

# City of Brisbane

## Agenda Report

TO: Honorable Mayor and City Council

FROM: Director of Public Works/City Engineer via City Manager

SUBJECT: Brisbane-Daly City Cooperative Agreement for Bus Shelter

DATE: March 19, 2012

### **City Council Goals:**

To promote transportation opportunities that maximize safety, reliability, enhance circulation and create options thereby reducing reliance on the use of the automobile. (#5)

### **Purpose:**

To obtain Council approval of an agreement that will facilitate the use of grant funds to create a bus stop shelter at the existing bus stop adjacent to the 7 Mile House; this action is consistent with the community's environmentally progressive values, as it is expected to lead to an increased use of transit.

### **Recommendation:**

Approve the "Cooperative Agreement Between the City of Daly City and the City of Brisbane for Construction of Bus Stop Improvements," and authorize the Mayor to sign the agreement on the city's behalf.

### **Background:**

The Fall 2008 Bayshore Community Based Transportation Plan (first 13 pages provided as Attachment 1<sup>1</sup>) prepared by the San Mateo County Transit District for the City/County Association of Governments (C/CAG) identified the installation of a shelter at the existing 7 Mile House bus stop as the #1 stated transportation need for this community (see pg. 7 Attachment 1). The referenced bus stop is physically located within the City of Brisbane, but outside the Project Area of the Plan (see Figure 2, pg. 13, Attachment 1).

SamTrans approached city staff in early 2009 and proposed a joint agency application for improvements in this area to the Lifeline Transportation Program, a Prop 1B funded

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<sup>1</sup> The full document is available on the web at  
[http://www.ccag.ca.gov/pdf/documents/2009%20Doc BayshoreCBTP-FINAL-FALL2008.pdf](http://www.ccag.ca.gov/pdf/documents/2009%20Doc%20BayshoreCBTP-FINAL-FALL2008.pdf).

program established by the Metropolitan Transportation Commission, and administered locally by C/CAG. Considering the location of the bus stop, the principal source of citizens served by the stop, and the transit operating agency, the final funding application was submitted by Daly City, with Brisbane and SamTrans listed as partner agencies.

C/CAG approved the application in January 2010. In July 2010, the San Mateo County Transit District (SamTrans) entered into a Memorandum of Understanding with Daly City, so that SamTrans could pass through the Prop 1B funds<sup>2</sup> to Daly City for construction of the bus shelter. (Said MOU is included as Attachment 2.) Further work on the project was delayed pending sale of the underlying state bonds.

Brisbane staff designed the draft bus shelter improvements that are shown in the application, and will design the final improvements to be constructed within our right-of-way. In addition to Brisbane City Council approval before publishing a Notice Inviting Bids, the proposed Cooperative Agreement requires Daly City's and SamTrans' approval of the improvement plans. The current draft plan is shown as Attachment 3.

#### **Discussion:**

City staff determined early in conversations with other agencies that the most efficient and effective means of coordinating the design of the bus stop upgrade within our city limits with; the desire to not eliminate parking for the 7 Mile House, with completed and proposed roadway/bikeway improvements, and with PG&E improvements related to their perimeter wall, was for city staff to retain primary control over the design.

An alternative delivery method would be to allow Daly City to take the lead on design and construction management, and complete the work under a City of Brisbane Encroachment Permit. This methodology would be inconsistent with the submitted and approved joint application. As the project has been "on the books" for several years, staff has available time to complete the work as envisioned in both the application and the Cooperative Agreement that is the subject of this staff report.

The Cooperative Agreement was drafted by the Brisbane City Attorney and signed by Daly City without any exceptions raised to the terms.

#### **Fiscal Impact:**

The cost of construction for this project is fully funded by Prop 1B grant money and State Transit Assistance allocation.

The City of Brisbane will provide an estimated \$36,000 in staff cost for design, project management and construction management. The City of Daly City will provide approximately \$6,000 of staff cost. (See pg. 2 Attachment 4).

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<sup>2</sup> Transit agencies are the only eligible recipients of the Lifeline Transportation Program money from Proposition 1B Public Transportation, Modernization, Improvement and Service Enhancement Account funding.

### Measure of Success

The construction of a bus shelter that encourages public use of transit in all weather conditions, which is designed in accordance with engineering traffic safety principles, and which does not remove parking from the existing adjoining Brisbane business.

### Attachments:

1. Bayshore Community Based Transportation Plan (excerpt)
2. MOU between San Mateo County Transit District and the City of Daly City
3. DRAFT Improvement Plan
4. **Cooperative Agreement Between the City of Daly City and the City of Brisbane for Construction of Bus Stop Improvements**



Director of Public Works/City Engineer



City Manager

A copy of supporting materials provided to the City Manager and Council Persons in connection with this agenda item is available for public inspection and copying at 50 Park Place, City of Brisbane Department of Public Works, Brisbane, CA, 94005, Telephone: (415) 508-2130.



# BAYSHORE

## Community-Based Transportation Plan



FALL 2008

Prepared for  
City/County Association of Governments

By  
San Mateo County Transit District

ATTACHMENT 1



## **Acknowledgements**

A special thanks to the Bayshore Community-Based Transportation Plan Stakeholder Committee, the Daly City City Manager's Office, and the Bayshore Community for their vital participation throughout the planning process.

## **Technical Advisory Committee**

Joseph Curran – City of Daly City  
Linda Holman – San Mateo County Human Services Agency  
Kevin Keck – San Francisco Municipal Transportation Authority  
Therese Knudsen – Metropolitan Transportation Commission  
Diana Shu – San Mateo County City/County Association of Governments  
Peter Straus - San Francisco Municipal Transportation Authority  
Danica Toy – San Mateo County Human Services Agency

## **San Mateo County Transit District Project Team**

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## BAYSHORE COMMUNITY-BASED TRANSPORTATION PLAN (CBTP)

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## Executive Summary

The Bayshore Community-Based Transportation Plan (CBTP) examines the transportation needs of the Bayshore community in Daly City and recommends steps to address these needs. This project is part of the Metropolitan Transportation Commission's (MTC) Community-Based Transportation Planning Program, a collaborative planning process to identify transportation needs in low-income communities throughout the region. With a strong emphasis on community participation, the Bayshore CBTP identifies transportation gaps within the Bayshore neighborhood, and recommends projects to address them.

Daly City is located at the northernmost tip of San Mateo County, adjacent to San Francisco City and County. The Bayshore neighborhood is located in the far eastern part of Daly City to the north of Brisbane. The northern border of the project area lies on the border between San Mateo County and San Francisco. The study area for this plan was defined in consultation with the City of Daly City and includes U.S. Census Tract 6002.

A Technical Advisory Committee was formed to oversee the development of this plan and includes representatives of MTC, Daly City, the San Mateo County City/County Association of Governments (C/CAG), the San Francisco Municipal Transportation Authority (SFMTA), and the San Mateo County Human Services Agency (HSA).

## Bayshore Neighborhood Profile

### Demographics

The population of the Bayshore neighborhood is 3,890 people, which is 3.75% of Daly City's total population, according to the 2000 U.S. Census. The residents of the Bayshore neighborhood are slightly younger than Daly City and San Mateo County as a whole. The racially diverse nature of this neighborhood mirrors that of Daly City with Asians comprising 57% of the population, 24% Hispanic/Latino, 10% African American, and 7% Caucasian. Twenty-eight percent of the Bayshore's households are considered linguistically isolated and a relatively high percentage of households are below the poverty line when compared to Daly City and the County. Approximately two-thirds of the housing units in the project area are owned by the householder.

### Transportation

The City of Daly City is served by many transit agencies, including two major BART lines (Daly City to Richmond and Daly City to Fremont), SamTrans, Muni, and Caltrain (at Bayshore Station). Two SamTrans school service routes, 24 and 121, serve the Bayshore neighborhood along Geneva Avenue. SamTrans regular fixed routes 292 and 397 run adjacent to the project area along Bayshore Boulevard to the east. Also operated by SamTrans, the combination fixed-route demand response Bayshore/Brisbane shuttle serves the project area, and connects to the Bayshore Caltrain Station and the City of Brisbane during the midday on weekdays.

## Community Outreach

Community outreach was conducted to increase the participation of residents, community-based organizations (CBO's) and agencies serving the Bayshore community in the planning process. A Stakeholder Committee was appointed by Daly City staff and 17 active members provided guidance and input to the planning process and work products. In addition, the San Mateo County Transit District (District) conducted the following outreach strategies:

1. Resident Survey
2. CBO/Agency Interviews
3. Presentations
4. Public Service Announcements
5. Targeted Mailing List
6. Hotline

Listed below are the most commonly stated transportation needs that were developed from all of the above outreach efforts. The stated transportation needs generally fell into three categories:

- *Access to transit and community facilities within the Project Area*
- *Access to places outside of the Project Area*
- *Information and Cost*

These three categories were used throughout the remainder of the planning process and this report to group the stated transportation needs and their corresponding transportation strategies.

