

**MEMORANDUM OF UNDERSTANDING**  
**TRANSIT TECHNOLOGY STAFF SUPPORT**

This Memorandum of Understanding ("MOU") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the City of Santa Rosa, a municipal corporation ("Santa Rosa"), and the City of Petaluma, a municipal corporation ("Petaluma").

**Recitals**

- A. Petaluma desires to retain transit technology support to provide services in accordance with the description of desired services contained in Exhibit A.
- B. Santa Rosa is willing to provide transit technology support to Petaluma.
- C. The parties have negotiated the terms pursuant to which Santa Rosa will provide such support to Petaluma and have reduced such terms to writing.

**Article 1**  
**Scope of Services**

- 1.1 Santa Rosa shall provide up to ten (10) hours per week of staff support by the Santa Rosa Transit Division Technology Coordinator. The Technology Coordinator shall assist with transit technology activities set forth in Exhibit A at the direction of the Petaluma Transit Manager.
- 1.2 Should Petaluma require more than ten (10) hours of staff support from the Transit Division Technology Coordinator in a given week, the additional request for assistance shall be subject to approval by the Deputy Director of Santa Rosa Transit Division.
- 1.3 If the parties desire to change the scope of work, as delineated in Exhibit A, all such changes shall be made by written amendment to this Agreement and shall be paid for on the hourly charge basis set forth in Exhibit B.

**Article 2**  
**Compensation**

- 2.1 As compensation for all services of Santa Rosa in performance of this MOU, Petaluma shall pay Santa Rosa based on hourly staff costs and mileage costs delineated in Exhibit B.
- 2.2 Payments prescribed herein shall be paid to Santa Rosa in installments reflecting the actual services and work performed. Santa Rosa shall submit statements to Petaluma quarterly which shall itemize the work and services performed to the date of the statement. Invoices shall identify the number of hours worked during the period covered by the invoice, the hourly rate charged, and associated mileage costs for travel between Santa Rosa and Petaluma. Payment shall be made within thirty (30) days of receipt of statement.

**Article 3  
Documentation: Retention of Materials**

- 3.1 Santa Rosa shall maintain adequate documentation to substantiate all charges for hours and mileage as required by Article 2 of this Agreement.
- 3.2 Santa Rosa shall maintain records related to the performance of this Agreement, and shall allow Petaluma access to such records, for a period of four (4) years.

**Article 4  
Termination**

- 4.1 This MOU may be terminated by either party by giving thirty (30) days' notice to the other in writing of its intent to terminate the MOU.
- 4.2 Upon such termination, Santa Rosa shall submit to Petaluma an itemized statement of services performed to the date of termination in accordance with Article 2 of this Agreement. Said services may include both completed work and work in progress at the time of termination. Petaluma shall pay Santa Rosa for any such work for which compensation has not previously been made by Petaluma. Petaluma may require Santa Rosa to complete the incomplete documents and Santa Rosa shall deliver to Petaluma all documents in its possession. All documents shall be the property of Petaluma without additional compensation to Santa Rosa.

**Article 5  
Notices**

- 5.1 Except as otherwise specifically provided in this Agreement, any notice, submittal or communication required or permitted to be served on a party, may be served by personal delivery to the person or the office of the person identified below. Service may also be made by mail, by placing first-class postage, and addressed as indicated below, and depositing in the United States mail to:

PETALUMA

Jared Hall, Transit Manager  
Public Works and Utilities  
City of Petaluma  
555 N. McDowell Blvd.  
Petaluma, California 94954  
Phone: (707) 778-4460  
jhall@ci.petaluma.ca.us

SANTA ROSA

Rachel Ede, Deputy Director  
Transportation and Public Works  
City of Santa Rosa  
45 Stony Point Rd.  
Santa Rosa, California 95401  
Phone: (707) 543-3337  
rede@srcity.org

**Article 6  
Independent Contractor**

- 6.1 The parties intend that Santa Rosa, in performing the services specified, shall act as an independent contractor and shall have control of its work and the manner in which it is performed. It shall be free to contract for similar services to be performed for other employers while it is under contract with Petaluma and shall

maintain as its primary priority transit technology and related work for the City of Santa Rosa. Santa Rosa shall not be considered an agent or employee of Petaluma and is not entitled to participate in any pension plan, medical, or dental plans, or any other benefit provided by Petaluma for its employees.

