013                                |
|   | (2) Bicycle Coordinator  | July 9, 2013                                |
| <b>North Fair Oaks Community Plan</b>   | (1) Long-range planning  | July 9, 2013                                |
|   | (2) Implementation   | July 9, 2013                                |
| <b>Technology – Modernization and Reporting Tools</b>                                 | (1) Criminal Justice Integration (CJI) Project – systems and reporting<br>(2) Open Data / Performance Dashboards<br>(3) Infrastructure – Technology and communications | July 9, 2013                                |
| <b>Adult Mental Health and Safety</b><br>(Health, Human Services, Probation, Sheriff) | (1) Health System Memo<br>(2) One East Palo Alto<br>(3) SMART Program<br>(4) Realignment<br>(5) Mental health drop-off center  | July 23, 2013                               |
| <b>Public Safety</b>  | (1) Dispatch / Emergency Operations Center (EOC) including technology/CAD replacement<br>(2) Coastside emergency response coordinator                                  | July 23, 2013                               |
|   | (3) Fire Engine Replacement Fund<br>(4) Pescadero Fire Station replacement   | July 23, 2013                               |
|   | (5) Veterans courts  | July 23, 2013                               |

## EXHIBIT B

### COUNTY CONTRACTOR REQUIREMENTS

For purposes of this Exhibit, SAN MATEO COUNTY TRANSIT DISTRICT (“DISTRICT”) is referred to as “Contractor”.

#### Section 1: Non Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor’s equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County’s Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
    - offering the same benefits to its employees with spouses and its employees with domestic partners.
    - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic

partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

- Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- Contractor does not comply with Chapter 2.84, and a waiver must be sought.

E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.

F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation; and/or
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

### **Section 2. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."