### Stated Transportation Needs

#### *Access to transit and community facilities within the Project Area*

1. A shelter is needed at the bus stop at the corner of Bayshore Blvd and Geneva Ave, in front of the 7-Mile House Restaurant.
2. Better transit amenities are needed.
3. Residents do not feel safe waiting at transit stops.
4. Walking is dangerous because of fast moving traffic and insufficient crossing time.
5. The Muni stop at Santos Street and Geneva Avenue is difficult to get to from most parts of the neighborhood.
6. It is difficult to walk up the hill to the residences at the southern part of the project area, the community center, and library.
7. Regular fixed-route bus service that goes through the neighborhood is needed.

#### *Access to places outside of the Project Area:*

8. Getting to the western portion of Daly City for shopping, grocery, and medical appointments is difficult and time consuming on transit. Destinations in this area include:
  - A) Safeway Food and Drug, 4950 Mission St. SF & 85 Westlake Ave.
  - B) Shopping in the Westlake District John Daly Blvd. & Lake Merced Blvd.
  - C) Serramonte Shopping Center, 3 Serramonte Ctr. Daly City
  - D) Doelger Senior Center, 101 Lake Merced Blvd. Daly City
  - E) North Peninsula Food Pantry, 31 Beppler St. Daly City
  - F) Seton Hospital, 1900 Sullivan Ave in Daly City
  - G) Daly City Clinic, 380 90th St in Daly City



## BAYSHORE COMMUNITY-BASED TRANSPORTATION PLAN (CBTP)

9. It is difficult to get to Balboa Park BART and Daly City BART.
10. Residents need better access to transit that serves City College.
11. Residents need better access to transit that serves Chinatown and downtown San Francisco.
12. Residents need better transportation to grocery stores.
13. Residents need better connections to Kaiser Hospital in South San Francisco.
14. School District finances are stretched to provide bus service from the Bayshore neighborhood to high schools.
15. Taxis often will not serve the Bayshore neighborhood.

### *Information and Cost:*

16. There is a lack of information about transportation options.
17. There is a need for information about transportation options in languages other than English.
18. Transferring between public transit systems is costly.

## **Recommended Transportation Strategies**

A list of potential strategies was formed to address the transportation needs identified through the outreach process. These potential strategies were categorized by the need group they would address and then developed into recommended transportation strategies. Each of these strategies, which are detailed in Chapter 4, include an explanation of the specific transportation needs they address, a project description, potential transportation and community impacts, implementation requirements, further analysis need/ongoing study, and financial considerations. Each strategy also contains an analysis of the project against evaluative criteria.

## **Action Plan**

The success of this Community-Based Transportation Plan will depend on moving forward with timely implementation of the recommended strategies. Table ES-1 shows the 14 recommended transportation strategies along with their corresponding lead agency, estimated cost, timeframe, and potential funding sources. Proposed implementation actions and responsibilities for the coming months are shown in Table ES- 2.



# BAYSHORE COMMUNITY-BASED TRANSPORTATION PLAN (CBTP)

## Funding Type Legend:

LIFT: Low Income Flexible Transportation Program  
 TFCA: Transportation Fund for Clean Air  
 TANF: Temporary Assistance for Needy Families  
 TLC: Transportation for Livable Communities  
 5307: FTA Urbanized Area Formula Program  
 SR2S: Safe Routes to School funds

CDBG: Community Development Block Grants  
 5310: FTA Specialized Transit & Procurement  
 SMCTD: San Mateo County Transit District  
 SMCTA: San Mateo County Transportation Authority  
 SR2T: Safe Routes to Transit funds  
 SFMTA: San Francisco Municipal Transportation Agency

**Table ES- 1: Implementation Matrix**

Need: Access to places outside of the Project Area					
Strategy	Recommended Lead Agencies	Estimated Cost	Timeframe	Description	Potential Funding
1 Provide Circulator Shuttle Service	San Mateo County Transit District; City of Daly City	\$16,080/mo \$192,960/yr	Short	Provide shuttle service that serves the Bayshore neighborhood, SamTrans and Muni bus stops, BART, and Daly City. Service would operate for 10 hours on weekdays and 6 hours on weekends.	TFCA; Lifeline; C/CAG; SMCTA; 5310
2 Provide Discounted Taxi Rides to Medical Facilities	City of Daly City	\$4350/mo \$52,200/yr	Short	Provide discounts to low-income residents for taxi rides to medical facilities from the Bayshore neighborhood.	TANF; C/CAG
3 Subsidize School Bus Service	Jefferson School District	\$295,291/yr	Short	Procure funding to subsidize the existing school bus service provided by the Jefferson School District that transports students from the Bayshore neighborhood to high schools.	C/CAG
4 Provide Shuttle Service to Kaiser Medical Offices	Kaiser Permanente	\$13,200/mo \$158,400/yr	Mid	Provide shuttle service that connects Kaiser Medical Facilities in South San Francisco and Daly City with BART.	Kaiser
5 Provide Fixed-Route Transit Service	San Mateo County Transit District	Operations & maintenance \$370,000/yr	Long	Extend SamTrans Route 121 to serve the Bayshore neighborhood.	SMCTD; C/CAG; TFCA; Lifeline

Table ES- 1: Implementation Matrix

Strategy	Recommended Lead Agencies	Estimated Cost	Timeframe	Description	Potential Funding
<b>Need: Accessing transit and community facilities within the Project Area</b>					
6	San Mateo County Transit District; City of Daly City; City of Brisbane	SamTrans stop adjacent to the 7-Mile House Restaurant: \$15,000	Short - Mid	Improve the SamTrans bus stop at Bayshore Blvd and Geneva Ave by adding a shelter and other amenities.	SMCTD; Daly City; Brisbane; advertising contract; 5307; SR2T; Lifeline
7	SFMTA, the City of Daly City, City of San Francisco	Cost of installing a new shelter would be covered by advertising contract w/ SFMTA	Short - Mid	Improve two Muni bus stops (Santos Street and Geneva Avenue and the inbound stop at Rio Verde Street and Geneva Ave) by adding a shelter and other amenities.	SFMTA; Daly City; San Francisco; SR2T
8	The City of Daly City and the City of Brisbane	\$87,000 (1740 feet) \$800,000 (50 lamps)	Mid	Provide sidewalks on four sections of Bayshore Blvd and Main Street to provide easier and safer access to SamTrans bus stops from the Bayshore neighborhood. Install pedestrian-scale lighting throughout the neighborhood.	Daly City; Brisbane; TLC; 5307; SR2T; TDA Article 3;
9	The City of Daly City	\$19.4m for implementation of entire Geneva Streetscape Master Plan	Short - Mid	Provide bicycle lanes on Geneva Avenue to Bayshore Blvd and provide bicycle racks at nearby transit stops.	Daly City; SR2T; SR2S; TFCA



**Table ES- 1: Implementation Matrix**

Strategy	Possible Lead Agencies	Estimated Cost	Timeframe	Description	Potential Funding	
Need: Information & Cost						
10	Improve Taxi Service Information	The City of Daly City	\$600	Short	Provide information on available taxi services for Bayshore residents.	Daly City Cab and/or Serra Cab; Daly City
11	Increase Public Awareness about Transportation Options	San Mateo County Transit District; SFMTA	\$8890 for map \$5296 for info packet	Short	Provide information about the various public transportation options available to Bayshore residents. Create a specially tailored map of transportation options.	SMCTD; SFMTA; Daly City; Lifeline
12	Provide Transit Information in Different Languages	San Mateo County Transit District and San Francisco Municipal Transportation Agency	\$1000 - \$3000	Short - Mid	Translate the SamTrans How to Ride Guide, Bus System Map, and Transit Information Guide into Chinese and distribute to the Bayshore area upon request. Translate map described in Strategy #11.	Daly City; SMCTD; Lifeline
13	Improve Affordability of Transfers between Transit Systems	San Mateo County Transit District and San Francisco Municipal Transportation Agency	\$13,687 - \$109,500 /yr	Mid	Develop a mechanism for providing discounted transfers between SamTrans and Muni at stops near the project area border with San Francisco.	SMCTD or SFMTA, depending on the logistics of the agreement
14	Subsidize Monthly Transit Passes for Low Income Riders	The City of Daly City, the San, Mateo County Human Services Agency (HSA), and San Mateo County Transit District	\$2,250/mo \$27,000/yr	Short - Mid	Subsidizing monthly SamTrans passes would make transit more affordable for low income residents and increase their mobility. Subsidized passes could be made available at pass vendor outlets or through the Human Services Agency to individuals furnishing proof of low income status.	TANF, CDBG, Daly City



