



## **Limited Call for Projects Transportation Fund for Clean Air (TFCA) County Program Manager Funds Fiscal Year 2020-2021**

### **Program Overview**

The Bay Area Air Quality Management District (BAAQMD) is authorized under Health and Safety Code Section 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) funds. These funds are used to implement projects to reduce air pollution from motor vehicles. Health and Safety Code Section 44241(d) stipulates that BAAQMD administers and distributes sixty percent (60%) of the revenues through grant programs. The remaining forty percent (40%) of funds generated within a county where the fee is in effect shall be allocated by the BAAQMD to one or more public agencies designated to receive the funds. For San Mateo County, the City/County Association of Governments of San Mateo County (C/CAG) has been designated as the County Program Manager to receive the funds. C/CAG distributes funds to qualifying projects that reduce air pollution, greenhouse gas emissions, and traffic congestion by improving transportation options.

In the Fiscal Year 2020-2021 TFCA County Program Manager Expenditure Plan, the C/CAG Board of Directors approved funding for innovative projects. Combined with unspent grant balance from Fiscal Year 2019-2020, a one-time total of five-hundred fifty thousand dollars (\$550,000) of TFCA County Program Manager Funds are now available. C/CAG invites local jurisdictions in San Mateo County to submit proposals for this grant program.

Applications must be received **no later than 12:00 noon on Friday, August 21, 2020**. Late applications will not be considered. One (1) electronic version of the application shall be submitted to the County Program Manager by the closing date and time for receipt of application. Applications and questions on the Call for Projects must be sent to:

City/County Association of Governments of San Mateo County (C/CAG)  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Kim Wever  
Phone: 650-599-1451  
E-mail: [kwever@smcgov.org](mailto:kwever@smcgov.org)

Other schedule information can be found in the section below titled “Timeline”.

### **TFCA Program Goals**

1. Reduce air pollution, including air toxics such as benzene and diesel particulates
2. Conserve energy and help to reduce greenhouse gas emissions

3. Improve water quality by decreasing contaminated runoff from roadways
4. Improve transportation options; and
5. Reduce traffic congestion

## Eligible Projects

Eligible projects must support the TFCA Program goals. For this Call for Projects, C/CAG is soliciting proposals for two types of projects: A) arterial traffic management projects using advanced transportation technology; B) traffic calming projects (quick build bike/pedestrian projects), intending to fund interim rapid-deployment capital projects. Funding distribution for each category will depend on the pool of candidate projects. Refer to the following table for additional details and example projects within each category.

Project Category	Brief Description and Examples
A) Arterial Traffic Management Projects utilizing technology	These arterial traffic management projects improve traffic operation, enhance safety and increase mobility using advanced transportation technology. Example projects include, but not limited to, projects that leverage the San Mateo Smart Corridor incident management infrastructure and equipment to improve mobility along the corridor; Automated Traffic Signal Performance Measures implementation, adaptive signal control technology deployments, and any other arterial operations projects that contain innovative elements.
B) Traffic Calming Projects (Quick Build Bicycle & Pedestrian Improvements)	<u>Project must be identified in an approved area specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic calming plan, or other similar plan.</u> Traffic calming projects are limited to physical improvements that achieve motor vehicle emission reductions by designing and improving safety conditions for pedestrians, bicyclists or transit riders in residential retail and employment areas. Project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards. The project must also have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then the project has met this requirement. Similar to the California Transportation Commission’s Active Transportation Program (ATP), these quick build projects require minor construction activities and are typically built durable, low moderate cost materials, and last from one year to five years. Examples of quick build bicycle and pedestrian access and facilities improvements include but are not limited to the following: paint, street signs, traffic delineators such as flex posts, planters, K-71’s, etc.

Projects must adhere to BAAQMD’s requirements listed in the [BAAQMD County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2021](#). Grant recipients shall agree to terms identified in *Attachment 5, Funding Agreement Template*.

