

**Memorandum of Understanding
City of Beaumont and City of Banning
Free Fare Promotion**

This Memorandum of Understanding (MOU) is entered into and effective this ____ day of _____, 2022, among the City of Beaumont (“Beaumont”) and the City of Banning (“Banning”), to cooperatively participate in Free Fare Promotion made possible by Low Carbon Transportation Operation Program (LCTOP) grant funded through the State of California.

RECITALS

WHEREAS, LCTOP was created to provide operating and capital assistance for transit agencies to reduce greenhouse gas emissions and improve mobility, with a priority on serving disadvantaged communities; and

WHEREAS, LCTOP is administered by the California Department of Transportation (Caltrans) in coordination with the California Air Resources Board and the State Controller’s Office; and

WHEREAS, Beaumont has secured LCTOP grant funding in the amount of \$62,000; and

WHEREAS, Beaumont will administer a \$40,000 LCTOP grant for the City of Banning for the time period set forth below; and

WHEREAS, LCTOP has approved a 5%, or \$2,000, administrative fee for the administration of the grant to Beaumont to be applied to Banning’s portion of the LCTOP award. Banning has funding available for \$38,000 in free fares; and

WHEREAS, to benefit Beaumont and Banning passengers, Beaumont and Banning have agreed to work together to offer free fare on Beaumont Transit and Banning Connect to senior, disabled, veteran, and student passengers (excluding general and Dial-A-Ride) to promote the use of public transportation; and

WHEREAS, Caltrans has approved the inclusion of both Beaumont Transit and Banning Connect fixed and commuter routes into the scope of the project to offer free fare; and

WHEREAS, free fare promotion will be an advertised and coordinated effort to promote the use of public transportation on both Beaumont Transit and Banning Connect systems from August 1, 2022 (or when funding becomes available) to August 1, 2023 (or until funding becomes exhausted).

NOW, THEREFORE IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS PROVIDED FOR HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1

Roles of Banning

- 1.1 Monthly meetings with Beaumont to review project status and accounting. Estimates for Free Fare Promotion completion date (August 1, 2023) will be confirmed or adjusted depending on actual expenses applied to the grant funding as it relates to Banning's portion of the grant, less administrative fees, of \$38,000.
- 1.2 Free Fare Promotion last day shall be August 1, 2023, or the point in time at which funding is exhausted.
- 1.3 Banning will provide copies of original driver generated trip sheets (passenger count sheets) to Beaumont on a bi-weekly basis.
- 1.4 Banning will also provide Beaumont with digital spreadsheet of the same trip sheet information specified in 1.3 above.

- 1.5 Banning will provide Beaumont a monthly invoice reflecting the weekly trip sheet information detailing the number of senior, disabled, veteran passenger, student passengers, and Cabazon Zone Passengers, as applicable to the above referenced passenger groups at as part of the Free Fare Promotion. The invoice will be based on Banning's rates at the time the trip is recorded.
- 1.6 Beaumont is not responsible for payment of passenger fares after the Free Fare Promotion completion date (August 1, 2023, or a predetermined adjusted completion date as stated in 1.1 above).
- 1.7 Dial A Ride and General Passengers are not included in the Free Fare Promotion.

Section 2

Roles of Beaumont

- 2.1 Monthly meetings with Banning to review project status and accounting.
- 2.2 Beaumont will consolidate and report to Caltrans all Beaumont and Banning passenger count information.
- 2.3 Beaumont will reimburse Banning for passenger fares within the scope of the Free Fare Promotion within 30 days of receipt of each monthly invoice provided by Banning pursuant to 1.5 above up to the amount awarded to Banning by LCTOP, less administrative fee, of \$38,000.
- 2.4 Beaumont will be the record keeper of all passenger farebox and expenses applied to the LCTOP grant and will maintain the records for auditing purposes.
- 2.5 Beaumont will conduct all marketing and advertising of the Free Fare Promotion at no cost to Banning and use a portion of LCTOP funding for advertising efforts.

(Signatures on next page)

IN WITNESS WHEREOF, the parties have caused this MOU to be executed by their duly authorized representatives.

City of Beaumont

By: _____

Lloyd White, Mayor

Date _____

Attest: _____

Steven Mehlman, City Clerk

Date _____

City of Banning

By: _____

Kyle Pingree, Mayor

Date _____

Attest: _____

Caroline Patton, City Clerk

Date _____