**Table ES- 2: Next Steps**

<b>Action</b>	<b>Timeline</b>	<b>Lead Agency/ Partners</b>
Distribute Draft CBTP for comments to TAC, Stakeholders, and Targeted Distribution List	May 2008	San Mateo County Transit District
Present Draft CBTP to Stakeholder Committee	May 2008	San Mateo County Transit District
Prepare and Distribute Final Plan	Fall 2008	San Mateo County Transit District, San Mateo City/County Association of Governments
Create a Plan Implementation Committee (PIC) comprised of agency stakeholders and community leaders. Hold first meeting.	Winter 2009	City of Daly City
Develop project funding and implementation steps for short-term strategies	Winter/Spring 2009	City of Daly City + PIC
Develop applications for discretionary grant funding for recommended strategies	FY 09 and FY 10	City of Daly City
Consideration by C/CAG and the District of recommended service improvements for incorporation into short range transit plans, SamTrans Strategic Plan, and other planning, funding, and implementation decisions.	FY 09 and FY 10	C/CAG, MTC, San Mateo County Transit District
Begin implementation of funded strategies	FY 09 and FY 10	Project Leads

# Chapter 1: Introduction

## Background

The Bayshore Community-Based Transportation Plan (CBTP) examines the transportation needs of the Bayshore community in Daly City and recommends steps to address these needs. This project is part of the Metropolitan Transportation Commission's (MTC) Community-Based Planning Program, a collaborative planning process to identify transportation needs in low-income communities throughout the region. The CBTP program evolved out of two reports completed in 2001 - the Lifeline Transportation Network Report and the Environmental Justice Report. The Lifeline Report identified travel needs in low-income communities and recommended community-based transportation planning as a way for communities to set priorities and evaluate options for filling transportation gaps. Using the Lifeline Report as a starting point, the Bayshore CBTP identifies transportation gaps within the Bayshore neighborhood, and recommends projects to address them.

The MTC Lifeline Transportation Planning Program objectives include:

- Target planning efforts in low income communities
- Facilitate community participation in prioritizing transportation needs and identify potential solutions
- Cultivate collaboration between the community, transit agencies, congestion management agencies and MTC
- Build community capacity through Community Based Organization involvement in the planning process

In accordance with MTC guidelines, this Community-Based Transportation Plan is being conducted under the auspices of the San Mateo City/County Association of Governments (C/CAG), in its role as the Congestion Management Agency for the county. C/CAG selected the San Mateo County Transit District (the District) to conduct the planning process for the Bayshore CBTP.

## Bayshore Community-Based Transportation Plan

The community-based planning process is a collaborative effort which involves extensive community and stakeholder involvement at every stage of the planning process. A *Technical Advisory Committee* comprised of staff representing the City of Daly City, the San Mateo County Human Services Agency (HSA), C/CAG, MTC, the San Francisco Municipal Transportation Agency (SFMTA) and the District was formed to oversee the process. Additionally, a *Stakeholder Committee*, comprised of Bayshore residents, community based organizations, and stakeholders, was appointed by city staff and provided input throughout the planning process.

*Chapter 2* contains a summary of existing conditions of the Bayshore CBTP project area. These include information about demographics, transportation, and other planning efforts that affect the area.

Chapter 3 explains the community outreach process and presents the results. This chapter also contains a list of stated transportation needs and potential solutions which emerged from the outreach findings.

Chapter 4 contains a program of fourteen transportation strategies to address the transportation needs identified through the outreach process. The strategy descriptions each contain:

- Transportation Need Addressed
- Project Description
- Potential Transportation & Community Impacts
- Implementation Requirements
- Potential Funding and Cost Estimate

Chapter 5 contains an action plan which outlines some suggested next steps for successful implementation of the strategies outlined in Chapter 4.

## Project Area

Daly City is located at the northern border of San Mateo County, adjacent to San Francisco City and County. The Bayshore neighborhood is located in the far eastern part of Daly City to the north of the city of Brisbane. The northern border of the project area lies on the border between San Mateo County and San Francisco. The study area for this plan was defined in consultation with the City of Daly City and includes U.S. Census Tract 6002 as shown in the maps below.

**Figure 1: Project Area**

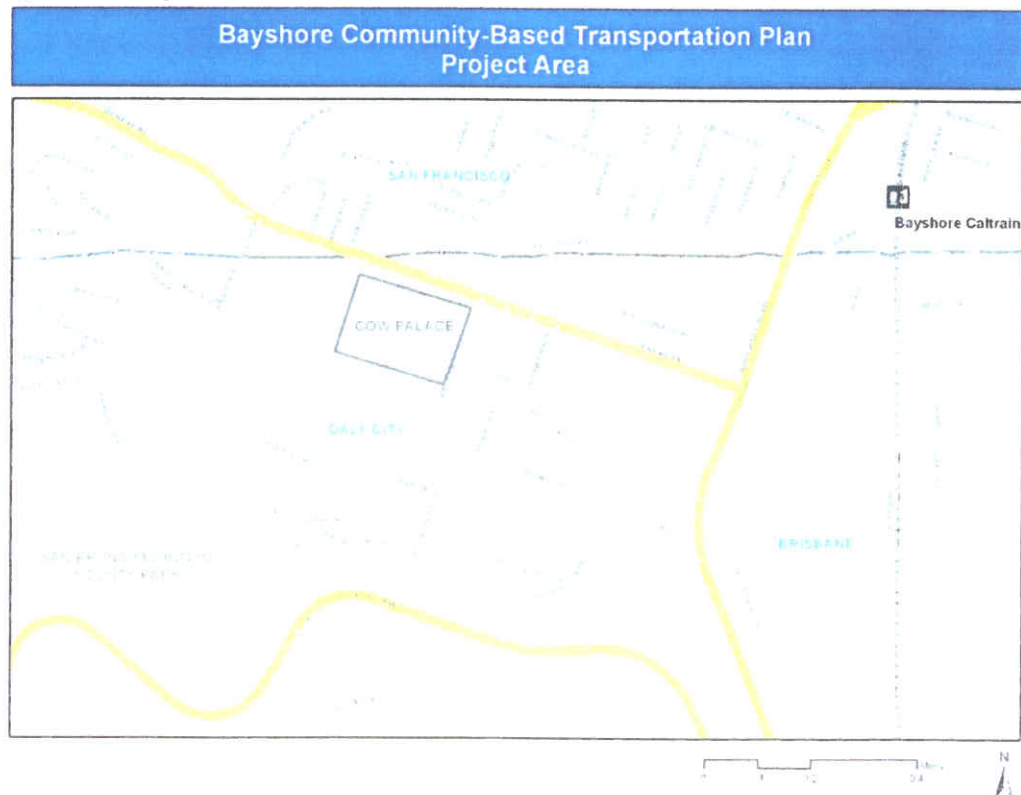
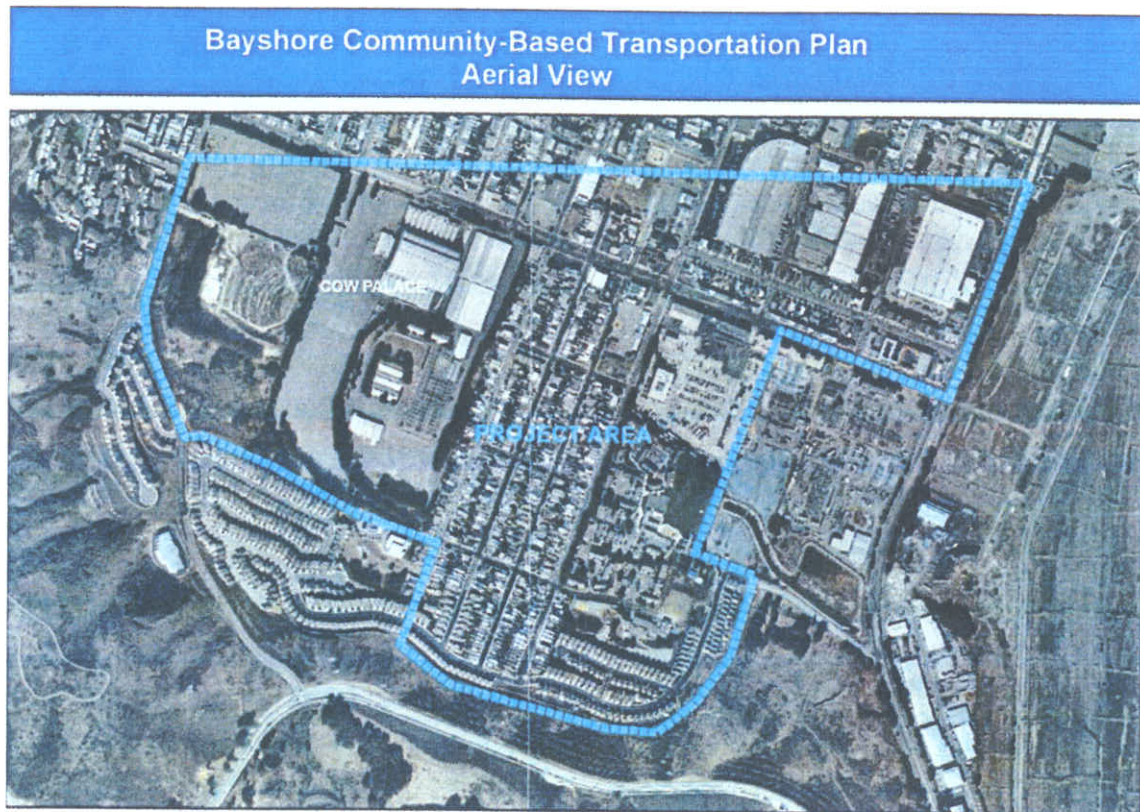