TFCA funds may not be used for planning activities that are not directly related to the implementation of a specific project. If TFCA funds are awarded for planning activities and the project does not end up being implemented, TFCA funds awarded to Project Sponsor will need to be returned to BAAQMD. The costs of preparing or conducting feasibility studies are not eligible.

### **Eligible Applicants**

Cities, towns, county and transit agencies in San Mateo County are eligible to apply for both project categories. Other entities may partner with an eligible applicant to help shape the scope of work for the project proposal and play a role in project delivery.

### **Grant Funding / Match**

	<b>Arterial Traffic Management</b>	<b>Quick Build Bicycle/Pedestrian Improvements</b>
Total Grant Funds Available	TBD	TBD
Minimum Grant Awards	\$100,000	
Maximum Grant Awards	\$550,000	
Minimum Local Cash or In-Kind Match (% of Total Project Cost)*	10%	

\*The match is based on total project cost, not the amount of the grant. Revenue sources for a local match can include local sales tax, special bond measures, private donations, and/or private foundations, etc. The local match can be all cash, third-party in-kind contributions, or a combination of the two. Staff time from the primary applicant can also count as in-kind match.

## Application and Evaluation Process

### Step 1: Prepare Cost-Effectiveness (C/E) Worksheet to verify eligibility

To be eligible, **the Project Sponsor should prepare the C/E Worksheet, Attachment 1 to ensure that the project does not exceed the maximum C/E limit.** Attachment 1a, Arterial Management FYE 2021 Worksheet should be used for Arterial Management Projects and Attachment 1b, Trip Reduction FYE 2021 Worksheet should be used for Traffic Calming and Transit Bus Signal Priority Projects. Cost-effectiveness (\$/weighted ton) is the ratio of TFCA funds awarded to the sum of surplus emissions reduced, during a project's operation period, of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller). The maximum C/E limit is shown below. For instructions on the C/E calculation, project sponsors should refer to Appendix H of the [BAAQMD County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2021](#). Projects that do not meet the C/E threshold will be rejected. Attachment 1, Cost-Effectiveness (C/E) Worksheet is a required component of the application packet.

Projects must not exceed the maximum cost-effectiveness (C/E) limit:

Project Category	Maximum C/E (\$/weighted ton)
Arterial Management	175,000
Traffic Calming	175,000

### Step 2: Complete Project Application

Project Sponsors shall complete Attachment 2, Grant Application. All applications for eligible projects received by the due date will be reviewed and ranked using the following evaluation criteria. C/CAG reserves the right to reject any incomplete application, i.e., an application that does not include sufficient information to adequately score the application based on the criteria described below.

#### Evaluation Criteria (100 points total)

The following evaluation criteria will be used to score each completed application:

- **Cost Effectiveness Evaluation Results (up to 40 points)**
  - Projects that do not meet C/E threshold will be rejected. Projects that demonstrate the highest level of cost-effectiveness will be awarded the most points. Up to five points will be given to projects meeting minimum match requirements (cash and/or in kind). Up to three additional points will be given to projects providing match over the 10% minimum.
- **Safety (up to 20 points)**
  - Potential for reducing the number of motor vehicle collisions, and/or secondary accidents
  - Potential for reducing the number and/or rate or the risk of pedestrian and

bicyclist fatalities and injuries, including the identification of safety hazards for pedestrians and bicyclists

- **Project Readiness and Timely Use of Funds (up to 15 points)**
  - Project must have a realistic implementation schedule, commencing during FY 2020-2021.
  - Project must be completed within two years upon receipt of grant funding.
  - All projects should have completed the following activities before awarding TFCA funds: Planning (e.g. design), Jurisdictional approval (e.g. permits), Legislative approvals (e.g. CPUC), and Environmental review/approvals (e.g. EIR, negative declaration). Planning Activities are eligible projects if they are directly related to the implementation of a specific project. If TFCA funds are awarded for planning activities and the project does not end up being implemented, TFCA funds awarded will need to be returned to BAAQMD.
  - Project sponsor must demonstrate project management capacity and commit specific and sufficient staff to implement the project.
  
