

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
STEER DAVIES & GLEAVE INC.**

This Agreement entered this \_\_\_\_ of \_\_\_\_\_, 2020, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called “C/CAG,” and Steer Davies & Gleave Inc., hereinafter called “Consultant.”

**WHEREAS**, C/CAG, is the Congestion Management Agency for San Mateo County; and

**WHEREAS**, the C/CAG Measure M funds are derived from the imposition of ten dollars (\$10) Vehicle Registration Fee (VRF) annually on each motor vehicle registered in San Mateo County pursuant of California Government Code 65089.20; and

**WHEREAS**, Measure M was approved by the voters of San Mateo County on November 2, 2010, enabling C/CAG to generate an estimated \$6.7 million annually (May 2011 – April 2036) to help fund to fund transportation-related congestion mitigation and water pollution mitigation programs and projects for the 20 cities and the County; and

**WHEREAS**, in March 2011, the C/CAG Board of Directors (Board) approved the initial five-year Implementation Plan for fiscal years 2011 to 2016; in May 2016, the Board adopted Resolution 16-11 approving the second Measure M five-year Implementation Plan for fiscal years 2017 through 2021; and

**WHEREAS**, C/CAG has determined assistance is needed to develop a strategic plan for the next Measure M five-year implementation plan for fiscal years 2022 through 2025; and

**WHEREAS**, the purpose of the Measure M 5-Year Strategic Plan, herein referred to as the “PROJECT”, is to complete all necessary tasks and activities to develop a status report for current programs, identify needs and priorities for current programs, make recommendations on resource needs and investment priorities for the next five-year cycle, and outline performance measures that can be used to indicate program progress, both on an annual basis and at the end of a five-year period; and

**WHEREAS**, C/CAG has determined that Consultant has the requisite qualifications to perform this work; and

**WHEREAS**, the total amount available to Consultant under this Agreement is not to exceed ninety-three thousand and eight hundred and four dollars (\$93,804); and

**WHEREAS**, by adoption of RESOLUTION 20-44, the C/CAG Board of Directors approved the PROJECT and authorized the C/CAG Chair to execute an agreement with Consultant

to provide services indicated in Exhibit A, *Scope of Work*, to assist C/CAG, and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Chair, in a cumulative amount not to exceed ninety-three thousand and eight hundred and four dollars (\$93,804).

**NOW, THEREFORE, IT IS HEREBY AGREED** by the parties as follows:

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services described in Exhibit A, *Scope of Work* attached hereto (the “Services”).

In the performance of its services, Consultant represents that it has and will exercise the degree of professional care, skill, efficiency, and judgment of consultants with special expertise in providing such services, and Consultant represents that it carries and will maintain all applicable licenses, certificates, and registrations needed for the work in current and good standing.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, *Scope of Work*, and Exhibit C, *Key Personnel Assignments*, and in any subsequent task orders executed under the governance of this Agreement, C/CAG shall reimburse Consultant on a deliverable basis. The aggregate total amount of payment by C/CAG to Consultant for services shall not exceed ninety-three thousand and eight hundred and four dollars (\$93,804), as shown in Exhibit B, *Project Budget and Schedule*, for services provided during the Contract Term set forth below, including (as applicable) labor, supervision, applicable surcharges such as taxes, insurance, and fringe benefits, indirect costs, overhead, profit, subconsultants’ costs (including mark-up), travel, equipment, materials and supplies, expenses, and any fixed fee. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by C/CAG, identifies expenditures and describes services performed and percentage of deliverables completed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
  - 2.1 **Progress Reports.** Consultant shall provide C/CAG with progress reports according to the schedule and form approved by the C/CAG Project Manager.
3. **Key Personnel.** The key personnel to be assigned to this work by Consultant and, if applicable, their hourly rates and the estimated hours to be supplied by each are set forth in Exhibit C, *Key Personnel Assignments*, attached hereto and incorporated herein by this reference. Substitution of any of the personnel named in Exhibit C or a decrease in the hours provided to the project by such personnel of more than 10% requires the prior written approval of the C/CAG Project Manager or a designee. Consultant shall maintain records documenting compliance with this Article, and such records shall be subject to the audit requirements of Article 14. Consultant agrees that all personnel assigned to this work will be professionally qualified for the assignment to be undertaken. C/CAG reserves the right to direct removal of any individual, including key personnel, assigned

to this work.