**Article 7  
General Provisions**

- 7.1 The entire Agreement between the Santa Rosa and Petaluma is contained herein, and no change or modification of this MOU shall be valid or enforceable unless it is approved by both parties via written amendment.
- 7.2 Petaluma and Santa Rosa each binds itself, its partners, successors, legal representatives and assigns to the other party to this Agreement and to the partners, successors, legal representatives and assigns of such other party in respect of all promises and agreements contained herein.

**Article 8  
Time of Performance**

- 8.1 Santa Rosa shall begin work on this project upon receipt of a written notice to proceed from Petaluma and shall work diligently and continuously to provide all the required services and activities described herein. Santa Rosa shall complete all the required services for Petaluma in accordance with mutually agreed upon schedule for each task.

Executed as of the day and year first above stated.

Signatures of Authorized Persons:

**CITY OF PETALUMA**  
a Municipal Corporation

**CITY OF SANTA ROSA**  
a Municipal Corporation

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

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

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

\_\_\_\_\_  
Office of the City Attorney

Attachments:

- Exhibit A – Scope of Services
- Exhibit B – Compensation/Rates

## **Exhibit A: Scope of Services**

The City of Petaluma requests assistance from the City of Santa Rosa for the following transit technology projects, subject to the terms of this Memorandum of Understanding:

<b>Priority</b>	<b>Project Name</b>	<b>Description</b>
1	Clipper Data Processing	Helping to create a template for translating monthly Clipper data to parse out Petaluma vs. Santa Rosa Ridership
2	Contact Management Software	Help with selection of new contact management software system. Upon selection, help to set up new platform including rules and reports.
3	Mobile Ticketing	Set up of Masabi Mobile Ticketing Platform and various components
4	GTFS+ Real-time feed	Help get the Petaluma Transit GTFS+ feed set up and potentially transition from using Trillium to Avail for all GTFS feeds.
5	Transit application integration	Upon set-up of GTFS+ feed, work with various Smart Phone apps to get system integrated (Transit App, etc.) + 511. Assist with ongoing maintenance of feed as needed.
6	Avail Scheduling assistance	Help with make modifications to scheduling platform in Avail
7	Trapeze platform	Assist with creating rules, and reports in Trapeze. Helping to train dispatchers on how to use new aspects and reports
8	Avail Reporting	Assist in validating and refining the Avail ridership and other reports as inputs into monthly performance metrics.
9	Resolve Avail data synching issues on buses	Help to resolve issues with bus data downloads from Avail not synching to all vehicles when new schedules are "pushed"
10	Bus Headboard messaging assistance	Help set up Omni Drive Card writer to be able to upload headboard messages to buses on-site
11	Audible Messaging	Assist with creating and uploading internal and external audible messaging onto buses
12	Route Scheduling software	Help with selection, set-up and minor ongoing assistance with using platform.
13	Trapeze EZ Wallet	Work with MV to help implement Paratransit payment platform
14	Bus Surveillance upgrade	Help to upgrade older bus surveillance system memory writers to newer system and ability to download all videos onto share MV-PT drive
15	Transit MAAS project	Help to implement technical aspects of Mobility As A Service pilot project(s)

## **Exhibit B: Compensation**

### Hourly Cost of Proposed Staff:

Scott Allen, Technology Coordinator

Hourly Rate: \$82.14

### Mileage

Mileage related to fulfillment of the Scope of Services will be billed at the current IRS Mileage Reimbursement Rate at the time of travel.