Figure 2: Aerial View of the Project Area



**MEMORANDUM OF UNDERSTANDING**  
**Between**  
**SAN MATEO COUNTY TRANSIT DISTRICT**  
**and**  
**THE CITY OF DALY CITY**

This Memorandum of Understanding ("MOU"), effective the 1<sup>st</sup> Day of July 2010, is entered into by and between the San Mateo County Transit District ("DISTRICT") and the City of Daly City ("RECIPIENT").

WHEREAS, the Lifeline Transportation Program ("LTP") was established by the Metropolitan Transportation Commission ("MTC") to fund operating and capital projects that result in improved mobility for low income residents in the San Francisco Bay Area and the City/County Association of Governments of San Mateo ("C/CAG") is responsible for the administration of the LTP in San Mateo County; and

WHEREAS, the RECIPIENT applied to C/CAG for funding under the LTP to implement bus stop improvements ("PROJECT"); and

WHEREAS, C/CAG has awarded \$187,181 of Proposition 1B Public Transportation Modernization, Improvement, and Service Enhancement Account ("PTMISEA") funding to the RECIPIENT for the PROJECT; and

WHEREAS, C/CAG has requested that the DISTRICT, as the only eligible recipient of PTMISEA funds in San Mateo County, file applications on behalf of the RECIPIENT and pass-through PTMISEA funds to the RECIPIENT to allow for the implementation of the PROJECT; and

WHEREAS, the RECIPIENT will be completing an allocation request for PTMISEA funds and will transmit it to the DISTRICT so the DISTRICT will be able to pass-through \$187,181 of PTMISEA funds to the RECIPIENT for the implementation of the PROJECT; and

WHEREAS, the RECIPIENT has secured and will provide in full the local match for the PROJECT as stated in its application, which is included in Appendix A and is incorporated in this MOU by reference; and

WHEREAS, C/CAG has allocated \$6,000 in State Transit Assistance ("STA") funds as compensation to the District for its administrative expenses related to this MOU; and

WHEREAS, the DISTRICT and the RECIPIENT desire to enter into the following formal contract pursuant to the aforementioned funding for implementation of said PROJECT.



**NOW, THEREFORE, BE IT RESOLVED** that the DISTRICT and the RECIPIENT agree to the following:

**I. PURPOSE**

The purpose of this MOU is to memorialize the understanding between the DISTRICT and the RECIPIENT pursuant to which the DISTRICT passes-through PTMISEA funds to the RECIPIENT specifically intended for the implementation of the PROJECT. The funds the DISTRICT passes-through to the RECIPIENT for the foregoing purpose is specifically contingent upon the DISTRICT's receipt of the PTMISEA funds. The DISTRICT will serve as the recipient and pass-through agent of the PTMISEA funds and the RECIPIENT will serve as the project manager for the PROJECT and be responsible for ensuring that the PROJECT is coordinated with the DISTRICT and any other applicable project partner. The RECIPIENT will also be responsible for obtaining any required approvals from the District as contained in the District's concurrence letter for the PROJECT included in Appendix B and incorporated in this MOU by reference.

**II. COMPLIANCE**

A. The RECIPIENT shall comply with all policies and requirements of the LTP, and the Proposition 1B PTMISEA program from the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006.

B. The RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations, or requirements of the federal, state, or local government, and any agency thereof, which relate to or in any manner affect the performance of this MOU.

C. Those requirements imposed upon the DISTRICT as the PROJECT "Sponsor" are hereby imposed upon the RECIPIENT.

**III. SCOPE OF WORK**

A. The RECIPIENT shall provide improvements through the PROJECT in accordance with the grant application, which is attached in Appendix A to this MOU.

B. The RECIPIENT shall be responsible for the completion of semi-annual reports in the format required by the California Department of Transportation, Division of Mass Transportation ("DMT"). The RECIPIENT shall notify the DMT of PROJECT completion either by letter or E-mail and shall submit to DMT, within six (6) months after the PROJECT is complete a short summary of the PROJECT. The RECIPIENT shall also submit copies of all reports and notices to the DISTRICT no later than 15 days prior to the due dates established by the DMT. Failure of the RECIPIENT to provide required reports and notices within the time parameters required by this MOU may be grounds for termination in accordance with Section IX of this MOU.

C. In addition to those reporting requirements set forth in subsection B., the RECIPIENT shall comply with any and all reporting required by the DISTRICT and/or C/CAG. Copies of all reports and notices shall be forwarded by the RECIPIENT to the DISTRICT no later than 15 days prior to the due dates.

D. Prior to the award of a construction contract and pass-through of construction funding, the DISTRICT shall have the right to provide final approval of



plans for the PROJECT, including any shelter locations and design. Such approval must be provided in writing from the DISTRICT'S Deputy CEO Operations, Engineering and Construction, or his designee, prior to the construction of the PROJECT.

E. The RECIPIENT shall maintain the PROJECT according to the standards provided by the DISTRICT. Should the PROJECT not be maintained according to such standards, the DISTRICT shall advise the RECIPIENT in writing of the need for corrective action. If such corrective action has not been taken within thirty (30) days from the date of the notice, the DISTRICT shall cause the required corrective action to be taken and the RECIPIENT shall reimburse the DISTRICT for the expense incurred.

F. Should an asset included as a part of the PROJECT be sold or otherwise retired prior to the end of its useful life, the RECIPIENT shall be responsible for any penalties and/or payments required by legislation and/or funding agency policies related to the LTP funding program.

#### **IV. FINANCIAL:**

A. The DISTRICT has no obligation to provide funds in excess of the \$187,181 amount awarded to the RECIPIENT from the LTP, unless there is approval of additional grant funding for the PROJECT and both parties execute a written amendment to this MOU to reflect any additional funding.

B. The DISTRICT shall agree to provide such PTMISEA funds required for implementation of the PROJECT to the RECIPIENT on a reimbursement basis.

C. The DISTRICT shall not be required to provide such PTMISEA funds to the RECIPIENT until after said funds are received by the DISTRICT.

D. The DISTRICT agrees to make payments to the RECIPIENT on a quarterly basis in arrears of the RECIPIENT's incurring of expenses related to the PROJECT.

1. The RECIPIENT shall submit quarterly invoices to the LTP Program Administrator at C/CAG within 30 days after the end of each quarter for which payment is sought covering costs for PROJECT activities accomplished through the end of such quarter, not covered by previously submitted invoices.

2. Each quarterly invoice for these payments shall be supported by the following information: a brief narrative progress report, the total costs expended for the PROJECT during the preceding quarter, the dollar amount of PTMISEA funds requested for reimbursement, total costs expended for the PROJECT to date, the total amount paid by the DISTRICT under this MOU to date, copies of invoices and other expense records justifying the request for reimbursement, and any additional supporting data required by the DISTRICT and/or C/CAG. The amount of PTMISEA funds requested for reimbursement in each quarterly invoice shall not exceed the proportion of PTMISEA funds to the total cost of the PROJECT.

3. Following review and approval of the RECIPIENT's invoice by C/CAG'S LTP Program Administrator, the invoice shall be forwarded by C/CAG to the DISTRICT for payment.

4. Payment shall be made to the RECIPIENT by the DISTRICT within 30 days following receipt of an approved invoice from C/CAG.

E. Auditing: The RECIPIENT agrees to grant the DISTRICT, the State of California, C/CAG, and/or their authorized representatives access to the RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this agreement. All documents shall be available for inspection at any time while the PROJECT is underway and for the retention period specified in below Section IV.G.

F. If, as a result of any audit, it is determined that reimbursement of any costs was in excess of that represented as a basis for payment, RECIPIENT agrees to reimburse the DISTRICT for those costs within 60 days of written notification by the DISTRICT. The RECIPIENT will also be responsible for any other costs resulting from such overpayment, as specified below in Section IV.I.