4. **Contract Materials.** At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as “contract materials”) prepared by Consultant under this Agreement shall become the property of C/CAG and shall be promptly delivered to C/CAG. Upon termination, Consultant may make and retain a copy of such contract materials if permitted by law.
5. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
6. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party, or subcontract with a third party, without the prior written consent of the C/CAG Executive Director. Any such assignment or subcontract without the C/CAG Executive Director’s prior written consent shall give C/CAG the right to automatically and immediately terminate this Agreement without penalty or advance notice.
7. **Contract Term/Termination.** This Agreement shall be in effect as of [DATE] and shall terminate on June 30, 2021; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days’ notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination, subject to availability of funding. Such payment shall be that prorated portion of the full payment determined by comparing the work completed to the work required by the Agreement.
8. **Hold Harmless/Indemnity.**
  - a. *General.* Consultant shall indemnify and save harmless C/CAG and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Consultant under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Consultant or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Consultant’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, Consultant’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by

reason of its own negligence or willful misconduct. The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

This indemnification provision will survive termination or expiration of this Agreement.

- b. *Intellectual Property.* Consultant hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as “IP Rights”) except as otherwise noted by this Agreement.

Consultant warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Consultant shall defend, indemnify, and hold harmless C/CAG from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party’s IP Rights provided any such right is enforceable in the United States. Consultant’s duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) C/CAG notifies Consultant promptly in writing of any notice of any such third-party claim; (b) C/CAG cooperates with Consultant, at Consultant’s expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Consultant retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Consultant shall not have the right to settle any criminal action, suit, or proceeding without C/CAG’s prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on C/CAG, impair any right of C/CAG, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of C/CAG without C/CAG’s prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Consultant’s opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes C/CAG’s reasonable use of the services under this Agreement to be seriously endangered or disrupted, Consultant shall, at Consultant’s option and expense, either: (i) procure for C/CAG the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Consultant will have no obligation or liability to C/CAG under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement

which have been modified by or for C/CAG (other than modification performed by, or at the direction of, Consultant) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by C/CAG in a manner prohibited by this Agreement.

The duty of Consultant to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. **Insurance.**

- a. *General Requirements.* Prior to commencement of any work, Consultant shall deliver to C/CAG all insurance documentation, annual certificates and/or other evidence of the insurance coverage required below, verifying coverages. Consultant shall obtain and maintain in full force and effect insurance as set forth below. All insurance specified below shall remain in force until all work or services to be performed are satisfactorily completed, and the work or services have been formally accepted. Consultant must notify C/CAG if any of the required coverages listed below are non-renewed or cancelled. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.

The insurance requirements specified in this section shall cover Consultant's own liability and the liability arising out of work or services performed under this Agreement by any subconsultants, subcontractors, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations that Consultant authorizes to work under this Agreement (hereinafter referred to as "Agents.") Consultant shall, at its own expense, obtain and maintain in effect at all times during the life of this Agreement the types of insurance indicated below against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under this Agreement.

Consultant is also required to assess the risks associated with work to be performed by Agents under subcontract and to include in every subcontract the requirement that the Agent maintain adequate insurance coverage with appropriate limits and endorsements to cover such risks. To the extent that an Agent does not procure and maintain such insurance coverage, Consultant shall be responsible for said coverage and assume any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Consultant's indemnity obligation as to itself or any of its Agents in the absence of coverage.

- b. *Workers' Compensation and Employer Liability Insurance.* Consultant shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage. In signing this

Agreement, Consultant certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. *Liability Insurance.* Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Consultant, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage that may arise from Consultant's operations under this Agreement, whether such operations be by Consultant or by any sub-consultant or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

d. *Insurance Limits; Insured Entities; Breach.* Required insurance shall include:

|                                    | Required<br>Amount | Approval by<br>C/CAG Staff<br>if under<br>\$ 1,000,000 |
|------------------------------------|--------------------|--|
| 1. Comprehensive General Liability | \$ 1,000,000       | _____  |
| 2. Workers' Compensation           | \$ Statutory       | _____  |
| 3. Professional Liability          | \$1,000,000        | _____  |
| 4. Motor Vehicle Liability         | \$1,000,000        | _____  |

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers, agents, employees, and servants have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the C/CAG Chairperson, at his/her option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. **Compliance with All Laws.** Consultant shall at all times comply with all applicable

federal, state, San Mateo County, and municipal laws, ordinances, and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, San Mateo County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement. Consultant will timely and accurately complete, sign, and submit all necessary documentation of compliance.

