

**Memorandum of Understanding (MOU)**

**San Mateo County Transportation Authority  
and  
City of San Mateo**

**for the Implementation of**

**FASHION ISLAND BOULEVARD/19TH AVENUE  
CLASS IV BIKEWAY COMPLETE STREETS PROJECT**

This Memorandum of Understanding (MOU) is entered into as of \_\_\_\_\_ (Execution Date) by and between the San Mateo County Transportation Authority (TA) and the City of San Mateo (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

**RECITALS**

**WHEREAS**, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half-cent transaction and use tax for 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

**WHEREAS**, the New Measure A Transportation Expenditure Plan designates three percent of New Measure A funds for Pedestrian and Bicycle projects throughout the County; and

**WHEREAS**, on August 4, 2022, the TA issued the 2022 Cycle 6 Pedestrian and Bicycle Program Call for Projects; and

**WHEREAS**, in response to the call for projects, Sponsor requested that the TA provide \$2,000,000 in funds for the Fashion Island Boulevard/19th Avenue Class IV Bikeway Complete Streets Project (Project); and

**WHEREAS**, the Project meets the intent of the 2004 Transportation Expenditure Plan and the TA's Strategic Plan 2020-2024; and

**WHEREAS**, on December 1, 2022, the TA's Board of Directors programmed and allocated up to \$2,200,000 of New Measure A funds from the Pedestrian and Bicycle Program Category for the Project Approval and Environmental Document (PAED), Plans, Specifications, and Estimates (PS&E), and Construction (CON) phases of the Project through Resolution 2022-39; and

**WHEREAS**, this MOU covers the PAED and PS&E phases of the Project (Scope of Work), and the Parties will execute a new MOU for the CON phase after the PAED and PS&E phases are completed; and

**WHEREAS**, \$554,545 was allocated for the PAED phase and \$831,819 was allocated for the PS&E phase for a total of \$1,386,364; and

**WHEREAS**, in addition to the \$1,386,364, up to \$200,000 may be provided in the form of TA technical assistance, which may include staff or consultant support for the Scope of Work, for a total allocation of \$1,586,364; and

**WHEREAS**, the Sponsor will contribute \$138,636 in local, state, federal, or other grant matching funds and has requested including Local Congestion Relief funds for an additional \$300,000 in matching funds, for a total match of \$438,636 for the PAED and PS&E phases; and

**WHEREAS**, the Sponsor desires the TA to implement the Scope of Work as described in Section A-2, below.

**NOW, THEREFORE, the Parties to this MOU agree as follows:**

A. Project Scope and Description

1. Project Scope. This Project is the Fashion Island Boulevard/19th Avenue Class IV Bikeway Complete Streets Project.
2. Scope of Work. The Scope of Work, which is further detailed in Exhibit A, is the PAED and PS&E phases of the Project.
3. Limited to Scope of Work. This MOU is intended to cover only the Scope of Work. Further roles and responsibilities for subsequent phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

B. Funding and Payment

1. Funding Commitment. The TA will provide up to \$1,586,364 of New Measure A Pedestrian and Bicycle Program funds, consisting of up to \$1,386,364 for completion of the Scope of Work and up to an additional \$200,000 in technical assistance staff support services (provided by a combination of TA staff and consultants) associated with implementing the Project.
2. Cost Savings. Any cost savings of the New Measure A funds allocated for the Scope of Work will revert to the New Measure A Pedestrian and Bicycle Program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.

3. Matching Funds. Sponsor will provide \$438,636 of its discretionary funds for the completion of the Scope of Work. Sponsor agrees to contribute matching funds to the TA in one upfront lump sum payment of \$438,636 following the Sponsor's approval of an invoice from the TA describing the expenses to which the matching funds will be applied, subject to the following terms and conditions:
  - a. TA agrees that matching funds are to be expended solely for the Project and agrees to apply the matching funds using the pro-rata share (24%) contribution from the Sponsor toward the Scope of Work. TA technical assistance funding does not count toward the pro-rata share calculation. Should any funding remain upon completion or termination of the Project, the TA will immediately return any available balance to the Sponsor.
  - b. TA will document Project progress and expended New Measure A and matching funds in its regular status reports (see section D-5).
4. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the TA will identify the additional amounts needed and review those estimates with the Sponsor. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work. If additional funding is needed due to a change in the Scope of Work, as requested by the Sponsor, the TA will identify the additional amounts needed and review those estimates with the Sponsor. In such case, it is the responsibility of the Sponsor to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