G. The RECIPIENT will be solely responsible for maintaining all applicable records for a minimum of 3 years following final payment to the RECIPIENT or 4 years following the fiscal year of the last expenditure under this MOU, whichever is longer, in accordance with generally accepted accounting principles. For capital assets, applicable records shall be maintained for 3 years from the date of the asset's disposition, replacement, or transfer. Copies of the RECIPIENT's audits, if any, performed during the course of the PROJECT and at PROJECT completion shall be forwarded to the DISTRICT no later than 180 days after the close of the fiscal year during which the audit was performed.

H. The RECIPIENT agrees to use funds received pursuant to this MOU only for the PROJECT.

I. In the event the RECIPIENT fails to comply with the terms and conditions of this MOU or any requirements of the LTP, DMT, PTMISEA, and/or C/CAG, the RECIPIENT shall be wholly responsible for any consequences associated with non-compliance, including but not limited to, repayment of PTMISEA funds, including any penalties and/or interest on the funds.

## **V. AMENDMENTS**

This MOU can be amended, modified, or supplemented only in writing signed by both parties.

## **VI. NOTICES**

A. All notices and communications deemed by either party to be necessary or desirable shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same postage prepaid, addressed as follows:

If to the DISTRICT:

San Mateo County Transit District  
Attn: Director, Budgets and Grants  
1250 San Carlos Avenue  
San Carlos, CA 94070-1306



If to the RECIPIENT:

City of Daly City  
Attn: City Manager  
333 90th Street  
Daly City, CA 94015

B. The address to which mailings may be made may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

#### **VII. ASSIGNMENT AND TRANSFER**

Neither party shall assign, transfer, or otherwise substitute its interest in this MOU, nor its obligations, without the prior written consent of the other party.

#### **VIII. DISPUTE RESOLUTION**

The parties agree that any dispute arising from this MOU that is not resolved within 30 days by the parties' representatives responsible for the administration of this MOU will be set forth in writing to the attention of the DISTRICT's Director, Budgets and Grants and the RECIPIENT's City Manager for resolution. In the event resolution cannot be reached, the parties may submit the dispute to mediation by a neutral party mutually agreed to by the parties hereto prior to initiating any formal action in court.

#### **IX. TERMINATION**

The DISTRICT may terminate this MOU without cause upon 30 days prior written notice. If the DISTRICT terminates this MOU without cause, the RECIPIENT will be entitled to payment for costs incurred up through the effective date of termination, up to the maximum amount payable for the quarter in which the MOU is terminated.

#### **X. INDEMNIFICATION**

A. The RECIPIENT shall defend, indemnify, and hold harmless the DISTRICT, its officers, directors, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or failure to act of the RECIPIENT, its officers, directors, employees, agents, or contractors or any of them in connection with this MOU or the PROJECT. In the event of termination, the RECIPIENT shall also defend, indemnify, and hold harmless the DISTRICT, its officers, directors, representatives, agents and employees from and against all claims, suits, or demands from the State of California for reimbursement of PTMISEA funds attributable to PROJECT costs incurred subsequent to termination.

B. This indemnification shall survive termination or expiration of this MOU.

#### **XI. Term**

A. This MOU shall remain in effect until June 30, 2013. It is understood by the parties that upon termination of the PROJECT or this MOU, the provisions of Section IV,



Section X and Appendices A and B shall remain in full force and effect until all applicable grant obligations have been satisfied.

**IN WITNESS WHEREOF**, the parties have executed this MOU on the dates set forth below.

**City of Daly City**

**San Mateo County Transit District**

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

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

Michael J. Scanlon  
General Manager/CEO

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Date

Appendix A – LTP Application

**Lifeline Transportation Program Funding Application**

**A. General Project Information**

Project Sponsor

Name of the organization City of Daly City

Contact person Joseph Curran

Address 333 90<sup>th</sup> Street  
Daly City, CA 94015

Telephone number (650) 991-8126

Fax number (650) 991-5759

E-mail address jcurran@dalycity.org

Other Partner Agencies

<u>Agency</u>	<u>Contact Person</u>	<u>Address</u>	<u>Telephone</u>
<u>City of Brisbane</u>	<u>Randy Breult</u>	<u>50 Park Place, Brisbane</u>	<u>(415) 508-2130</u>
<u>SamTrans</u>	<u>Ross Weir</u>	<u>1250 San Carlos Ave., San Carlos</u>	<u>(650) 508-6410</u>

Project Type: *Check one.*

☐ Operating    ☒ Capital    ☐ Both

Brief Description of Project:

The project is a new bus shelter and access improvements for the SamTrans southbound bus stop on Bayshore Boulevard, just south of Geneva Avenue. This bus stop serves Daly City's Bayshore neighborhood and is currently located in an unimproved area along Bayshore Boulevard.

Budget Summary

	<b>\$</b>	<b>% of Total Project Budget</b>
Amount of Lifeline funding requested:	\$187,180.50	80%
Amount of local match proposed:	\$47,561.15	20%
Total project budget:	\$234741.65	100%

## B. Project Eligibility

The project provides a bus shelter and access improvements at a SamTrans bus stop on Bayshore Boulevard south of Geneva Avenue. The bus stop serves Daly City's Bayshore neighborhood, an area recognized as a Community of Concern by the Metropolitan Transportation Commission. The proposed project was identified as the number one Recommended Transportation Strategy in the Bayshore Community-Based Transportation Plan in 2008.

There are currently no SamTrans or Muni shelters anywhere within or proximate to the project area. In 2007, there was an average of 126 daily riders boarding at the Bayshore and Geneva Avenue bus stop in the southbound direction.

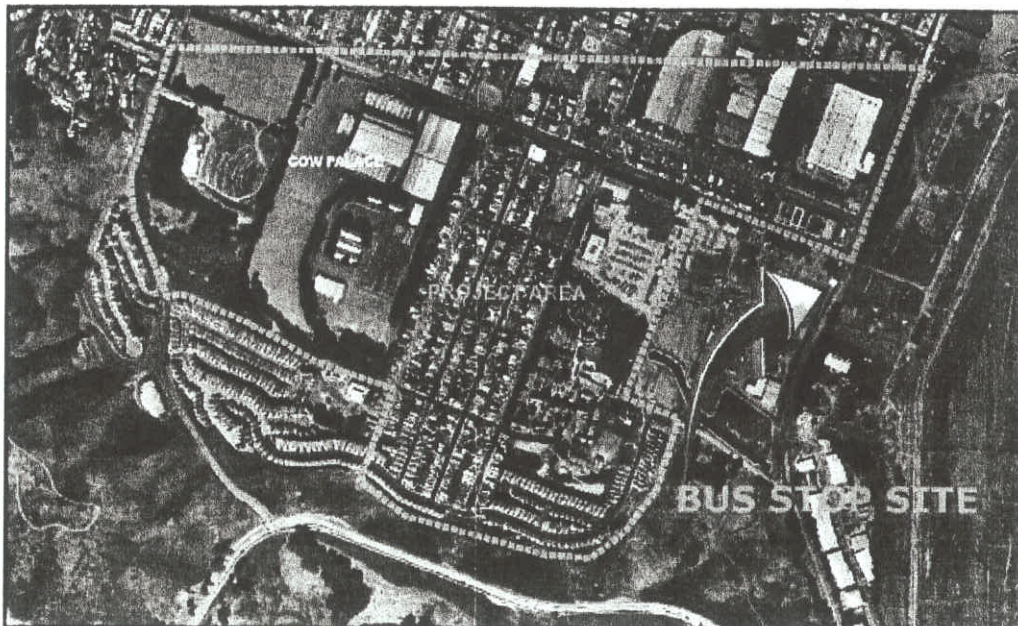
Because this project corrects a deficiency identified as the top priority in the Bayshore Community-Based Transportation Plan and it will benefit a recognized Community of Concern, it is eligible for San Mateo County Lifeline Transportation Tier 2 funds.

## C. Project Narrative

### Project Need/Goals and Objectives

The unmet transportation need that the proposed project seeks to address is correcting a deficient bus stop by providing an accessible, sheltered stop to serve riders boarding southbound buses on Bayshore Boulevard immediately south of Geneva Avenue. Riders currently wait at an unpaved bus stop. The stop is frequently muddy, inhospitable and unprotected from the ubiquitous winds that blow in the Bayshore neighborhood. Additionally, the bus stop is in an area that does not meet accessibility standards. The stop lacks both sidewalks and ramps, presenting obstacles for mobility challenged riders.

**FIGURE 1 – Bayshore Community-Based Transportation Plan Project Area**





### Project Need/Goals and Objectives (continued)

Approximately 130 riders currently board SamTrans buses at the site of the proposed shelter and accessibility improvements. The vast majority of the riders live in Daly City's Bayshore neighborhood, a Community of Concern.