11. **Non-discrimination.** Consultant and any subconsultants performing the services on behalf of Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
12. **Sole Property of C/CAG.** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
13. **Record Retention; Right to Monitor and Audit.**
  - a. Consultant shall maintain all required records relating to services provided under this Agreement for three (3) years after C/CAG makes final payment and all other pending matters are closed, and Consultant shall be subject to the examination and/or audit by C/CAG, a Federal grantor agency, and the State of California.
  - b. Consultant shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by C/CAG.
  - c. Consultant agrees upon reasonable notice to provide to C/CAG, to any Federal or State department having monitoring or review authority, to C/CAG's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.
14. **Permits/Licenses.** If any license, permit, or approval is required to perform the work or services required by this Agreement, Consultant bears the responsibility to obtain said license, permit, or approval from the relevant agency at Consultant's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.
15. **Remedies for Breach.** C/CAG may terminate this Agreement for cause. In order to

terminate for cause, C/CAG must first give Consultant notice of the alleged breach. Consultant shall have five (5) calendar days after receipt of such notice to respond, and a total of fifteen (15) calendar days after receipt of such notice to cure the alleged breach. If Consultant fails to cure the breach within this period, C/CAG may immediately terminate this Agreement without further action.

In the event Consultant fails to comply with the requirements of the Agreement in any way, C/CAG reserves the right to implement administrative remedies that may include, but are not limited to, withholding of progress payments and contract retentions, and termination of the Agreement in whole or in part.

The duties and obligations imposed by the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by C/CAG or Consultant shall constitute a waiver of any right or duty afforded any of them under the Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

16. **Merger Clause; Amendments.** This Agreement, including Exhibit A, *Scope of Work*, Exhibit B, *Project Budget and Schedule*, Exhibit C, *Key Personnel Assignment*, and Exhibit D, *Subconsultant List*, attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto regarding the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent amendments shall be in writing and signed by the C/CAG Chair or Executive Director. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A, *Scope of Work*, Exhibit B, *Project Budget and Schedule*, Exhibit C, *Key Personnel Assignment*, or Exhibit D, *Subconsultant List*, attached hereto, the terms, conditions or specifications set forth herein shall prevail.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
18. **Notices.** All notices hereby required under this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed, or by email, with confirmation of receipt by the recipient party required for notice by email to be effective, as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Kim Wever  
[kwever@smcgov.org](mailto:kwever@smcgov.org)



Notices required to be given to Consultant shall be addressed as follows:

Steer  
800 Wilshire Blvd., Suite 1320  
Los Angeles, CA 90017  
Attention: Julia Wean  
[Julia.Wean@steergroup.com](mailto:Julia.Wean@steergroup.com)

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

**Steer Davies & Gleave Inc.**

By \_\_\_\_\_

Alasdair Dawson, Director

\_\_\_\_\_

Date

**City/County Association of Governments of San Mateo County (C/CAG)**

By \_\_\_\_\_

Marie Chuang  
C/CAG Chair

\_\_\_\_\_

Date

By \_\_\_\_\_

Melissa Andrikopoulos  
C/CAG Legal Counsel

\_\_\_\_\_

Date

## Exhibit A

### SCOPE OF WORK

#### **Task 1: Project Administration and Meetings**

##### *Project Kick-Off Meeting*

Shortly after execution of a contract, the Consultant will schedule the Kick-off Meeting with C/CAG's Project Manager and Key Staff. It is anticipated that the kick-off meeting will be held virtually due to travel guidance currently in place related to Covid-19. However, if circumstances change and/or the project timeline is pushed back, the Consultant's Project Manager will be able to attend in person.