- **Community Support (up to 10 points)**
  - Project demonstrates community support (e.g. outreach conducted to identify locations and/or interested neighborhoods, a letter of recommendation provided by the district Supervisor, evidence of Council or Board approval and/or support from local community organizations).
  - Project benefits Communities of Concern or can demonstrate benefits to disadvantaged populations.
  - Project demonstrates countywide impact or significance
  
- **Innovative (up to 10 points)**
  - Project sponsor presents evidence that the proposed project is transformative and innovative in nature.
  -
  
- **Countywide Plans/Consistency (up to 5 points)**
  - Project is identified in an adopted plan, consistent with adopted countywide transportation plans, active transportation plans, and/or other countywide goals, as applicable.
  - For Arterial Management projects, Project Sponsor should provide evidence of prior planning and document project needs (e.g. prior traffic operations analysis).
  - Traffic Calming projects are required to be identified in an approved area specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic calming plan, or other similar plan.

### **Recommendation for Grant Award**

C/CAG staff will recommend the selected project(s) to the C/CAG Executive Director, based on the cost-effectiveness calculation and evaluation criteria. The Executive Director will review the recommendation and, if she agrees, staff will forward the recommendation to the C/CAG

Congestion Management Program Technical Advisory Committee, and the C/CAG Congestion Management and Environmental Quality Committee. The C/CAG Board of Directors will authorize the award(s).

## Timeline

Date	Description
Friday, July 24, 2020	Release Call for Projects
Friday, July 30, 2020 at 12 PM Noon	Closing Date/Time for Requests for Clarifications and Questions*
Tuesday, August 4, 2020 (Time to TBD)	Zoom Workshop (more information below)
Friday, August 21, 2020 at 12 PM Noon	Application Due Date
Late August/Early September	Application Evaluation and Project Selection Process
September 2020	Selected project(s) will be notified and recommended to the C/CAG Committees for approval.
September and October 2020	Funding Agreement developed between C/CAG and Project Sponsor. Funding Agreement will be presented to Board for approval.

\*Questions regarding the Call for Projects should be submitted to Kim Wever at (650) 599-1451 or [kwever@smcgov.org](mailto:kwever@smcgov.org).

## Zoom Workshop

C/CAG will be hosting a Zoom Workshop to provide prospective applicants more information and to answer questions. Questions and requests for clarifications must be submitted by July 30, 2020 at 12:00 PM Noon to Kim Wever at (650) 599-1451 or [kwever@smcgov.org](mailto:kwever@smcgov.org). A Zoom link will be posted on <https://ccag.ca.gov/opportunities/call-for-projects-2/> by July 30, 2020. Attendance is optional.

## Attachments

- 1) Cost-Effectiveness (C/E) Worksheet (Spreadsheets available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)
  - a. Arterial Management FYE 2021 Worksheet (Arterial Management: Signal Timing Projects)
  - b. Trip Reduction FYE 2021 Worksheet (Traffic Calming and Transit Bus Signal Priority Projects)
- 2) Grant Application (Word Document version available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)

- [projects-2/](#))
- 3) Corridor Information Spreadsheet (Available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)
  - 4) Decision Tree for Adaptive Signal Project
  - 5) Funding Agreement Template

**Attachment 2**  
**GRANT APPLICATION**

- One (1) electronic version of the application shall be submitted to the County Program Manager, Kim Wever ([kwever@smcgov.org](mailto:kwever@smcgov.org)) by the closing date and time for receipt of application.
- Applications must be received no later than 12:00 noon on Friday, August 21, 2020.
- Each application shall be no more than 20 bound pages.