### C. Term

1. Term of Agreement. This MOU is effective upon the Execution Date, and will terminate upon the earliest of: (a) 6 months after written acceptance/endorsement of the Sponsor of the completion of the Scope of Work, (b) termination by Sponsor or the TA pursuant to section C-3, C-4 or C-5, or (c) March 30, 2028.
2. Time of Performance. This Project Scope of Work must be completed no later than September 30, 2025.
3. Termination by Sponsor. The Sponsor may at any time terminate the MOU by giving ten (10) days' written notice to the TA. Sponsor will reimburse the TA for all funds expended by the TA in connection with the Scope of Work, and for all costs incurred by the TA in connection with the termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.
4. Termination by the TA. The TA may at any time terminate the MOU, with or without cause, by giving ten (10) days' written notice of such termination. If the TA terminates the MOU for Sponsor's default, Sponsor will reimburse the TA for all funds expended by the TA in

connection with performance of this MOU. If the TA terminates the MOU for convenience, the TA will reimburse Sponsor all costs and expenses incurred by Sponsor as a result of such termination.

5. Termination by the Parties. If it is mutually agreed by the Parties that it would be in their mutual best interests to terminate or suspend work on the Project, neither Party may seek nor be entitled to receive further reimbursement for any costs or expenses incurred in connection with the Scope of Work nor termination of this MOU.
6. Expiration of TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution to the Project as established in Section B-1 above or upon termination of this MOU under Section C-1 above, whichever occurs first.

#### D. TA Responsibilities

1. The TA will perform and complete the Scope of Work, either through its own forces or the use of one or more third-party consultants or contractors.
2. The TA will make available to the Project up to \$1,386,364 of New Measure A funds for the Scope of Work and up to \$200,000 for TA staff or consultant support.
3. For purposes of delivering the Scope of Work, the TA agrees to:
  - a. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
  - b. Provide technical oversight for performance of the Scope of Work;
  - c. Lead coordination with Caltrans and other permitting agencies as necessary for the Scope of Work;
  - d. Obtain the necessary permits and approvals required for the Scope of Work;
  - e. Procure and administer the consultant/contractor services to complete the Scope of Work;
  - f. Organize and facilitate regular meetings of a Technical Working Group (TWG) comprised of the design team, Sponsor, and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
  - g. Keep Sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and

- h. Consult with Sponsor where necessary/appropriate.
- 4. The TA will provide the Sponsor access to the quarterly progress reports that the TA provides to its Board of Directors.
- 5. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU. The TA will also track the accumulation and expenditure of New Measure A funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.
- 6. The TA will be responsible for preparing grant applications and supporting the Sponsor in securing additional gap funding for the Project, as needed.
- 7. The TA will lead outreach efforts to local stakeholders and community members, including coordination of community workshops and periodic updates.

#### E. Sponsor Responsibilities

- 1. The Sponsor will share responsibilities with the TA for obtaining political and public support for the Project and securing additional gap funding for the Project, as needed.
- 2. The Sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
- 3. The Sponsor will actively participate in the TWG meetings related to the Scope of Work.
- 4. The Sponsor may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however, the TA retains ultimate authority over contracting and related decisions.
- 5. The Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject contractor/consultant work.
- 6. The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA and/or its contractors/consultants for the Scope of Work.
- 7. The Sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of New Measure A funds allocated for the Scope of Work; however, the TA retains ultimate authority for expenditure of New Measure A funds on the Project.
- 8. The Sponsor will provide a local match of \$438,636 (see section B-3).

## F. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and 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 indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

## G. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, 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 TA or the Sponsor under this MOU, are the joint property of the TA and the Sponsor. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. Sponsor must include attribution that indicates work was funded by New Measure A funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by New Measure A funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and

duration to their express provisions. Consent to one action does not imply consent to any future action.

4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Compliance with Laws. In performance of this MOU, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.
7. Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the TA or Sponsor 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.
8. Modifications. This MOU may only be modified in a writing executed by all Parties.
9. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
10. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
11. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
12. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
13. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.
14. Counterparts. This MOU may be executed in counterparts.