This meeting will provide the Consultant with an opportunity to discuss administrative procedures. Consultant will use this opportunity to address project objectives and potential concerns. The meeting will allow the Consultant to:

- Learn about any pre-identified challenges C/CAG faces related to Measure M implementation;
- Develop a working list of stakeholders to engage, representing both municipalities and countywide programs;
- Outline the project Work Plan, including timeline and scheduled deliverables; discuss any necessary adjustments;
- Define team roles and responsibilities across participating agencies;
- Review project management protocols;
- Schedule upcoming meetings and milestones; and
- Review project risks, challenges, and opportunities.

The Consultant will develop an agenda for the kick-off meeting and submit meeting minutes to the project team.

##### *Ongoing Communication and Project Management*

The Consultant's Project Manager shall participate in regularly scheduled weekly project management check-ins with C/CAG's designated Project Manager. These meetings will be held by phone or videoconference and Consultant's Project Manager can be joined by Consultant's Project Director for key calls when required. To maximize the effectiveness of these check-ins Consultant will establish a shared agenda that is updated weekly, identifying key actions and notes.

In addition to the weekly project check-ins, the broader Consultant and C/CAG team will also participate in regular Focused Meetings. Focused Meetings will occur monthly, will be attended by Consultant's Project Manager and Project Director, and other Consultant staff as appropriate based on content, as well as C/CAG's Project Manager and additional C/CAG staff as

appropriate. These hour-long meetings will provide an opportunity for the broader team to catch up on progress, review deliverable drafts, address any impending issues and confirm any changes to scope or schedule. The Consultant will provide agendas and relevant material to the group prior to each Focused Meeting and will follow up with minutes afterward.

Consultant will also attend and present at four (4) C/CAG Congestion Management Program Technical Advisory Committee (TAC) meetings, two (2) Congestion Management and Environmental Quality (CMEQ) Committee meetings, and two (2) C/CAG Board meetings.

Consultant will invoice C/CAG for work completed on a monthly basis. Each invoice package will include a summary of hours worked and a progress report detailing activities completed.

#### *Task 1 Deliverables:*

- Project kick-off meeting (incl. agenda and minutes)
- Focused meetings with agendas, materials and minutes
- Weekly project management meeting agendas and action items

#### **Task 2: Current Program Performance Assessment**

The Consultant will undertake a Program Performance Assessment to evaluate the success and impact of Measure M programs thus far.

#### *Program Manager and Stakeholder Engagement*

In order to assess the impacts of programs funded by Measure M, Consultant will need to hear from those who implement the programs. The goal of the stakeholder outreach process will be twofold. First, in order to assess the program against its currently identified goals, objectives and performance measures, Consultant will seek to understand:

- How Measure M funding is being spent by recipients;
- “Matches” or additional spend required by municipalities or program managers on projects or programs supplemented by Measure M (including both financial commitment and staff time);
- How funding recipients go about goal-setting for those projects and programs;
- What level of success projects and programs see (based on pre-determined Performance Measures outlined in the 2017-2021 Implementation Plan);
- Measures or KPIs collected in addition to those identified through the Measure M Implementation Plan; and
- Operationally, what works well or is challenging for funding recipients related to Measure M and potential opportunities to optimize the program further.

Additionally, Consultant will utilize the initial stakeholder engagement process to gain insight that will be used during Task 3 (Program Visioning, Goal Setting and Performance Measures). In order to best complete that task, Consultant will also seek an understanding of:

- Broad goals and objectives across programs and municipal governments;
- The ability or lack thereof to collect relevant metrics related to current or potential Measure M expenditures; and
- The anticipated cost associated with potential metrics collection.

Given the information outlined above requires a good deal of quantitative information to be pulled by funding recipient representatives, Consultant proposes that their initial information-gathering should come through the distribution of a questionnaire. Consultant will develop an online questionnaire and will distribute it to funding recipient representatives. Consultant expect the list of respondents to include a representative from each municipality in the County, as well as representatives from each of the Countywide Transportation Programs. Where the Countywide programs have designated multiple funding recipients (such as SamTrans and Caltrain who can both potentially receive funding for Senior Transportation) Consultant will solicit responses from multiple representatives.