GENERAL INFORMATION	
<b>Project Sponsor</b>	
1. Lead Applicant (Agency):	
2. Project Manager (Name and Title):	
3. Contact Information (Email and Phone):	
Project Partners/Vendors (Please list all project partners and/or vendors that will be involved and their role in the project.)	
1. Agency/Business/Organization	
a. Role in Project (brief)	
2. Agency/Business/Organization	
a. Role in Project (brief)	
PROJECT CATEGORY	
o Arterial Traffic Management using advanced transportation technology	
o Traffic Calming (Quick Build Bike/Pedestrian Improvements)	
PROJECT DESCRIPTION	
1. Project Title	
2. Brief Project Description and Purpose	
3. Project Location	



**PROJECT COST AND GRANT REQUEST**

1. Total Project Cost	
2. Total TFCA Grant Request	
3. Local Cash Match	
4. And/or In-Kind Match	

**NARRATIVE/COST PROPOSAL**

1. Detailed description of project (describe the project and services being requested)

2. Project justification and needs (justify the project by describing what the agency needs are and how this project meet those needs, i.e. reduce air pollution, improves safety, community support, consistent with countywide or citywide plans)

<p>3. Agency resources (describe the resources the project sponsor agency will dedicate for the successful completion of the project)</p>
<p>4. Project Readiness (describe the readiness of the project, and any factors that may influence the project schedule in any way) <i>Please include project schedule as attachment, if needed.</i></p>
<p>5. Detailed project cost proposal (include breakdown of costs for capital, construction, consultant, etc.) <i>Please include as an attachment, if needed.</i></p>
<p>6. Vicinity map <i>Please include as attachment</i></p>
<p>7. Documentation of community support (i.e. letter(s) from mayor, city manager, chair, or community-based organizations, or evidence of Council or Board approval) <i>Please include as attachment</i></p>
<p>8. Other information (provide any other relevant information not provided above)</p>

**FOR ARTERIAL TRAFFIC MANAGEMENT PROJECTS ONLY**

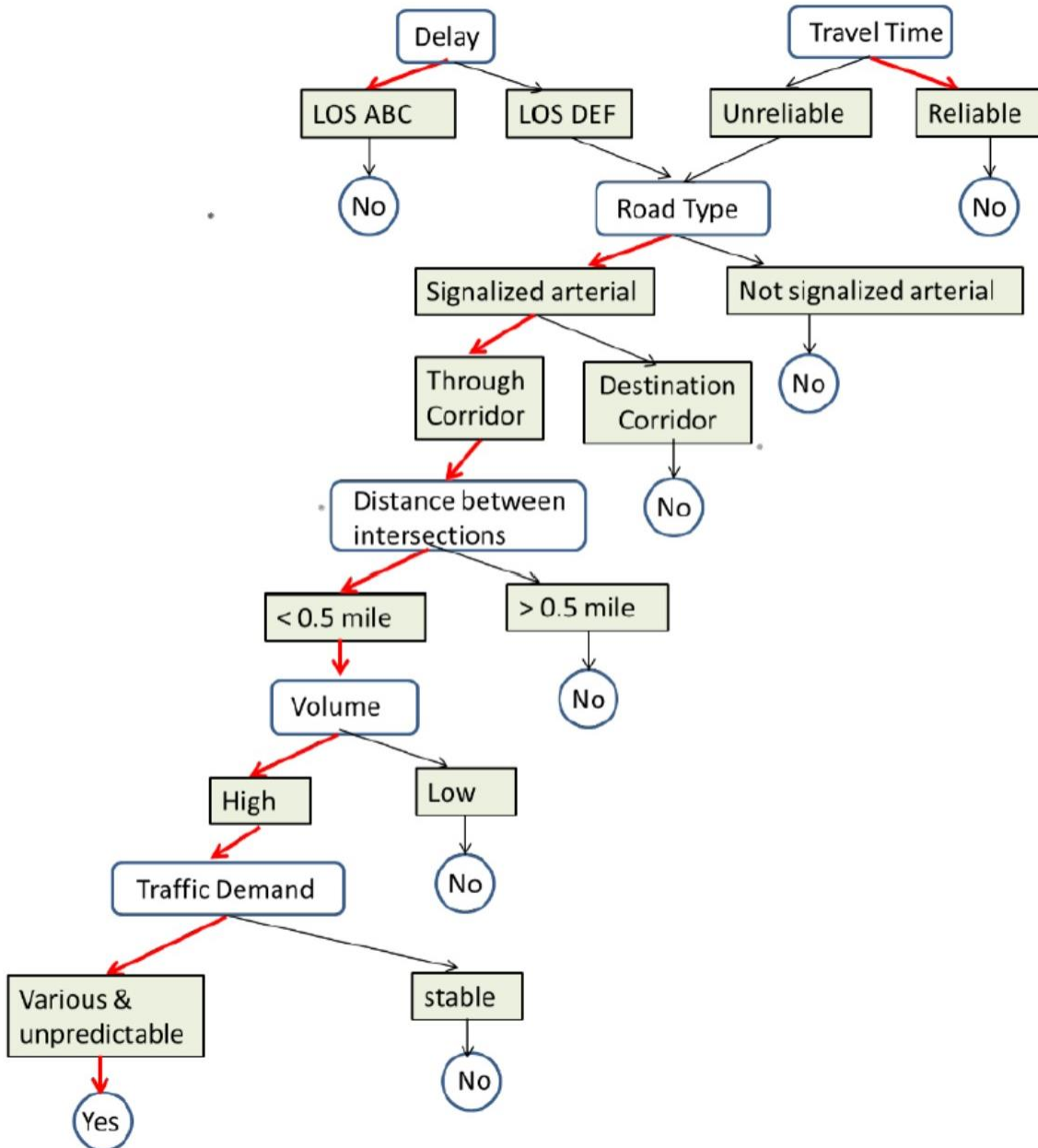
Corridor Information (to the extent possible, please submit the following information for each signal for the project corridor)

