

Agreement No. ###

FUNDING MEMORANDUM OF UNDERSTANDING  
FOR IMPLEMENTATION OF THE  
ACCESSIBLE TRANSPORTATION STRATEGIC PLAN  
FOR THE PERIOD  
JULY 1, 2024 – JUNE 30, 2026

This funding memorandum of understanding for the period July 1, 2024, through June 30, 2026 (“MOU”) is dated as of June 24, 2025 (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 (the “Board”) approved an allocation of Measure X funds to Recipient in the amount of \$1,400,000 (the “Initial Allocation”). The Initial Allocation is governed by an MOU between the parties dated April 1, 2022, and an MOU between the parties dated as of July 1, 2023 (together, the “Initial Service Plan MOU”). The Initial Allocation has been expended and the Initial Service Plan MOU has expired.

On May 23, 2023, the Board approved an allocation of Measure X funds to Recipient in the amount of \$1,470,000 to be used during the period July 1, 2023, through June 30, 2025 (the “2023 Allocation”). The 2023 Allocation is governed by an MOU between the parties dated July 1, 2023 (the “2023 Service Plan MOU”). As of the Effective Date, the 2023 Allocation has not been expended, and the parties desire to expand the service plan by which expenditures may be made.

- C. On May 21, 2024, the Board approved an allocation of Measure X funds to Recipient in the amount of \$1,505,280 (“2024 Allocation”) to be used during the period July 1, 2024, through June 30, 2026 (the “Funding Period”).
- D. This MOU is intended to define how Measure X funds can be used to implement the Accessible Transportation Strategic Plan (the “Project”). This MOU supersedes the prior MOUs entered into by the parties for this purpose, including the 2023 Service Plan MOU, and is being used to carry out the Service Plan described in Schedule 1, attached hereto (the “2025 Service Plan”). The Project, as refined based on the parties efforts to date, is described in Schedule 1.

The parties therefore agree as follows:

## AGREEMENT

1. Payment of Funds. The County shall contribute up to the amount of the 2024 Allocation and any remaining 2023 Allocation not previously contributed (the “County Contribution”) to Recipient for Recipient’s use during the Funding Period to carry out the services described in the Service Plan.
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, 2026. 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 (twice yearly) progress reports, in the time, form, and manner set forth in the Service Plan, to the Board of Supervisors through the Transportation, Water, and Infrastructure Committee and 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: Jamar Stamps, 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**

By: \_\_\_\_\_  
John Kopchik, Director,  
Department of Conservation and  
Development

**CONTRA COSTA  
TRANSPORTATION AUTHORITY**

\_\_\_\_\_  
Aaron Meadows, Chair

Attest:

\_\_\_\_\_  
Tarienne Grover, Clerk of the Board

Approved as to form:

\_\_\_\_\_  
Fennemore Wendel, Authority Counsel

SCHEDULE 1  
TO  
FUNDING MEMORANDUM OF UNDERSTANDING  
FOR THE PERIOD  
JULY 1, 2024– JUNE 30, 2026

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 (“ATSP”) is to improve the accessibility of transportation for seniors, people with disabilities, and qualifying veterans. This MOU seeks to implement the ATSP through governance and organizational improvements within and among transportation providers, as well as the improvement and expansion of programs identified in the ATSP. The principal ATSP recommendation for organizational improvement is the establishment of the coordinating entity that will coordinate and support the delivery of different types of accessible transportation services among numerous transportation providers, including transit operators, social service agencies, non-profit organizations, and cities. The ATSP also recommends numerous expansions and improvements of programs to improve mobility for the target population. The Project supported by this MOU is to implement the ATSP, including all of the Tasks and Strategies provided for therein, subject to the limitations and parameters specified in this Service Plan.

**Tasks to be Performed by Recipient**

CCTA shall implement the ATSP, as the ATSP may be updated from time to time and approved by the Contra Costa Transportation Authority and County Board of Supervisors. Funding provided under this MOU may not be expended to implement ATSP tasks or strategies that have been added or revised without approval of the County Board of Supervisors. The following parameters shall apply to this ATSP implementation:

Implementation of ATSP Strategy 11: One-Call/One-Click; Information and Referral (I&R). Countywide, centralized phone and internet resource for all programs and modes of transportation serving target populations. Assisting callers in making travel plans based on their abilities. This strategy is updated to include CCTA’s United States Department of Transportation grant supporting the Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT) Project. Excepting personally identifiable information, all OSR system data shall be made available to CCTA, MTC, and the County upon request.