Consultant will work with the C/CAG team to ensure the questionnaire is being distributed to the correct audience and that the Consultant receives responses. Consultant expects that if Consultant's staff are not able to get in touch with individual representatives C/CAG staff will provide support to ensure Consultant receive a response from each recipient.

As described in more detail below in Consultant's response to Task 3, Consultant propose that in addition to the survey, Consultant will work with C/CAG to identify up to twelve individuals with whom Consultant will have more in-depth conversations through phone or videoconference. These individuals will provide insight that will help the Consultant provide the Performance Assessment and will also be instrumental to the visioning process that will take place in Task 3.

Consultant will provide C/CAG with a Memorandum that provides a summary and analysis of the questionnaire responses, along with a summary of interview notes.

### *Performance Assessment*

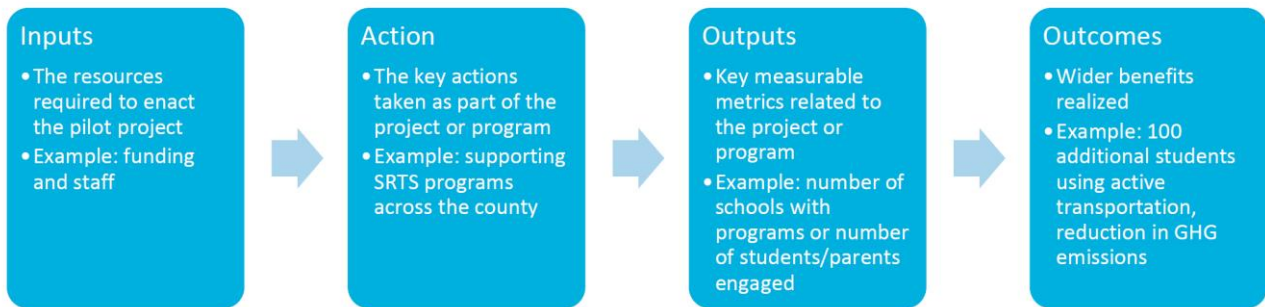
Based on the information Consultant receives from the Stakeholder Engagement process, along with any additional data or information provided by C/CAG, Consultant will provide C/CAG with a report assessing the performance of the current program by highlighting successes and identifying gaps or challenges.

To do this, Consultant will use a "logic framework" to articulate the core strategic narratives across the Measure M allocations. Consultant will work with C/CAG to identify the level of granularity needed, but expect that Consultant will use the framework to evaluate at least each of the Countywide Transportation Programs and the overall Local Streets and Roads allocations. This approach will allow the Consultant to understand core evaluation questions, such as:

- What inputs (investment, staff resources) are required to implement projects or programs

- (differentiating between, but including both Measure M funding and other sources)?
- What actions are taken by funding recipients? Have they aligned with the desired outcome or overall goals? Were they undertaken in an appropriate location and timeframe?
  - What measurable outputs have been recorded? What do they communicate about the overall success of their projects or programs?
  - What were the project or program’s desired goals and outcomes? Were they achieved? Why or why not?
  - What factors external to the project or program influenced success or failure?

**Figure 1: Logic Framework**



In addition to identifying successes and challenges of the current program, Consultant will use the logic framework to call out opportunities to be explored. All of this will be compiled in a draft Program Assessment Report for C/CAG’s review. C/CAG will have the opportunity to provide comments, and then Consultant will submit a final Program Assessment Report.

*Task 2 Deliverables:*

- Stakeholder Engagement Memo
- Draft Program Assessment Report
- Final Program Assessment Report

**Task 3: Program Visioning, Goal Setting and Performance Measures**

In order to plan for future implementation of the Measure M program, it is crucial to set clear goals and objectives and agree upon measures against which C/CAG can evaluate success. Consultant will work with C/CAG and stakeholders to establish visionary goals, value-based objectives and program measures that both evaluate effectiveness and demonstrate results for the Measure M program.

As described in Consultant’s approach to Task 2, Consultant plan to follow up with a small group of survey respondents (as identified with input from C/CAG) with whom we will have more in-depth conversations related to their administration of Measure M funds. These conversations will support the Program Assessment, but they will also inform the development

of program goals, objectives and performance measures. During these conversations, Consultant will ask permission to send along ideas or drafts for further response or feedback.

