

**MEMORANDUM OF UNDERSTANDING
BETWEEN
THE ALAMEDA COUNTY TRANSPORTATION COMMISSION
AND
CITY OF HAYWARD
FOR THE CITY OF HAYWARD DOWNTOWN SPECIFIC PLAN**

This Memorandum of Understanding (“MOU”) is between the Alameda County Transportation Commission (“Alameda CTC”) and the City of Hayward (“City”).

RECITALS

WHEREAS, the Sustainable Communities Technical Assistance Program (“SCTAP”) is a funding program to support Priority Development Area planning and implementation, implementation of complete streets policies, and smaller-scale bicycle and pedestrian technical projects;

WHEREAS, the governing body of the Alameda CTC approved the SCTAP Program Guidelines and Budget on February 14, 2013;

WHEREAS, the governing body of the Alameda CTC approved the allocation of SCTAP funds to specific projects on March 27, 2014;

WHEREAS, the City’s Hayward Downtown Specific Plan (“Plan”) was awarded \$950,000 in SCTAP funds;

WHEREAS, the City committed \$305,000 in matching funds for the Plan;

WHEREAS, the Alameda CTC will oversee the advertisement, award and administration of a contract for professional consulting services to complete the Plan; and

WHEREAS, the City will administer and oversee all technical aspects of the Plan according to the scope of work and budget as included in the consultant contract for the Plan;

NOW, THEREFORE, the Parties mutually understand and agree to the following:

**SECTION I
INTRODUCTION**

1.1 The Recitals above are true, correct and made a part hereof.

1.2 This MOU shall be legally binding on the Parties, and by executing the same, each Party hereby acknowledges that its governing body has given all approvals necessary therefore.

**SECTION II
CITY OF HAYWARD OBLIGATIONS AND AGREEMENTS:**

2.1 The City shall promptly remit payment within thirty (30) days of receipt of invoice(s) from the Alameda CTC. The City will transfer to Alameda CTC on a reimbursement basis, an amount not to exceed \$305,000, as matching funds for the \$950,000 awarded by Alameda CTC to complete the Plan.

2.2 City authorizes Alameda CTC to utilize these funds to pay a portion of the cost for professional consulting services to complete the Plan.

2.3 City will work with the Alameda CTC and the selected professional services consultant to complete the Plan in accordance with the scope of work and budget contained in the professional services contract for the Plan.

**SECTION III
ALAMEDA CTC OBLIGATIONS AND AGREEMENTS:**

3.1 Alameda CTC shall oversee the advertisement, award, and administration of the contract for professional consulting services for an amount not to exceed \$990,000 to complete the Plan.

3.2 Alameda CTC shall retain all books, documents, papers, accounting records and other evidence pertaining to costs of the Plan mentioned herein for not less than three (3) years after the completion thereof. Alameda CTC shall cooperate with the City with an audit of such funds should one be necessary or ordered by a State or Federal agency with jurisdiction over the use of such funds.

**SECTION IV
IT IS MUTUALLY AGREED:**

4.1 Neither the City nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by Alameda CTC under or in connection with any work, authority or jurisdiction delegated to Alameda CTC under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, Alameda CTC shall fully defend, indemnify, and save harmless the City from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by Alameda CTC under or in connection with any work, authority or jurisdiction delegated to Alameda CTC under this MOU.

4.2 Neither Alameda CTC nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority, or jurisdiction delegated to the City under this MOU. It is understood and agreed that pursuant to Government Code section 895.4, the City shall fully defend, indemnify, and save harmless Alameda CTC from all suits or actions of every name, kind and description brought on, for, or on account of injury (as defined in Government Code section 810.8) occurring by reason of anything done or omitted to be done by the City under or in connection with any work, authority or jurisdiction delegated to the City under this MOU.

4.3 Upon termination of this MOU, all documents, including raw data and draft plans, prepared up to the time of termination shall become the property of the Alameda CTC and the City.

4.4 The validity of this MOU and of any of its terms and provisions, as well as the rights and duties of the Parties hereunder, shall be governed by the laws of the State of California.

4.5 No alteration or variation of the terms of this MOU shall be valid unless made in writing and signed by both of the Parties hereto. This MOU shall be binding upon each party, their legal representatives, and successors.

4.6 This MOU shall terminate on the later of (i) the date Alameda CTC delivers to City the results of the Plan prepared pursuant to this MOU, or (ii) the date City fully remits to Alameda CTC the full \$305,000 reimbursement amount set forth above.

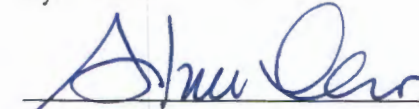
In witness whereof, Alameda CTC has by order caused the MOU to be subscribed by the binding authority of the Alameda CTC and the City has by order caused the MOU to be subscribed by the binding authority of the City.

ALAMEDA COUNTY TRANSPORTATION
COMMISSION


CITY OF HAYWARD

By:

By:



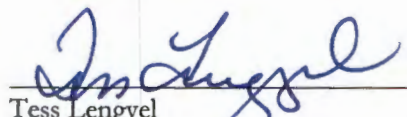
Arthur L. Dao
Executive Director



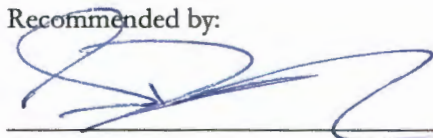
Kelly McAdoo
City Manager

Recommended by:

Recommended by:

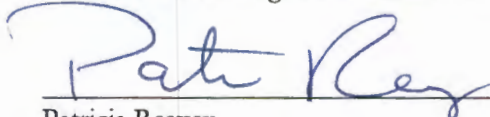


Tess Lengyel
Deputy Director of Planning and Policy



David Rizk
Director of Development Services

Reviewed as to Budget/Financial Controls:



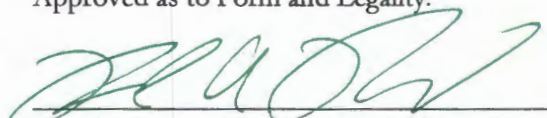
Patricia Reavey
Director of Finance and Administration

ATTEST: 

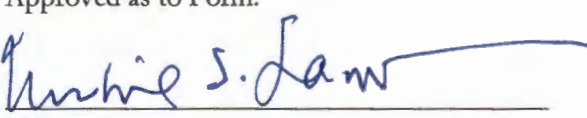
Miriam Lens, City Clerk

Approved as to Form and Legality:

Approved as to Form:



Wendel, Rosen, Black & Dean LLP
Alameda CTC Counsel



Michael Lawson
City Attorney

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Alameda)

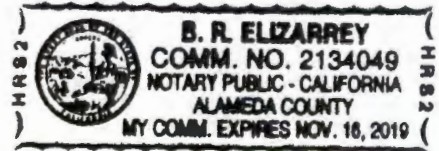
On September 6 2016 before me, B.R. Elizarrey - Notary Public
(insert name and title of the officer)

personally appeared Kelly Ruth McAdoo,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature B. Elizarrey (Seal)



Com # 2134049
EX: Nov 16, 2019