The main goal of this project is to provide an accessible, sheltered bus stop. Transit users from the Bayshore neighborhood have sought improvements to the southbound SamTrans bus stop on Bayshore Boulevard for many years. It was the overwhelming priority identified in the Bayshore Community-Based Transportation Plan. One of the objectives of the project is to remove barriers that currently prevent or dissuade potential riders from using the SamTrans service intended to serve their community. It is hoped that improving the project location will increase the number of boardings at the bus stop.

### Community-based Transportation Plan Priority

The Bayshore Community-Based Transportation Plan was completed in May 2008. The plan was the culmination of many stakeholder meetings, a multi-lingual neighborhood transportation survey, and a thorough assessment of existing conditions and identified needs. The proposed project was repeatedly identified as a need in all discussions within the area. Strategy #1 of the Plan is Enhanced SamTrans Transit Stops. The Southbound stop at Bayshore Boulevard and Geneva Avenue emerged throughout the outreach process as the highest priority SamTrans stop for improvements. This stop has the highest ridership of SamTrans stops in the neighborhood with an average of 126 daily riders (Route 292 and Route 397 combined). The stop is located just south of the 7 Mile restaurant is not connected to Geneva Ave with a sidewalk. Adding a sidewalk is possible by removing existing diagonal parking in front of the restaurant and resistance from the restaurant owner is possible. In addition, this bus stop is located in the City of Brisbane. Residents also requested the installation of bicycle racks at this specific bus stop.

The proposed project is just outside the boundaries of the Bayshore Community-Based Transportation Plan area, but it is a bus stop that is widely used by residents who live within the plan area.

Providing a shelter and enhancing the transit stop amenities and information at bus stops would improve the passenger experience at those stops. SamTrans bus riders would feel more comfortable and safe waiting for their bus. Additionally, project area residents would have better access to transit information through an information display within the shelter. The visibility of the bus stops would also improve the image of transit in the area, which would attract new and retain existing riders.

### Implementation Plan

The City of Brisbane would be the lead agency in the design and project management phase of the proposed improvements. The project area lies mostly within the city limits of Brisbane. A very small part of the project area is located within the city limits of Daly City.

Brisbane's Director of Public Works/City Engineer, Randy L. Breault, M.S.E., P.E., would be the project manager. He would be assisted by Daly City's Public Works Department, including the City's Principal Engineer, Robert Ovadia, P.E. and Public Works Director John Fuller, P.E. All personnel assigned to this project are experienced, qualified, and credentialed. The proposed scope of work is not unlike work routinely performed on both Brisbane and Daly City.

Both Brisbane and Daly City have the institutional capacity to deliver the project as described. SamTrans has already provided the technical requirements for its bus stops. Staff from both agencies have experience in designing and managing large scale concrete and asphalt projects in their respective cities.

The City of Brisbane's Director of Public Works/City Engineer will serve as the project manager. The preliminary design of the project is complete. If the project is funded through the Lifeline Transportation Program, a scope of work will be prepared along with a request for proposals in early Spring 2010. The bid would be awarded by the City of Brisbane and the project managed in full cooperation with the City of Daly City. The project could be completed by the end of the Second Quarter, 2010.

About one quarter of the households in the Bayshore neighborhood have annual incomes between \$50,000 and \$75,000. The percentage of households with incomes less than \$50,000 annually is slightly higher in the Bayshore area (39%) than in Daly City (37%) and San Mateo County (33%). Twelve percent (12%) of Bayshore households have annual incomes under \$15,000, as compared to 9% and 7% of households in the City and County respectively. Although this project would not result in more frequent SamTrans service, it is reasonable to assume that more residents would take advantage of existing service if the bus stop was safer and more accessible to all potential riders.

The proposed project is in close proximity to the 7-Mile House, a celebrated Brisbane dining establishment. Staff from Brisbane's Public Works Department met with the proprietors of the landmark eatery to explain the scope of the project. One of the challenges of the project is to provide an accessible bus shelter without adversely affecting the restaurant's business. The owners of the 7-Mile House are amenable to the proposal.

The project is substantially ready to be implemented. Only a few minor alterations need to be made to the design for the project to be fully compliant with the SamTrans bus shelter standards. There are no major issues that need to be resolved prior to the implementation of the project. Components of the proposed project include:

- Extending the existing 10' wide sidewalk within Daly City to a join with the north end of 7-Mile House.



#### Implementation Plan (continued)

- From this point, continuing southerly with a 5' wide sidewalk (now within City of Brisbane) that diverts around the 7-Mile house outside seating area.
- Ending the sidewalk (and ADA ramp) at the northern limit of the 90' paved area for the new stop.
- Minor safety improvements include refreshing the now faded curb shoulder line for the travel lanes, and striping the parking area to assist vehicles with staying out of the bus stop (which will be signed No Parking).

#### Coordination and Program Outreach

The City of Daly City will initiate a communication to the residents of the Bayshore neighborhood and will utilize the existing social services infrastructure as an information conduit to the community, including food distribution programs, day care providers, the Boys and Girls Club, San Mateo County Housing Authority, schools, and Parks and Recreation programs. Additionally, the City will coordinate with the two Bayshore Residents Association and the Midway Village Residents Association. Midway Village is a housing complex located in the Bayshore Community-Based Transportation Plan area, between the Cow Palace and Highway 101, adjacent to the Pacific Gas and Electric Company (PG&E) site. Midway Village was built in the late 1970's and is owned and operated by the San Mateo County Housing Authority. The 150 units are occupied by 1200 residents, primarily people of color.

If the project is awarded Lifeline Transportation funding, it will be highlighted on the City's website, community newsletter, and government access cable television station. The City of Daly City will make every reasonable effort to inform the residents near the project area of the enhancements.

#### Program Effectiveness

The proposed project site has been studying and evaluated many times in the past 8 years. It is clear that the existing situation is a disservice to the community and needs to be addressed. One of the obstacles to upgrading the bus stop has been its unique geographic location. It is situated wholly in Brisbane, but serves residents in Daly City. It would be highly unusual for a municipality to invest limited resources in a project that would primarily benefit residents from *another* jurisdiction. It would be equally unlikely for a municipality to spend limited resources making infrastructure improvements *outside* of its jurisdiction. Therein lies the inimitability of this project. It is entirely appropriate to complete this project with Lifeline Transportation funding.

The need for this project has long been identified, and was even validated as the number one priority if the Bayshore Community-Based Transportation Plan. If one of the goals of the project is to make the bus stop more accessible, it will be possible to measure the effectiveness of the project by tracking the number of passengers boarding at this location. Providing a paved surface and shelter would also address the objective of protecting riders from the ravages of mud and wind, conditions that current riders currently tolerate.



#### Program Effectiveness (continued)

The cities of Brisbane and Daly City, along with SamTrans will cooperatively engage in long-term, ongoing monitoring of the project. Once the project is complete, it should readily achieve its goals and objectives. If for, for some unforeseeable reason, the project is deemed to be unsatisfactory, the parties can work together to identify potential solutions to the perceived shortcomings.

The project *will* benefit low-income residents in the area. The best way to measure the effectiveness and magnitude of the project's impact will be to track ridership statistics. Secondly, the City could survey the neighborhood to measure the impact, if any, the project has had on individual households.