While the Consultant will be meeting with the C/CAG team regularly, Consultant proposes that one of the designated team Focused Meetings is reserved to complete a visioning exercise. This exercise will use the logic model to develop an overarching strategic narrative for the program and projects that fit into it with an emphasis on clearly connecting all elements of the program to an overarching vision. This workshop will set out goals, objectives, and performance measures and link them to a central guiding vision that can be used to describe the program and evaluate its successes.

Lastly, Consultant finds it is crucial when developing project-specific goals to tie these to broader long-term ambitions and policy levers across the jurisdictions they operate within. Thus, Consultant will seek information through the questionnaire and conversations with C/CAG to do a review of relevant policy documents at the jurisdictional level, across the County (such as the SMCTP 2040) and even the larger region (Plan Bay Area 2040/50).

Based on what the Consultant has learned from a policy review, analysis of the survey responses, and further discussions with both C/CAG and additional stakeholders, Consultant will develop vision statements for both the Local Streets and Roads and Countywide Transportation Program categories of Measure M expenditures, each accompanied by a list of goals and objectives. These will be assigned performance measures that are realistic for review both annually and every five years. Performance measures will be accompanied by data sources, collection suggestions, and associated costs.

The vision statements, goals, objectives and performance measures will be summarized in a report, with both draft and final versions provided to C/CAG.

#### *Task 3 Deliverables:*

- Draft report summarizing program vision, strategic goals and performance measures
- Final report summarizing program vision, strategic goals and performance measures

#### **Task 4: Development of Strategies**

With both the program assessment and long-term goal setting complete, Consultant will develop an Action Plan to guide C/CAG and its partners in bridging the gaps between the program's performance currently and where the team expects it to be in the future. In addition to the lessons Consultant has learned directly from C/CAG, the Action Plan will reflect knowledge gleaned from similar programs seen locally, such as Alameda CTC's Vehicle Registration Fee Program, as well as those implemented beyond California.

Based on a combination of local understanding and national best practice, the Action Plan will consist of a list of recommended strategies. Each will identify an expected cost and timescale to complete, and will be prioritized based on those factors along with programmatic need. Leading

group, municipality or agency will be identified for each strategy, with opportunities for partnerships noted when applicable.

While Consultant has not yet been able to gain a full understanding of the process that jurisdictions and programs undertake in order to request funding, when completing similar exercises for other clients Consultant has often identified the potential for strategic improvements in this process. In Toronto for example, the Consultant helped Metrolinx develop a wholistic approach to funding their Smart Commute programs, where funding recipients were required to set goals and objectives that were relevant to their specific programs in the application process. Their ongoing reporting to Metrolinx then referred back to their original application for funds, requiring them to follow through on their self-assessments long term.

**Figure 2: SmartCommute Funding Application and Evaluation Approach**

| Component                | Template Breakdown                 | Benefit of Approach   | Role in Post-delivery Evaluation  |
|--------------------------|------------------------------------|---|---|
| Core Project Information | Overview                           | <ul style="list-style-type: none"> <li>• Clear project planning structure</li> <li>• Objectives are directly aligned with project benefits</li> </ul> | <ul style="list-style-type: none"> <li>• Checked for completion according to project budget requirements.</li> <li>• Clearly defined objectives, problem/opportunity</li> <li>• Shows connections between proposed plan of action and outcome.</li> <li>• Objectives are measurable and specific</li> </ul> |
|                          | Objectives                         |   |   |
|                          | Approach                           |   |   |
|                          | Outcomes                           | <ul style="list-style-type: none"> <li>• Improved quality management</li> <li>• Accountability</li> </ul>   |   |
|                          | Governance                         |   |   |
|                          | Monitoring & Evaluation            |   |   |
| Risk Assessment          |                                    |   |   |
| Budget & Cost Estimates  | One Costing and Budgeting template | <ul style="list-style-type: none"> <li>• Reduced administration</li> </ul>  | <ul style="list-style-type: none"> <li>• Checked for completion</li> </ul>  |
| Final Report             | One Final Report template          | <ul style="list-style-type: none"> <li>• Reduced administration</li> </ul>  | <ul style="list-style-type: none"> <li>• Checked for completion</li> <li>• Targets are met</li> <li>• Relevant feedback shared</li> </ul>   |

Consultant will develop a draft and final Memorandum outlining the Action Plan.