*Attachment 3, Corridor Information Spreadsheet* may be used to submit this information as attachment.

1. Project intersection name (major & minor street)
2. Traffic signal owner and operator
3. Existing communications (e.g., interconnect, fiber, wireless, none, etc.)
4. Controller information (i.e., type, firmware, and date of last firmware upgrade)
5. Type of detection (i.e., technology type, at stop bar and/or advance, lane-by lane, speed)
6. Any existing advanced technologies at intersection
7. Type of existing timing plans
8. Intersection lane configurations
9. Distances between adjacent signals along project corridor
10. Corridor transit service information (e.g., operator, route numbers, and headways)
11. On one of the CMA's Route of Regional Significance? (Y/N)
12. Operates on a reliever route (list the freeway)
13. Traffic volume, i.e., ADT, weekday peak hour turning movement counts
14. Contains bicycle facilities (e.g., lane, sharrow, protected lane, none)
15. Other volumes (e.g., bicycle or pedestrian), if applicable

## Attachment 4 Decision Tree for Adaptive Signal

Note to applicants for an adaptive signal system project: This decision tree is to be used to determine whether or not a corridor is a good candidate for an adaptive signal system. If it is, applicant will be required to provide information/data to support the questions asked in the decision tree.



## **Attachment 5 Funding Agreement Template**

FISCAL YEAR 2020-2021 TFCA FUNDING AGREEMENT  
BETWEEN  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND  
<Project Sponsor>

This 2020-2021 TFCA Funding Agreement (Agreement), effective as of \_\_\_\_\_, 2020 (Effective Date), is made and entered into between the City/County Association of Governments or C/CAG, a joint powers agency hereinafter referred to as "Program Manager," and <Project Sponsor>, hereinafter referred to as "Project Sponsor".

### SECTION I

#### RECITALS:

- 1) The Bay Area Air Quality Management District, hereinafter referred to as "Air District," is authorized under California Health and Safety (Health & Safety) Code Sections 44223 and 44225 to levy a fee on motor vehicles registered within its jurisdiction (Motor Vehicle Fees), a portion of which the Air District receives and dedicates to its Transportation Fund for Clear Air (TFCA) program.
- 2) TFCA program monies may be allocated for projects to reduce air pollution from motor vehicles and to implement transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233, 40717, and 40919.
- 3) In accordance with Health and Safety Code Section 44241(d), the Air District allocates not less than forty (40) percent of the TFCA monies received to implement the TFCA County Program Manager program.
- 4) The Air District has been notified, in a communication dated July 29, 1992, that the Program Manager is the duly authorized recipient of the proportionate share of Program monies for San Mateo County, and has been so designated by resolutions adopted by the San Mateo County Board of Supervisors and by the city councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The terms and conditions for the expenditure of the County's Program monies by the County Program Manager are set forth in the resolution(s).
- 5) The role of the Program Manager is to administer the TFCA County Program Manager funds. This includes the preparation of an expenditure plan for approval by the C/CAG Board of Directors and the Air District Board of Directors, project sponsor oversight, preparation and submittal of the Funding Status and Final reports, and TFCA County

Program Manager fund audit support.

- 6) On <date of Board approval>, 2020, the C/CAG Board of Directors approved projects for TFCA funding, including the TFCA grant amount of <project cost> to fund Project Sponsor's <project title> for Fiscal Year 2020-2021 as set forth in Attachment A and incorporated herein (hereinafter referred to as "Project").
- 7) The Program Manager and Project Sponsor, pursuant to Health and Safety Code Section 44241, hereby enter into this Agreement to implement the Project to improve air quality in the San Francisco Bay Area Air Basin.

## SECTION II

### PROJECT SPONSOR AGREES:

- 1) To apply all funds received under this Agreement to the Project, consistent with the mutually agreed to terms and conditions contained in this Agreement.
- 2) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all funds received under this Agreement and to withdraw funds from this separate account.
- 3) To maintain, or cause to be maintained adequate records to document and demonstrate to the Program Manager, Air District staff and auditors the receipt and expenditures of TFCA funds.
- 4) To allow the Program Manager and the Air District to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project as described in Attachment A and for five (5) years following completion of the Project, Project Sponsor will make available to the Program Manager, Air District staff, or to an independent auditor selected by the Air District all records relating to Project performance and expenses incurred in implementing the Project.
- 5) To maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the Project, which are paid with funds received under this Agreement, or to establish an alternative method to document staff costs charged to the Project.
- 6) All TFCA funds allocated to Project Sponsor will be distributed on a cost reimbursement basis, with a contract retention of fifteen percent (15%) pending submission of the final Project report, on the basis of documented legitimate expenditures for the intended purpose of the Project. Legitimate documented expenditures shall be defined as those described in Attachment B and incorporated herein. Costs will be reimbursed only up to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District. The Program Manager will withhold payments in the event the Project Sponsor

fails to comply with the requirements of this Agreement.

- 7) To keep necessary records of the performance of the Project in order to expedite evaluation of emissions reductions achieved from implementation of the Project.
- 8) To submit reports to the Program Manager as follows:
  - a) Interim Project Report: The Project Sponsor shall submit an annual interim project report to the Program Manager within four (4) months of the end of each fiscal year which itemizes (a) the expenditure of the funds, (b) progress to date in the implementation of the Project, and (c) the results of the monitoring of the performance of the Project. The Program Manager shall submit the annual reports on Air District-approved report forms annually until the Project is completed.
  - b) Final Report: The Project Sponsor shall submit a final report to the Program Manager within four (4) months of the Project completion which itemizes (a) the expenditure of the funds, (b) the final results of the monitoring of the performance of the Project, and (c) the Final Cost-Effective (C-E) Worksheet. The Program Manager shall submit the final report on Air District-approved report forms. The Program Manager will retain fifteen percent (15%) of total TFCA funds until the final report is submitted.
- 9) To use both the Air District's and C/CAG's approved logos for the TFCA Project implemented directly by the Project Sponsor under this Agreement, as specified below:
  - a) the logos will be used on signs posted at the site of any construction;
  - b) the logos will be displayed on any vehicles operated with or obtained as part of the Project;
  - c) the logos will be used on any public information material relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials; and
  - d) Project Sponsor will demonstrate to the Program Manager through photographs of vehicles and copies of press releases that Air District and C/CAG logos are used and displayed as required.
- 10) To acknowledge the Air District as a funding source in any related articles, news releases or other publicity materials for the Project which are implemented directly by the Project Sponsor.
- 11) Prior to commencement of any work, Project Sponsor shall deliver to Program Manager all insurance documentation, annual certificates and/or other evidence of the insurance

coverage required below, verifying coverages. Project Sponsor 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. Project Sponsor 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 Project Sponsor'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 Project Sponsor authorizes to work under this Agreement (hereinafter referred to as "Agents.") Project Sponsor 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.

Project Sponsor 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, Project Sponsor 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 Project Sponsor's indemnity obligation as to itself or any of its Agents in the absence of coverage.

- a) Liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Project Sponsor and to the operation of the vehicles, vessels, engines, or equipment operated by the Project Sponsor.
  - b) Property insurance in an amount of not less than the insurable value of Project Sponsor's vehicles, vessels, engines or equipment funded under the Agreement and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
- 12) All funds received under this Agreement shall be expended only in accordance with all applicable provisions of the law for the Project that is implemented directly by the Project Sponsor.
  - 13) To return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
  - 14) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), to place in the



public domain any software, written document, or other product developed with funds received through this Agreement.

- 15) If TFCA funds are used for the purchase of any vehicle(s), Project Sponsor must either obtain approval from the Program Manager for alternative use of the vehicle(s) or return to the Program Manager any funds realized from the sale of any vehicle(s) purchased with TFCA funds if such reuse or sale occurs within the industry standards for the useful life from the date of purchase of the vehicle(s). The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicle(s).
- 16) Project Sponsor will complete the Project by <two years from effective date>.
- 17) Project Sponsor must sign this Agreement within sixty (60) days after the Program Manager has transmitted it to them in order to remain eligible for the granted TFCA funds. Program Manager may grant a one-time extension of thirty (30) days to the Project Sponsor for just cause.
- 18) Unless authorized by the Program Manager, if no status reports and/or reimbursement requests are received from the Project Sponsor within one (1) year from the date of execution of the Agreement the Project will be considered for cancellation and the funds reprogrammed.

### SECTION III

#### PROGRAM MANAGER AGREES:

- 1) To distribute TFCA funds allocated to the Project Sponsor only on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the Project. Costs will be reimbursed only up to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District. The Program Manager will retain fifteen percent (15%) of total TFCA grant amount until the final Project report is submitted. The Program Manager will withhold payments in the event the Project Sponsor fails to comply with the requirements of this Agreement.
- 2) To reimburse costs incurred by Project Sponsor from the execution of this Agreement through June 30, 2021.
- 3) To provide timely notice prior to conducting an audit.
- 4) To provide the Project Sponsor, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.
- 5) To provide the Project Sponsor with all Project Sponsor reporting forms required for the

Project Sponsor to submit pursuant to this Agreement, including the Interim Project Report and Final Report required pursuant to Section II.8 above.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect for three (3) years after the completion of the Project, unless it is terminated as provided below.
- 2) Termination: Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination. This Agreement will also terminate at the end of the fiscal year during which the City/County Association of Government loses designation as Program Manager for San Mateo County.

In addition to the foregoing, Program Manager may terminate this Agreement for cause. In order

to terminate for cause, Program Manager must first give Project Sponsor notice of the alleged breach. Project Sponsor 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 Project Sponsor fails to cure the breach within this period, Program Manager may immediately terminate this Agreement without further action.

- 3) Hold Harmless/Indemnity: Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of the equipment that is subject to this Agreement. Project Sponsor shall also indemnify and hold harmless the Program Manager, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of the equipment that is subject to 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 the Project Sponsor and 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 the Project Sponsor'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 the Program Manager and/or its officers, agents, employees, or servants. However, the Project Sponsor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which the Program Manager has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct.

The duty of the Project Sponsor 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. In the event that, for any reason other than Program Manager's sole misconduct, the Air District seeks return of funds already distributed to the Project Sponsor pursuant to this Agreement, the Project Sponsor shall indemnify and reimburse the Program Manager in the amount the Program Manager is required to return to the Air District under the funding Agreement between the Program Manager and the Air District.

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

- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, by certified mail (return receipt requested) or by email, to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

<Project Sponsor Contact Name>

<Jurisdiction/Company Name>

<Address>

<Phone Number>

<Email>

Kim Wever

City/County Association of Governments

555 County Center, 5th Floor

Redwood City, CA 94063

650-599-1451

kwever@smcgov.org

- 5) Additional Acts and Documents: Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
- 6) Integration: This Agreement represents the entire agreement of the parties with respect to the funds initially allocated to be spent in FY 2020-2021 described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7) Amendment: This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of the Agreement shall be void and of no effect. Any change in the project scope shall constitute an amendment under this Agreement.
- 8) Independent Contractor: Project Sponsor renders its services under this Agreement as an independent contractor. None of the Project Sponsor's agents or employees shall be agents or employees of the Program Manager. This paragraph does not apply to elected

officials serving concurrently on the governing boards of the Project Sponsor, Program Manager or the Air District.

- 9) **Assignment:** This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without express written consent of the other party.
- 10) **Severability:** Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, reasonably be interpreted to reflect the intentions of the parties.
- 11) **Force Majeure:** Neither the Project Sponsor nor the Program Manager shall be liable or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Project Sponsor or Program Manager.
- 12) **Governing Law:** This Agreement shall be construed and interpreted, and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Project Sponsor and Program Manager have entered into this Fiscal Year 2020-2021 TFCA Funding Agreement as of the Effective Date set forth above.

**FOR PROJECT SPONSOR:**

**FOR PROGRAM MANAGER:**

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

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

*Marie Chuang, Chair  
City/County Association of  
Governments*

Approved as to form:

Approved as to form:

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

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

*C/CAG Legal Counsel*

# ATTACHMENT A

## COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM PROJECT INFORMATION

A. Project Number: \_\_\_\_\_

B. Project Title: \_\_\_\_\_

C. TFCA Program Manager Funds Allocated: \_\_\_\_\_

D. TFCA Regional Funds Awarded (if applicable): \_\_\_\_\_

E. Total TFCA Funds Allocated (sum of C and D): \_\_\_\_\_

F. Total Project Cost: \_\_\_\_\_

*Indicate the TFCA dollars allocated (C, D and E) and total project cost (F). Data from Line E (Total TFCA Funds) should be used to calculate C-E.*

G. Project Description:

Project Sponsor will use TFCA funds to complete specific activities as described below:

H. Final Report Content: Final Report form and final Cost Effectiveness Worksheet  
*Form 1 – Ridesharing, Shuttles, Transit Information, Rail/Bus Integration, Smart Growth, and Traffic Calming Projects. (Includes Transit Bus Signal Priority.)*

# **ATTACHMENT B**

## **GUIDELINES FOR ELIGIBLE TFCA REIMBURSABLE COSTS**

The Transportation Fund for Clean Air (TFCA) enabling legislation allows the vehicle registration fees collected for the program to be used for project implementation costs, as well as administrative project costs. This attachment provides guidance on differentiating and reporting these costs. The Air District will use the definitions and interpretations discussed below in the financial accounting of the TFCA program. The Air District conducts audits on TFCA-funded projects to ensure that the funds have been spent in accordance with the program guidelines and policies.

### **Project Implementation Costs**

Project implementation costs are charges associated with implementing a TFCA-funded project including:

- Documented hourly labor charges (salaries, wages, and benefits) directly and solely related to implementation of the TFCA project,
- Capital costs,
- Capital equipment installation costs,
- Equipment maintenance costs,
- Shuttle driver labor costs,
- Labor costs related to capital purchases,
- Operator or personnel training directly related to project implementation,
- Contractor labor charges related to the TFCA project, and
- Travel and training costs only if these costs are directly related to the implementation of the TFCA-funded project (e.g., the cost of training mechanics to service TFCA-funded natural gas clean air vehicles).

The Project Sponsor may seek reimbursement for these costs by providing proper documentation with project invoices. Such documentation must show how the project implementation costs were calculated, for example, by listing the date when the hours were worked, employee job title, employee hourly pay rates, tasks, and total charges. Documentation of hourly charges may be provided with time sheets or any other generally accepted accounting method to allocate and document staff time.