

**MEMORANDUM OF UNDERSTANDING
BETWEEN
MONTEREY-SALINAS TRANSIT DISTRICT
AND
MONTEREY COUNTY MILITARY & VETERANS AFFAIRS OFFICE**

ORIGINAL

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 Monterey County Military & Veterans Affairs Office (herein referred to as "MVAO") and its successors and assignees, herein collectively referred to as the "Parties".
- b. The Parties desire to implement a taxi voucher program for Monterey County veterans whereby veterans are provided low-cost taxi service for short distance trips in furtherance of their efforts to reintegrate into civilian life.

TERMS AND CONDITIONS

- c. A qualified veteran is a resident of Monterey County who has provided evidence to MVAO they have served on active duty in a branch of the military of the United States. Active duty served solely as part of Reserve or National Guard training is not counted.
- d. A qualified taxi voucher trip includes:
 - i) Transportation to health, social benefits, housing, and legal services
 - ii) Transportation to employment recruitment and interview activities
 - iii) Transportation to housing searches and interviews
 - iv) Transportation to transit centers and shared-ride locations
 - v) Transportation to meet unforeseeable needs or opportunities
 - vi) Transportation when an accessible vehicle is otherwise not available for a person with a disability needing to attend i) through v) above
- e. A qualified veteran may contact one of the participating taxicab companies to schedule a ride. With the voucher and \$3.00 co-pay, a qualified veteran can travel the equivalent of up to a meter reading of \$17.00. Only one voucher can be used per one-way trip. Qualified veterans 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 veteran fills out the voucher completely with their customer ID number, name, and signature.

SERVICES PROVIDED BY MVAO

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

SUPPORT PROVIDED BY MST

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

INDEMNIFICATION

- m. MST shall indemnify, defend, and hold harmless the Monterey County Military & Veterans Affairs Office (herein referred to as "MVAO"), 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 MVAO 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 MVAO. The MST shall reimburse the MVAO 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 MVAO under this Agreement.

MVAO 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 MVAO 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 MVAO shall reimburse the MST for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the MVAO is obligated to indemnify, defend and hold harmless the MST under this Agreement.

CANCELLATION

- n. MST and MVAO have the right to terminate their agreement with 30 days written notice with or without cause. If MVAO 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

- o. 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

- p. 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

- q. 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

- r. 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

- s. 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

- t. 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

u. MST

Cristy Sugabo- Mobility Services Manager
831-241-9024
csugabo@mst.org

MVAO

Joseph Farotte – Management Analyst
831-647-7841
FarotteKruchasJF@co.monterey.ca.us

CONTRACT TERM

- v. The term of this Agreement shall begin on 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

Monterey County Military & Veterans Affairs Office

by _____
Cristy Sugabo
Mobility Services Manager

by _____
Jason Cameron
Military & Veterans Affairs Officer

Date: _____

Date: _____

AB
abstractin
Dep coco
8-1-18