*Task 4 Deliverables:*

- Draft Program Strategies Memo
- Final Program Strategies Memo

### **Task 5: Documentation of Measure M 5-Year Implementation Plan for Fiscal Year 2022-2026**

The work that the Consultant has completed in Tasks 1-4 will be compiled into a formal 5-Year Implementation Plan for Measure M. The final document will include an Executive Summary, as well as an implementation budget and schedule.

#### *Task 5 Deliverables:*

- Draft Measure M 5-Year Implementation Plan
- Final Measure M 5-Year Implementation Plan

### **Task 6: Optional Tasks As-Needed**

After the 5-Year Implementation Plan has been approved, with prior written approval from the C/CAG Project Manager describing the task to be completed and the associated cost, Consultant may provide additional services related to implementation of Measure M and/or monitoring ongoing performance of the plan.

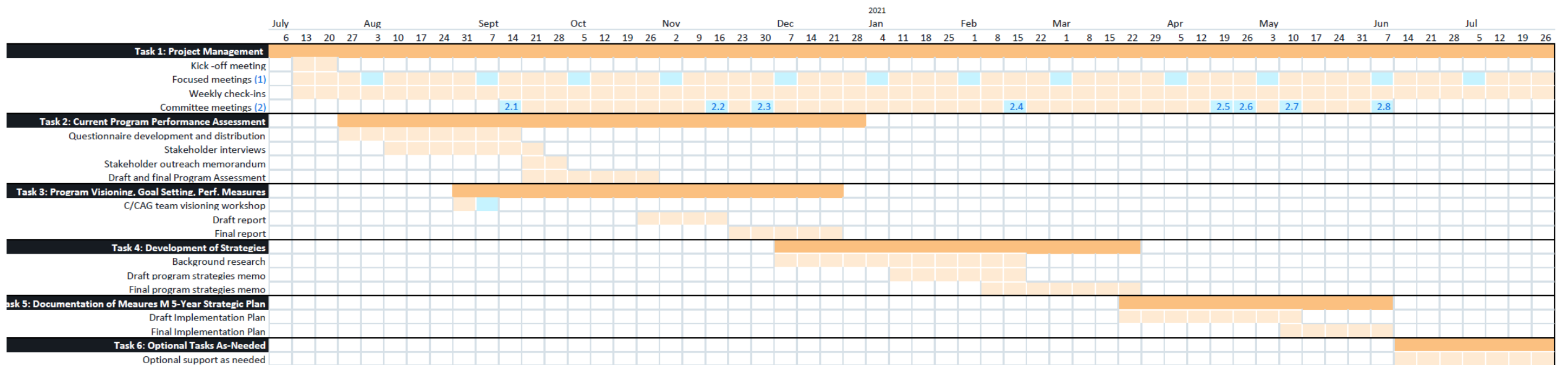


## Exhibit B

### PROJECT BUDGET AND SCHEDULE

|  |                                       |                     |
|--|---------------------------------------|---------------------|
| <b>Task 1: Project Management</b>                                |                                       | <b>16,720</b>       |
| Project Kick Off Meeting   |                                       | <b>2,646</b>        |
| Focused Meetings   |                                       | <b>9,145</b>        |
| Weekly Project Management Meetings                               |                                       | <b>4,928</b>        |
| <b>Task 2: Current Program Performance Assessment</b>            |                                       | <b>15,797</b>       |
| Stakeholder Engagement Memo                                      |                                       | <b>5,341</b>        |
| Draft Program Assessment Report                                  |                                       | <b>7,475</b>        |
| Final Program Assessment Report                                  |                                       | <b>2,981</b>        |
| <b>Task 3: Program Visioning, Goal Setting, Perf. Measures</b>   |                                       | <b>13,656</b>       |
| Draft Vision/Goals Report  |                                       | <b>8,670</b>        |
| Final Vision/Goals Report  |                                       | <b>4,986</b>        |
| <b>Task 4: Development of Strategies</b>                         |                                       | <b>26,958</b>       |
| Draft Program Strategies Memo                                    |                                       | <b>19,474</b>       |
| Final Program Strategies Memo                                    |                                       | <b>7,484</b>        |
| <b>Task 5: Documentation of Measures M 5-Year Strategic Plan</b> |                                       | <b>16,173</b>       |
| Draft Measure M Implementation Plan                              |                                       | <b>12,560</b>       |
| Final Measure M Implementation Plan                              |                                       | <b>3,613</b>        |
| <b>Task 6: Optional Tasks As-Needed</b>                          |                                       | <b>-</b>            |
| <b>Total Labor Cost</b>  |                                       | <b>\$ 89,303.38</b> |
