

ORIGINAL

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY-SALINAS TRANSIT DISTRICT
AND
MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES
AGING AND ADULT SERVICES BRANCH**

PURPOSE AND PREAMBLE

- a. This Memorandum of Understanding ("Agreement") is made and entered into by and between Monterey-Salinas Transit District (herein referred to as "MST") and Aging and Adult Services Branch of Monterey County Department of Social Services (herein referred to as "AAS") and its successors and assignees, herein collectively referred to as the "Parties".
- b. The Parties desire to implement the distribution of MST Taxi Vouchers for seniors for the purposes of providing low cost transportation for short taxi trips.

TERMS AND CONDITIONS

- c. A qualified senior is a resident of the City of Salinas or City of Marina who has provided evidence to AAS that they are 65 years of age, or older, and who lives within the city limits of Salinas or Marina.
- d. A qualified taxi voucher trip includes:
 - i) Transportation that originates or ends within the Taxi Voucher service area: City of Salinas (Zone A), or the cities of Carmel, Carmel Valley, Marina, Monterey, Pacific Grove, Pebble Beach, Seaside, Sand City, and Del Rey Oaks (Zone B).
- e. A qualified senior may contact one of the participating taxicab companies to schedule a ride. With the voucher and \$3.00 co-pay, a qualified senior can travel the equivalent of up to a meter reading of \$17.00. Only one voucher can be used per one-way trip. Qualified seniors are responsible for costs above the \$17.00 meter reading. Taxi sharing is encouraged, with only one taxi voucher required for a shared ride. In order for the vouchers to be valid and accepted by the taxicab driver, a qualified senior fills out the voucher completely with their customer ID number, name, and signature.

SERVICES PROVIDED BY AGING AND ADULT SERVICES BRANCH OF MONTEREY COUNTY DEPARTMENT OF SOCIAL SERVICES

- f. AAS will review documentation to establish program eligibility.
- g. AAS will distribute vouchers to qualified clients according to paragraph c above.
- h. AAS will comply with all MST recordkeeping requirements and formats, including tracking voucher use by recipient name and ID number.
- i. AAS will provide all necessary staffing and support to assure the successful operation of the program without expectation of reimbursement or remuneration from MST.
- j. AAS shall have no financial obligation under this Agreement.

SUPPORT PROVIDED BY MST

- j. MST will provide a limited number of vouchers to AAS for distribution to qualified seniors.
- k. MST will provide technical support to AAS office staff to assure accurate recordkeeping and proper use of internet-based tools provided by MST.

INDEMNIFICATION

- l. MST shall indemnify, defend, and hold harmless the Aging and Adult Services Branch of Monterey County Department of Social Services (herein referred to as "AAS"), its officers, agents, employees, or subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the MST and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of AAS and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the AAS. The MST shall reimburse the AAS for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MST is obligated to indemnify, defend and hold harmless the AAS under this Agreement.

AAS shall indemnify, defend, and hold harmless the MST, its officers, agents, employees, and subcontractors from any claim, liability, loss, injury or damage arising out of, or in connection with, the performance of this Agreement by the AAS and/or its officers, agents, employees or sub-contractors, excepting only loss, injury or damage caused by the negligence or willful misconduct of the MST and/or its officers, agents, employees and subcontractors. It is the intent of the parties to this Agreement to provide the broadest possible coverage for the MST. The AAS shall reimburse the MST for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the AAS is obligated to indemnify, defend and hold harmless the MST under this Agreement.

CANCELLATION

- m. MST and AAS have the right to terminate their agreement with 30 days written notice without need to state cause. If AAS is in violation of the terms listed in paragraphs **f, g, h, or i** above, MST may immediately suspend or terminate this agreement upon discovery of such a violation(s).

ASSIGNMENT

- n. Neither Party shall have the right to assign its respective rights and obligations hereunder without the written consent of the other Party.

NON-EXCLUSIVE AGREEMENT

- o. This Agreement is non-exclusive and MST expressly reserves the right to contract with other entities for the same or similar services.

LAW AND VENUE

- p. This Agreement shall be in accordance with the laws of the State of California. Venue shall be within the County of Monterey, California.

ATTORNEY'S FEES AND COSTS

- q. In the event any dispute arising out of this Agreement is brought before a court of law, all reasonable fees and costs shall be awarded to the prevailing party, including expert witness fees. These fees and cost shall be taxed as costs in that proceeding, and shall not necessitate the filing of a separate attempt to recover.

ENTIRE AGREEMENT

- r. This Agreement constitutes the entire agreement between the Parties hereto concerning the subject matter hereof. This Agreement may be modified by mutual written agreement between the Parties.

SEVERABILITY

- s. The invalidity of any provision of this Agreement as determined by a court of competent jurisdiction shall in no way affect the validity of any other provision hereof.

CONTACT INFORMATION

t. **MST**
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AAS
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831-755-8493
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CONTRACT TERM

- u. The term of this Agreement shall begin upon execution by both Parties and end June 30, 2019, and may be extended by mutual written agreement between the Parties.

Monterey-Salinas Transit District


Aging and Adult Services Branch of Monterey County Department of Social Services

by 
Cristy Sugabo
Mobility Services Manager
MST Mobility Department

by 
Henry Espinosa
Acting Director
Monterey County Department of Social Services

Date: 9/11/2018

Date: 9/6/18


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