15. Electronic Signatures. This MOU may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this MOU will be construed as the Parties' consent to do business electronically.
16. Entire MOU. This MOU 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.
17. Notices. All notices affecting any of the clauses of this MOU must 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 will 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 TA:                      San Mateo County Transportation Authority  
                                    1250 San Carlos Avenue  
                                    P.O. Box 3006  
                                    San Carlos, CA 94070-1306  
                                    Attn: District/TA Secretary

To Sponsor:                City of San Mateo  
                                    330 W. 20<sup>th</sup> Avenue  
                                    San Mateo, CA 94403  
                                    Attn: City Manager

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the Execution Date.

**CITY OF SAN MATEO**

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

Name: Alex Khojikian

Its: City Manager

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the City of San Mateo

**SAN MATEO COUNTY TRANSPORTATION  
AUTHORITY**

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

Name: April Chan

Its: Executive Director

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the TA

**Exhibit A: Scope of Work Information**

**Exhibit B: Excerpts from the Project’s Cycle 6 Measure A/W Pedestrian and Bicycle Program Funding Application (i.e. location maps, design plans, detailed scope of work, etc.)**

## EXHIBIT A: SCOPE OF WORK INFORMATION

### *Fashion Island Boulevard/19th Avenue Class IV Bikeway Complete Streets Project*

**Sponsoring Agency:** *City of San Mateo*

**Contact:** *Jay Yu, Engineering Manager*  
*(650) 522-7323, [jyu@cityofsanmateo.org](mailto:jyu@cityofsanmateo.org),*  
*330 W. 20<sup>th</sup> Avenue, San Mateo, CA 94403*

**Lead/Implementing Agency:** *SMCTA*

**Contact:** *Carolyn Mamaradlo, Project Manager*  
*(650) 394-9633, [mamaradloc@samtrans.com](mailto:mamaradloc@samtrans.com),*  
*1250 San Carlos Avenue, San Carlos, CA 94070*

#### **Project Description and Scope of Work:**

*The Fashion Island Boulevard/19<sup>th</sup> Avenue Class IV Bikeway Complete Streets Project includes the environmental review and final design for multimodal roadway improvements between Pacific Boulevard and Mariners Island Boulevard. The Project elements include a Class IV separated bikeway, sidewalk and pedestrian safety features, smart/adaptive signals, traffic lane reconfiguration, stormwater treatment and the reconstruction of the intersection of S. Norfolk Street and Fashions Island Boulevard.*

*The Project will connect residents and commuters to the Hayward Park Caltrain Station and future SamTrans Mobility Hub at the existing Caltrans Park and Ride lot. The Project is intended to improve conditions near the freeway on-/off-ramps, incorporate areas for green stormwater infrastructure, develop protected intersections, and fill in gaps in the existing bike network.*

#### **Project Schedule:**

	<u>Begin</u>	<u>End</u>
Program or Planning	10/22	12/24
PE/Environmental	09/24	02/25
PS&E	02/25	09/25
Right-of-Way	N/A	N/A
Construction	N/A	N/A

**Project Budget/ Source of Funding:**

Include funding plan for project defined above, including use of TA staff support if applicable

Phase	Measure A Funding Amount	Other Sources*		Total
		List Fund Source	Amount	
PE/Environmental	\$554,545	City of San Mateo**	\$105,455	\$660,000
PS&E	\$831,819	City of San Mateo**	\$333,181	\$1,165,000
				\$0
TA Support, if applicable	\$200,000			\$200,000
Total:	\$1,586,364		\$438,636	\$2,025,000

\* The other fund sources are provided for informational purposes.

\*\*Includes City of San Mateo Congestion Relief Funds (\$50K for PE/ENV; \$250K for PS&E)

**Operating Responsibility:** *N/A*

**Maintenance Responsibility:** *N/A*

**Project Implementation Responsibility:** *San Mateo County Transportation Authority*

**Project Oversight Responsibility:** *San Mateo County Transportation Authority*

**Exhibit B: Excerpts from the Project’s Cycle 6 Measures A and W Pedestrian and Bicycle Program Funding Application (i.e. location maps, design plans, detailed scope of work, etc.)**



PEDESTRIAN AND BICYCLE PROGRAM 2022 CYCLE 6 CALL FOR PROJECTS  
San Mateo County Transportation Authority/City of San Mateo  
Fashion Island Boulevard/19th Avenue Class IV Bikeway Complete Streets Project