| <b>Direct Cost</b>   |                                       |                     |
| Questionnaire Incentive  | \$50 incentive for 30 respondents     | <b>\$ 1,500.00</b>  |
| Travel   | \$600 per trip from LA for 6 meetings | <b>\$ 3,000.00</b>  |
| <b>Total</b>   |                                       | <b>\$ 93,803.38</b> |

\*The CCAG Project Manager has the ability to approve moving unused funds between deliverables, but maintain overall total budget.



Meetings ■  
 Deliverables "drafts" to be presented to committees will be provided to C/CAG team one week before committee meeting

- 1 One per month - dates will be determined based on project start date
- 2.1 TAC - Team introduction
- 2.2 TAC - Presentation of draft vision, goals, objectives and performance measures
- 2.3 CMEQ - Discussion of draft vision, goals, objectives and performance measures
- 2.4 TAC - Presentation of draft strategies
- 2.5 TAC - Presentation of draft implementation plan
- 2.6 CMEQ - Presentation of draft implementation plan for recommendation to the C/CAG Board
- 2.7 Board - Presentation of draft implementation plan
- 2.8 Board - Presentation of final implementation plan

Exhibit C

KEY PERSONNEL ASSIGNMENTS

|    | <u>Name</u>     | <u>Loaded<br/>Rate/hour</u> | <u>Est. hours</u> | <u>Task Description</u>   |
|----|-----------------|-----------------------------|-------------------|---|
| 1. | Julia Wean      | \$128.58                    | 184               | Project Manager, Task 1-5                                       |
| 2. | Patrick Miller  | \$132.10                    | 116               | Project Director, Task 1-5                                      |
| 3. | Megan Brock     | \$143.68                    | 126               | Technical Lead, Task 1-5  |
| 4. | Angie Ning      | \$88.09                     | 108               | Project Support, Task 2-5                                       |
| 5. | Dennis Fletcher | \$204.33                    | 16                | Expert Advisor – Transit and Access<br>Mobility, Task 2, 4, & 5 |
| 6. | Francois Tomeo  | \$205.50                    | 16                | Expert Advisor – Traffic Engineering,<br>Task 2, 4, & 5         |
| 7. | Intern          | \$53.48                     | 96                | Junior Support – Urban Planning and<br>Economics, Task 2-5      |

\* Applicable to development of payment provisions in amendments only.

\* Annual escalate rate is at 3%.

Exhibit D

SUBCONSULTANT LIST

|    | <u>Name/Address of Subconsultant</u>  | <u>Amount of Subcontract</u> | <u>Description of Work</u>  |
|----|---|------------------------------|---|
| 1. | Masud Hussain<br>Mott MacDonald<br>10 Temple Back, Redcliffe,<br>Bristol, BS1 6FL<br>United Kingdom | \$3,467.62                   | Expert Advisor – ITS, Task 3-5<br>Will provide experience in systems engineering and ITS hardware to supplement Steer’s expertise in smart technology and mobility management.  |
| 2. | Lisa Austin<br>Geosyntec Consultants<br>1111 Broadway Street 6th floor,<br>Oakland, CA 94607        | \$7,544.68                   | Expert Advisor – Stormwater, Task 3-5<br>Will provide expertise in stormwater management, with experience as a regulator with the state, a permittee with the city and a consultant to both private and public clients. |