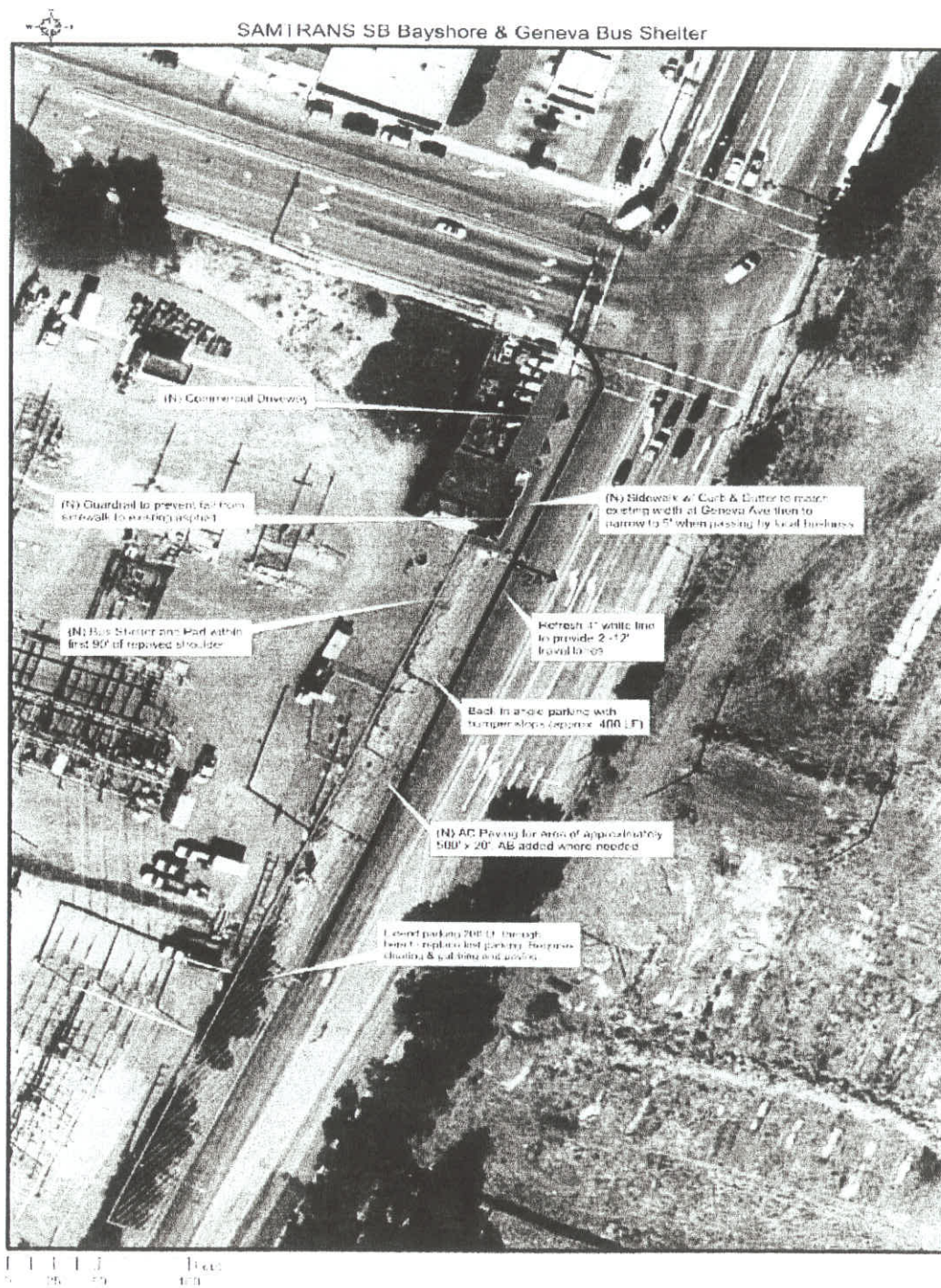
#### **D. Budget**

##### Project Budget/Sustainability

The budget should be in the following format:

Revenue	Year 1			TOTAL
Lifeline Program Funds	\$187,180.50			
City of Brisbane	\$35,996.25			
City of Daly City	6,000.00			
SamTrans	5,564.90			
TOTAL REVENUE	\$234,741.65			
Expenditures	Year 1			TOTAL
Operating Expenses	0			
Capital Expense	\$192,745.40			
Administrative Expenses	\$41,996.25			

The City of Daly City, SamTrans, and the City of Brisbane are all committed to the maintaining the project site. SamTrans has a practice of maintaining its bus shelters, while Daly City and Brisbane both have track records for maintaining streets, curbs, gutters, ramps, and sidewalks.





## **Appendix B – Letters of Support**

December 15, 2009

Mr. Joseph Curran  
City Manager  
City of Daly City  
333 90th Street  
Daly City, CA 94015

### **RE: Application for Funding under San Mateo County Lifeline Transportation Tier 2 Program for FY 2010 through FY 2011**

Dear Mr. Curran,

This letter is written to confirm that that the San Mateo County Transit District (District) will assist your agency by applying for and passing through Lifeline Transportation Program (LTP) funding that the City is not eligible to receive directly. We understand that the City will utilize the LTP funds to provide a bus shelter and access improvements to the SamTrans southbound bus stop on Bayshore Blvd, just south of Geneva Ave, should the LTP funding request be approved by the San Mateo City/County Association of Governments.

Our assistance carries with it the following responsibilities and requirements by the City:

- Execution of an MOU with the District that will contain terms and conditions associated with the LTP program. Ultimately, the City is responsible for all requirements of the funding passed through by the District. In the event the City fails to comply with such terms and conditions, the City will wholly be responsible for any consequences associated with non-compliance, including but not limited to repayment of funds to the grant agencies;
- Completion of any required applications and ongoing reporting requirements. The District will submit applications and reports prepared by the City on the City's behalf;
- Coordination by the City with the District for the design and installation of the bus stop improvements;
- Remittal of invoices for payment will need to be approved by C/CAG before forwarding them to the District for reimbursement, and reimbursement by the District will be contingent upon receiving required reports from the City in a timely manner;
- Allocation of \$6,000 by the City from either the pass-through funds or some other local source to pay for the District's administrative costs associated with the pass-through assistance.



Thank you for coordinating with the District. We look forward to working with you on this valuable program to support mobility by low income residents.

Sincerely,

Chuck Harvey  
Deputy CEO

cc: Jean Higaki, Transportation Systems Coordinator, C/CAG  
Joel Slavit, Manager, Capital Programming and Grants  
Rebecca Arthur, Senior Grants Analyst



BOARD OF DIRECTORS 2009

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ADRIENNE TISSER

MICHAEL J. SCANLON  
GENERAL MANAGER/CEO

December 1, 2009

Joseph Curran  
Assistant to the City Manager  
City of Daly City  
City Hall, Third Floor  
333 90th Street  
Daly City, CA 94015-1895

**RE: Application for Funding under San Mateo County Lifeline Transportation  
Tier 2 Program for FY 2010 through FY 2011**

Dear Mr. Curran:

This letter confirms that the San Mateo County Transit District (District) agrees to sponsor the Bayshore Bus Stop Improvement Project, should it be approved for funding by the San Mateo City/County Association of Governments.

Our sponsorship carries with it the following responsibilities and requirements:

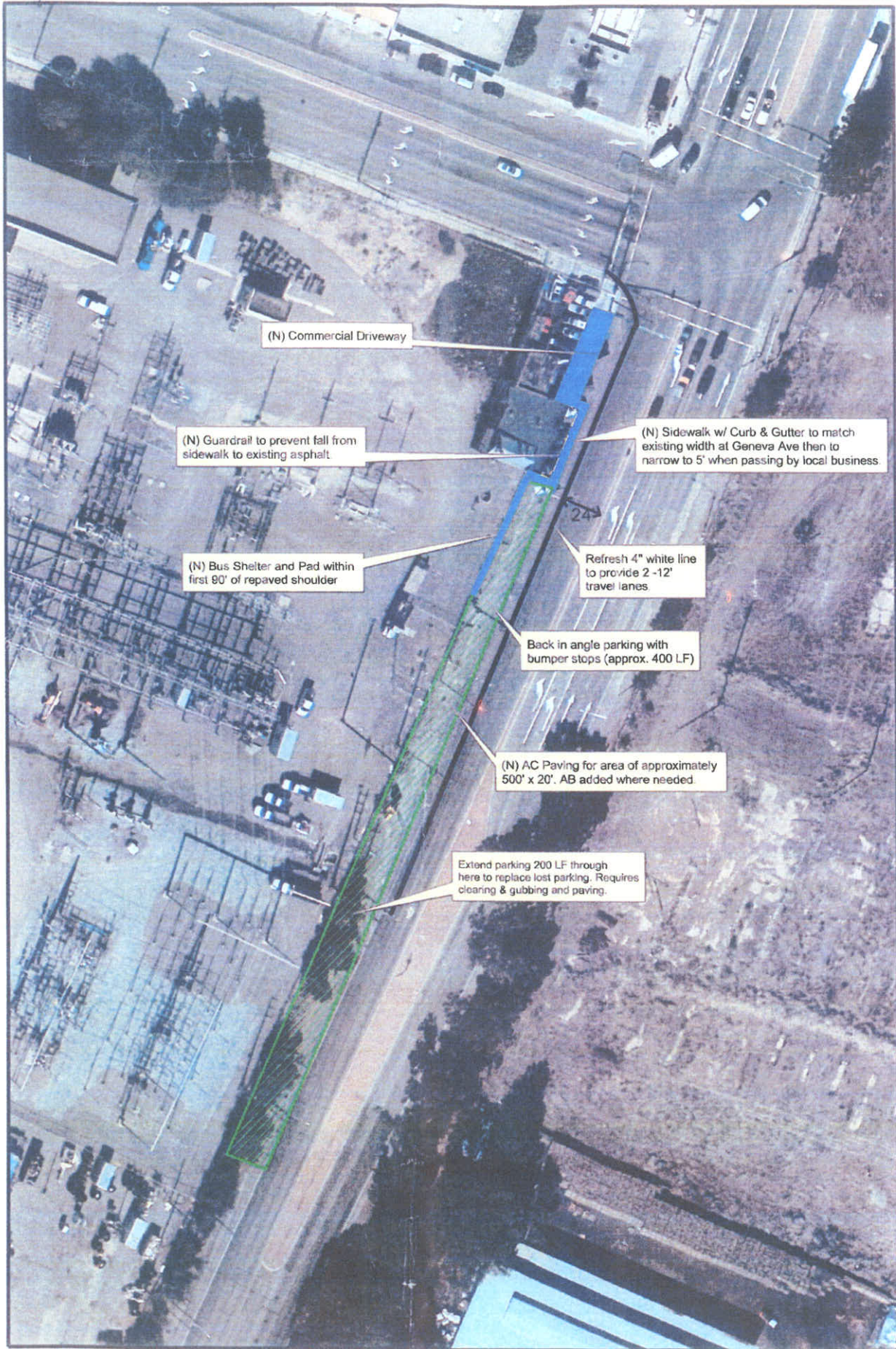
- Execution of an MOU with the District. The staff contact is Rebecca Arthur, Senior Grants Analyst.
- Completion of any required applications and ongoing reporting by the City of Daly City. The District will submit applications and reports prepared by the City on your behalf.
- Invoices for payment will need to be approved by C/CAG before being forwarded to the District for payment.
- Payment of invoices will be contingent upon receiving required reports in a timely manner.
- The City will need to allocate \$6,000 from either their pass-through funds or some other local source to pay for our administrative costs related to passing through funds.