Implementation of ATSP Strategy 2: Same-Day Trip Programs (including Wheelchair-Accessible Service) allow travelers to request a ride without needing to reserve a day in advance. This strategy is updated to include the City of San Pablo Medical Trip Pilot project.

Support of the One Seat Ride Program: In addition to limitations and parameters listed elsewhere, Measure X funding shall only be used to support a “One Seat Ride”, “One Seat/One Ride”, “One Seat Regional Ride” (OSR) or equivalent programs under the following parameters:

- Match Requirement: For those trips that are eligible for reimbursement, Measure X funds shall not exceed 50% of service providers operations costs.
- At the discretion of CCTA or the County, reimbursement may be limited to low-income participants using income thresholds from the Low-Income Fare Equity (LIFE) program.
- Administrative costs are not eligible for reimbursement.
- Data Availability: Excepting personally identifiable information, all OSR system data shall be made available to CCTA, MTC, and the County upon request. This includes CCTA’s United States Department of Transportation grant supporting the Integrated Open Data Platform for Multimodal Accessible Transportation (OPTIMAT) Project.
- Funds may be subject to a total dollar cap at the discretion of CCTA or the County.

Implementation of ATSP Strategy 20: Implementation shall include a continuation and expansion of the Means-Based Fare Subsidy program now referred to as the “Low-Income Fare Equity Program” (LIFE), for low-income populations for whom existing fares represent a barrier to access.

### Deliverables

Deliverables are the delivery of the progress reports described below.

### Progress Reports

- Semi-Annual (twice a year) reports are due 30 days after the periods ending December 31, 2025, June 30, 2026, December 31, 2026, and June 30, 2027. Reports are to be comprehensive, describing milestones achieved and noteworthy activities performed during the reporting period complete with references to ATSP language sanctioning the undertaken activity. Reports are to include a detailed and itemized report of Measure X expenditures and describe any non-Measure X funding used during the reporting period.
- Reports for periods ending June 30, 2025, and June 30, 2026, will constitute an annual report. Annual reports shall describe milestones achieved and noteworthy activities performed during the Funding Period. Annual reports shall include a powerpoint or equivalent presentation. In consultation with County staff, CCTA staff

shall make a presentation at the Transportation, Water, and Infrastructure Committee, and/or the Board of Supervisors of the annual reports.

- 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.

If Measure X funds are used for systems, capital investments, operations, or maintenance that support non-ATSP functions, a cost allocation analysis will be applied and Measure X funds shall only be used for the proportion of costs attributable to the ATSP function.

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. Consistent with the County and Measure X Community Advisory Board guiding principles for use of Measure X funds in implementing the ATSP, the parties intend Measure X funds be used to maximize the expansion of services through the ATSP while ensuring that CCTA is reimbursed for administering the ATSP. To that end, CCTA's reimbursable administrative costs, including salary and staff time, attributed to administering the ATSP shall not exceed 20% of the program's total cost. At the commencement of each funding period, the parties shall review and revise, as necessary, this limitation on reimbursable administrative costs to ensure consistency with the guiding principles and the parties' intent stated herein.

CCTA shall make its best effort to execute MOUs that will require any service provider, operator, organization, or agency Which receives Measure X funds to provide s pursuant to this MOU and to assist CCTA in collecting and providing data, including but not limited to financial, operations, and demographic data. This data will be collected, while assuring the privacy and security of such data, for the purpose of improving consumer outcomes, integration of consumer services, accessibility and management of the information, and program effectiveness, performance, and accountability.

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 ATSP documentation, or through CCTA, the use of Measure X funds must be consistent with adopted County policies, as determined exclusively by the County. These policies can be found at <https://www.contracosta.ca.gov/8530/Measure-X> or by contacting the County Administrators Office, 925-655-2075.



SCHEDULE 2  
TO  
FUNDING MEMORANDUM OF UNDERSTANDING  
FOR THE PERIOD OF  
JULY 1, 2024 – JUNE 30, 2026

PAYMENT SCHEDULE

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

Payments will be made on a reimbursement basis for actual expenditures incurred in performing the tasks specified in the Service Plan. CCTA may request payment twice to implement some or all of the tasks in the Service Plan. The itemized invoice must be submitted with a letter from the CCTA Executive Director or designee, along with the required progress report, requesting the release of funding. The County will make payment according to the request for payment, provided (i) the letter verifies that the work and expenditures were authorized by the CCTA Board, and (ii) the tasks itemized in the invoice are consistent with the Service Plan, as determined by County staff. Payments made under this MOU may not exceed \$2,975,280.