**SAN MATEO COUNTY TRANSIT DISTRICT**  
1250 San Carlos Ave. - P.O. Box 3006  
San Carlos, CA 94070-1306 (650)508 6200





# SAMTRANS SB Bayshore & Geneva Bus Shelter



0 30 60 120 Feet

## ATTACHMENT 3

City of Bayshore  
Engineering Department  
10000 Bayshore Parkway, Suite 100, Bayshore, MI 48006



COPY

**COOPERATIVE AGREEMENT BETWEEN  
THE CITY OF DALY CITY AND THE CITY OF BRISBANE  
FOR CONSTRUCTION OF BUS STOP IMPROVEMENTS**

**THIS COOPERATIVE AGREEMENT**, effective as of February 27, 2012, by and between the CITY OF DALY CITY, a municipal corporation ("Daly City") and the CITY OF BRISBANE, a municipal corporation ("Brisbane"), is made with reference to the following facts:

A. The San Mateo County Transit District ("the District") has entered into a Memorandum of Understanding with Daly City, effective July 1, 2010 (the "District/Daly City MOU") under which the District will disburse to Daly City \$187,180.50 of Lifeline Transportation Program grant funds provided by the Metropolitan Transportation Commission (MTC) to assist in financing construction of a new bus stop shelter and access improvements for the SamTrans southbound bus stop on Bayshore Boulevard, just south of Geneva Avenue ("the Project").

B. In addition to the Lifeline grant funds to be received by Daly City from the District, it is anticipated that Daly City will provide local match funds for the Project in the amount of \$6,000, and will also receive local match funds from SamTrans in the amount of \$5,564.90.

C. Although the Project will primarily serve the residents of Daly City's Bayshore neighborhood and Daly City has been designated by the District as the Project sponsor, the Project site is physically located within the jurisdictional limits of Brisbane.

D. Brisbane has agreed to provide certain design, bid advertisement and construction management services for the Project, the value of which has been estimated by the parties to be worth \$35,996.25.

E. The parties desire to enter into this Cooperative Agreement to establish their respective rights and obligations with regard to the design and construction of the Project.

**NOW, THEREFORE, it is agreed as follows:**

1. **Project Design and Cost Estimate.** Brisbane shall prepare plans and specifications for all improvements related to the Project, along with an estimate of the Project's total construction cost. The proposed improvement plans and cost estimate shall be submitted to Daly City for review and preliminary approval. Daly City shall forward the improvement plans to the District for final approval in accordance with the District/Daly City MOU. If required, the parties shall also obtain an approval of the improvement plans by SamTrans and any other agency having jurisdiction or providing funding for the Project.

2. **Project Cost Budget.** The parties acknowledge that the budget for the Project, as set forth in Appendix A to the District/Daly City MOU, is as follows:



Construction Cost:	
Grant Funds from MTC:	\$187,180.50
Local Match by SamTrans:	<u>5,564.90</u>
Total Construction Cost Budget:	\$192,745.40
Administrative Expenses:	
Value of Services Provided by Brisbane:	35,996.25
Local Match by Daly City:	<u>6,000.00</u>
Total Administrative Expense Budget:	\$41,996.25

2. **Bid Documents.** Following receipt by Brisbane of written approval of the improvement plans and cost estimate by Daly City, accompanied by a written approval of the improvement plans by the District and any other agency whose approval is required, Brisbane shall prepare bid documents as required by the California Public Contract Code to conduct a public competitive bidding on the Project. No advertisement for bids shall be made by Brisbane until the proposed bid documents have been approved in writing by Daly City. Brisbane shall follow its standard procedures and practices with regard to the preparation of bid documents, advertisement and solicitation of bids, and determination of bidder qualifications and responsiveness of bids.

3. **Award of Construction Contract.** Upon the opening of bids, Brisbane shall provide Daly City with a list of bidders, the amount of each bid, and the name of the lowest responsible bidder to whom Brisbane intends to award a contract for construction of the Project. If all bid amounts are greater than the total budget for construction costs set forth in Section 2 of this Agreement, Brisbane shall suspend all further work on the Project until additional funding is provided, either in the form of grant money from the District, or local matching funds from Daly City or SamTrans, or any combination thereof, in an amount sufficient to cover the deficit. If a successful bidder is selected, Daly City shall deposit with Brisbane the full amount of the construction contract, to be held by Brisbane and disbursed to the contractor in progress payments in accordance with the terms of the construction contract between Brisbane and the contractor. No contract shall be awarded by Brisbane until the deposit required herein has been made by Daly City.

4. **Management of Construction.** Brisbane shall supervise and manage construction of the Project and shall insure that all work is performed in accordance with the improvement plans, as approved by Daly City and the District. Except for minor adjustments that may be required to accommodate field conditions, no alteration or modification shall be made to the approved improvement plans without the prior written consent of the Daly City and District, which consent shall not be unreasonably withheld or delayed. Brisbane shall provide monthly progress reports to Daly City indicating the nature and extent of work which has been satisfactorily completed, the total amount of payments made to the contractor, the undisbursed balance of the deposit of construction funds made by Daly City, and Brisbane's estimate of the cost to complete the improvements.

5. **Submittal of Reports and Invoices to the District.** Daly City shall continue to be responsible for the preparation and submittal of all interim and final reports

to the District that may be required under the terms of the District/Daly City MOU and the submittal of invoices for reimbursement from the District for Project costs expended by Daly City. Brisbane shall assist Daly City with the preparation of such reports and invoices by providing any information that may be needed which is in the possession of Brisbane as the construction manager for the Project.

6. **Books and Records.** Brisbane shall retain all books and records pertaining to the Project, including records of payments to contractors, for a period of 3 years from the date of substantial completion of the Project. Such books and records shall be made available for inspection and audit by any party having a right to audit the books and records of Daly City under the provisions of Section IV.E of the District/Daly City MOU.

7. **Mutual Indemnification.**

(a) Neither Brisbane nor any officer or employee of Brisbane shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Daly City in the performance of its duties and responsibilities under this Agreement. Pursuant to Government Code Section 895.4, Daly City shall fully indemnify, defend, and hold Brisbane harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Daly City in the performance of its duties and responsibilities under this Agreement.

(b) Neither Daly City nor any officer or employee of Daly City shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Brisbane in the performance of its duties and responsibilities under this Agreement. Pursuant to Government Code Section 895.4, Brisbane shall fully indemnify, defend, and hold Daly City harmless from any liability imposed for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by Brisbane in the performance of its duties and responsibilities under this Agreement.

(c) In the event of concurrent negligence of Brisbane, its officers or employees, and Daly City, its officers or employees, then the liability for any and all claims for injuries or damages to persons or property which arise out of this Agreement shall be apportioned between the parties under the established California rules of comparative negligence.

8. **Maintenance of Improvements.** It is anticipated that following completion of the improvements, the bus shelter will be maintained by SamTrans and the street and sidewalk improvements will be maintained by Brisbane.

**Balance of this page intentionally left blank**



IN WITNESS WHEREOF, the parties have executed this Cooperative Agreement as of the effective date above written.


CITY OF DALY CITY

By:   
City Manager

ATTEST:

  
City Clerk

APPROVED AS TO FORM:

  
City Attorney

CITY OF BRISBANE

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

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney