

**FUNDING AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
[Insert Jurisdiction]
FOR
ALLOCATION OF MEASURE M FUNDS**

THIS AGREEMENT, entered into this _____ day of _____, 2021, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, 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 the [Insert Jurisdiction], a local jurisdiction, hereinafter called “Local Jurisdiction”

WITNESSETH

WHEREAS, California Government Code Section 65089.20 authorized C/CAG to impose an additional vehicle registration fee of up to ten dollars (\$10) (the “\$10 VRF”) on each motor vehicle registered within San Mateo County (“County”), to be used for transportation-related congestion and pollution mitigation programs and projects; and

WHEREAS, on November 2, 2010, the County voters approved Measure M, which imposes an additional \$10 VRF on each motor vehicle registered within the County, effective May 2011 and continuing for a period of 25 years; and

WHEREAS, the 5-Year Measure M Implementation Plan (Fiscal Year (“FY”) 2016/17 – 2020/21) approved by the C/CAG Board of Directors in July 2021, stipulates that fifty percent (50%) of the net revenue collected, approximately \$3,400,000 annually, is allocated to the Local Streets and Roads program; and

WHEREAS, the Local Streets and Roads allocation to be on a cost reimbursement basis utilizing a distribution formula consisting of fifty percent (50%) population and fifty percent (50%) road miles for each Local Jurisdiction. A minimum amount of \$75,000 is guaranteed for each Local Jurisdiction; and

WHEREAS, the Local Jurisdiction is designated as the agency that will receive the biannual funding allocation, on a reimbursement basis, for implementation of the congestion management and stormwater pollution prevention programs listed in Exhibit A, *Section 3.3 of Measure M Implementation Plan (FY2021/22 – 2025/26)*; and

WHEREAS, C/CAG and the Local Jurisdiction desire to enter into a formal funding agreement for the allocation of Measure M funds for the Local Streets and Roads program.

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

1. ESTIMATED FUNDING ALLOCATIONS

This Agreement authorizes C/CAG to reimburse Measure M funds allocated for the Local Streets and Roads program to the Local Jurisdictions. The amount allocated for each jurisdiction is calculated based on a formula consisting of 50% population share and 50% road miles modified. Each jurisdiction is guaranteed a minimum amount of \$75,000 per year. Bi-annually, C/CAG will send the local jurisdiction the actual amounts available, including any unused roll over from previous years. The estimated annual funding allocations are summarized in the below Table A: Estimated Annual Distribution Amounts.

TABLE A: ESTIMATED ANNUAL DISTRIBUTION AMOUNTS

Jurisdiction	% of Total Allocation	Estimated - Based on FYE20 Revenue
Atherton	2.20%	\$ 75,000.00
Belmont	3.32%	\$ 113,000.00
Brisbane	2.20%	\$ 75,000.00
Burlingame	3.73%	\$ 127,000.00
Colma	2.20%	\$ 75,000.00
Daly City	9.54%	\$ 325,000.00
East Palo Alto	2.88%	\$ 98,000.00
Foster City	3.23%	\$ 110,000.00
Half Moon Bay	2.20%	\$ 75,000.00
Hillsborough	2.82%	\$ 96,000.00
Menlo Park	4.29%	\$ 146,000.00
Millbrae	2.85%	\$ 97,000.00
Pacifica	4.67%	\$ 159,000.00
Portola Valley	2.20%	\$ 75,000.00
Redwood City	9.33%	\$ 318,000.00
San Bruno	4.78%	\$ 163,000.00
San Carlos	4.08%	\$ 139,000.00
San Mateo	11.24%	\$ 383,000.00
South San Francisco	7.69%	\$ 262,000.00
Woodside	2.20%	\$ 75,000.00
San Mateo County	12.36%	\$ 421,000.00
Total	100.00%	\$ 3,407,000.00

2. TIME OF PERFORMANCE

This Agreement is effective upon execution of agreement through December 30, 2026, unless further extended by an amendment to this Agreement, or sooner terminated by mutual consent of the Parties. Reimbursable expenses have to incur between July 1, 2021, and June 30, 2026. The funding agreement performance dates are to accommodate the

reimbursement process. Either Party may terminate the Agreement with written notice in the event that the other Party breaches a material term or condition of this Agreement or is in violation of federal, state, or local law or regulation, and such breach or violation has not been corrected after thirty (30) days of advance written notice from the non-breaching Party. In the event that the Agreement is terminated early, C/CAG will disburse funds for authorized and eligible work performed up to the date of termination.

3. FUNDING AND METHOD OF PAYMENT

- a) Measure M allocations are issued twice per year and funds are disbursed on a cost reimbursement basis.
- b) Allocation will be issued twice a year, once for 1st half of the fiscal year (July – December) and once for the 2nd half (January – June). Local Jurisdiction have the option to wait until the 2nd half funds become available to submit one reimbursement request for the entire fiscal year. Allocation will include any unused rollover from previous years.
- c) C/CAG agrees that the Local Jurisdiction will receive their biannual funding allocation of the net Measure M revenue collected for the Program between July 1, 2021, and June 30, 2026. C/CAG agrees to pay the Local Jurisdiction its allocated share on a reimbursement basis.
- d) The amount allocated for each jurisdiction is calculated based on a formula consisting of 50% population share and 50% road miles. A minimum amount of \$75,000 is guaranteed per year for each jurisdiction.
- e) The Local Jurisdiction will seek reimbursement only for the approved congestion management and stormwater pollution prevention programs listed in the Exhibit A, *Section 3.3 of Measure M Implementation Plan (FY2021/22 – 2025/26)*.
- f) The Local Jurisdiction has flexibility on the use of funds between the Traffic Congestion Management and Stormwater Pollution Prevention. There are no requirements to split the funds equally between the categories.
- g) The Local Jurisdiction shall submit reimbursement request at a maximum twice a year, accompanied by invoices issued by the Local Jurisdiction's contractor or Local Jurisdiction's progress payments, as proof that program services were rendered and paid for by the Local Jurisdiction. Reimbursement requests can be delivered, mailed or emailed to C/CAG as follows:

City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Wever
kwever@smcgov.org

- h) Contingent upon Local Jurisdiction's satisfactory completion of work products or milestones, as applicable, Local jurisdiction shall submit invoices to C/CAG for that portion of the funds available to Local Jurisdiction that have been expended. In addition, all supporting documentation (e.g. photos of completed capital projects) must accompany expenditures included on Local Jurisdiction's invoices. Upon receipt of an invoice and its accompanying documentation, C/CAG shall pay the amount claimed under each invoice, up to the maximum amount allocated biannually, within thirty (30) days of receipt of the invoice.

4. REPORTING REQUIREMENTS

- a) The Local Jurisdiction shall submit annual reports identifying total funds spent or reserved, action taken, and outputs achieved as defined by the performance measures listed in Exhibit A, *Section 3.3 of Measure M Implementation Plan (FY2021/22 – 2025/26)*. C/CAG will provide the annual reporting form to the Local Jurisdiction, and the Local Jurisdiction will have no more than ninety (90) days to submit the completed annual reports.
- b) Such summary shall provide: (i) a brief description of the various projects and/or programs, including, where appropriate and applicable, project and/or program locations; (ii) a list of other sources of funding leveraged/matched with Measure M Funds; and (iii) any photos of capital projects.
- c) This reporting shall be provided once a year regardless whether the Local Jurisdiction submit request reimbursement. Failure to comply with reporting requirements may result in reimbursements being withheld.

5. AUDIT

- a) The Local Jurisdiction agrees to maintain, or cause to be maintained, adequate records to document and demonstrate to C/CAG and its auditors the receipt and expenditures of funds relating to the Program.
- b) The Local Jurisdiction agrees to allow C/CAG to audit all expenditures relating to the Program funded through this Agreement.
- c) For the duration of the FY2021/22 – 2025/26 Measure M Implementation Plan and for five (5) years following completion of the FY2021/22 – 2025/26 Measure M Implementation Plan, the Local Jurisdiction will make available to C/CAG, or to an independent auditor selected by C/CAG all records relating to Program performance and expenses incurred in implementing the Program.

6. AMENDMENTS

This Agreement or any Supplement hereto may be amended by mutual agreement of C/CAG and Local Jurisdiction at any time during the term of the Agreement. Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the Local Jurisdiction. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

7. TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days' written notice. In this event, Local Jurisdiction shall submit a requisition to C/CAG for an amount representing the actual costs of services performed up to the effective date of termination for which Local Jurisdiction has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement, as it may be adjusted by a written amendment signed by both parties, be exceeded. Upon payment of the amount found due, C/CAG shall be under no further obligation to Local Jurisdiction, monetarily or otherwise.

8. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered, emailed, or mailed to such party at their respective addresses as follows:

To C/CAG: City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Wever
kwever@smcgov.org

To The Local Jurisdiction:
Local Jurisdiction
Street
City, CA Zip
Attention: City/Town/County Manager
Email

9. INDEMNITY AND HOLD HARMLESS

- a) The Local Jurisdiction shall indemnify, keep and save harmless C/CAG and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the Scope of Work or the Project, including, but not limited to, those arising out of any injury to persons or property that may

occur, or that may be alleged to have occurred, arising from the Local Jurisdiction's performance of the Project or implementation of this Agreement.

- b) The Local Jurisdiction further agrees to defend the any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against C/CAG or any of the individuals enumerated above in any such action, the Local Jurisdiction shall, at its expense, satisfy and discharge the same.
- c) C/CAG shall indemnify, keep and save harmless the Local Jurisdiction and its directors, officers, agents and employees against any and all suits, claims or actions related to C/CAG's performance of its duties under this Agreement, including, but not limited to, those arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, arising from C/CAG's performance of its duties under this Agreement.
- d) C/CAG further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the Local Jurisdiction or any of the individuals enumerated above in any such action, C/CAG shall, at its expense, satisfy and discharge the same.
- e) The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.
- f) This indemnification provision will survive termination or expiration of this Agreement.

10. INSURANCE

Local Jurisdiction shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) 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, and in effect at all times for the duration of the Agreement. All policies will be issued by insurers acceptable to C/CAG, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified. Notwithstanding anything to the contrary, Local Jurisdiction may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

11. LAWS AND REGULATIONS

- a) C/CAG and the Local Jurisdiction shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government.
- b) Local Jurisdiction will satisfy all applicable environmental reporting, review, and

approval procedures as provided under the National Environmental Policy Act, the California Environmental Quality Act, or other applicable laws when implementing any project that utilizes Measure M Funds.

12. SUBCONTRACTS

- a) For purposes of this Agreement, “subconsultant” shall mean any consultant or contractor under contract with the Local Jurisdiction to perform Project work. Any subconsultants must be engaged under written contract with Local Jurisdiction with provisions allowing Local Jurisdiction to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of Local Jurisdiction.
- b) Nothing contained in this Agreement or otherwise, shall create any contractual relation between C/CAG and any subconsultants, and no subcontract shall relieve Local Jurisdiction of his/her responsibilities and obligations hereunder. Local Jurisdiction agrees to be as fully responsible to C/CAG for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Local Jurisdiction. Local Jurisdiction's obligation to pay its subconsultants is an independent obligation from C/CAG's obligation to make payments to Local Jurisdiction.

13. PROHIBITED INTERESTS

No member, officer, employee or agent of C/CAG, during his/her tenure shall have any prohibited interest as defined by California Government Code Sections 1090, et seq., direct or indirect, in the Agreement or the proceeds thereof. Prohibited interests include interests of immediate family members, domestic partners, and their employers or prospective employers. Accordingly, Local Jurisdiction further covenants that it has made a complete disclosure to C/CAG of all facts of which Local Jurisdiction is aware upon due inquiry bearing upon any possible interest, direct or indirect, that it believes any member, officer, agent or employee of C/CAG (or an immediate family member, domestic partner or employer or prospective employer of such member, officer, agent or employee) presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by C/CAG.

14. ORGANIZATIONAL CONFLICTS OF INTEREST

- a) Local Jurisdiction shall take all reasonable measures to preclude the existence or development of an organizational conflict of interest in connection with work performed by subconsultants or subcontractors under this Agreement. An organizational conflict of interest occurs when, due to other activities, relationships, or contracts, a firm or person is unable, or potentially unable, to render impartial assistance or advice to C/CAG or Local Jurisdiction; a firm or person's objectivity in performing the contract work is or might be impaired; or a firm or person has an unfair competitive advantage in proposing for award of a

contract as a result of information gained in performance of this or some other Agreement.

- b) Local Jurisdiction shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.
- c) If at any time during the term of this Agreement Local Jurisdiction becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, Local Jurisdiction shall immediately provide C/CAG with written notice of the facts and circumstances giving rise to this organizational conflict of interest. Local Jurisdiction's written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, Local Jurisdiction becomes aware of an organizational conflict of interest in connection with performance of any work hereunder by a subconsultant or subcontractor, Local Jurisdiction shall similarly notify C/CAG. In the event a conflict is presented, whether disclosed by Local Jurisdiction or its subconsultant or subcontractor, or discovered by C/CAG, C/CAG will consider the conflict presented and any alternatives proposed and meet with Local Jurisdiction to determine an appropriate course of action. C/CAG's determination as to the manner in which to address the conflict shall be final.
- d) Failure to comply with this section may subject Local Jurisdiction or its subconsultant or subcontractor to damages incurred by C/CAG in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

15. GOVERNING LAW, VENUE

This Agreement shall be enforced and interpreted under the laws of the State of California. Any action arising from or brought in connection with this Agreement shall be venue in a court of competent jurisdiction in the County of San Mateo, State of California.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto as of the day and year first written above.

[LOCAL JURISDICTION]

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS

City/Town/County Manager or
Public Works Director

Marie Chuang
C/CAG Chair

Approved as to form:

City/Town/County Attorney

Melissa Andrikopoulos
Legal Counsel for C/CAG

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EXHIBIT A

SECTION 3.3 OF MEASURE M IMPLEMENTATION PLAN (FY 2021/22 – 2025/26)

3.3 Local Streets and Roads

3.3.1 Local Streets and Roads Requirements

The Local Streets and Roads program will be allocated 50% of net revenue, which will be provided to local jurisdictions (20 cities and the county) for congestion mitigation and stormwater pollution mitigation programs.

Allocation will be on a cost reimbursement basis utilizing a distribution formula consisting of 50% population and 50% road miles for each jurisdiction modified for a minimum guaranteed amount of \$75,000 for each jurisdiction. (Exhibit A, Estimated Allocations) Jurisdictions have the flexibility on use of the funds between the categories and projects; therefore, there are no requirements to split the funds evenly between the categories. Table Error! No text of specified style in document.-1 Table Error! No text of specified style in document.-1. **Approved Local Streets and Roads Funding Uses** lists approved uses for Measure M funds, but this list is *non-exhaustive*. Jurisdictions may use funding on additional programming or projects with C/CAG approval.

Allocations will be issued twice a year, once for the 1st half of the fiscal year (July – December) and once for the 2nd half (January – June). Jurisdictions have the option to wait until the 2nd half funds become available and submit one reimbursement request for the entire fiscal year.

Jurisdictions are required to report annually to C/CAG identifying total funds spent or reserved, actions taken, and outputs achieved as defined by the performance measures listed in Table Error! No text of specified style in document.-2.

Measure M should not be used to supplant existing city general funds.

Table Error! No text of specified style in document.-1. **Approved Local Streets and Roads Funding Uses**

Congestion Management	Stormwater Pollution Prevention
Local shuttles/transportation Road improvement/repaving Installation/deployment of ITS components Roadway operations, such as: restriping signal timing/coordination signage Upgrade or replacement of traffic signals Active transportation projects, such as: sidewalk maintenance/repair bike lanes bike lane maintenance/repair crosswalks Pedestrian Hybrid Beacons (PHB) Rectangular Rapid Flashing Beacons (RRFB)	Street sweeping Storm inlet cleaning Street side runoff treatment Auto repair shop inspections Small capital projects Capital purchases for stormwater control measures (GSI/trash controls) Oil dropoff locations Fluid recycling programs Pervious surface median strip installation All other MRP compliance provisions/activities, such as: trash pickup operations and maintenance for green infrastructure facilities

	other stormwater control measures in the ROW
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3.3.2 Local Streets and Roads Objectives

All Local Streets and Roads objectives are *annual* unless otherwise noted.

Table Error! No text of specified style in document.-2. Local Streets and Roads Logic Framework

	Objectives	Performance Measures
Outcomes	Reduce traffic congestion Maintain roadways and roadway infrastructure, such as: green stormwater infrastructure bike/pedestrian infrastructure Reduce amount of pollutants from stormwater runoff	VMT reduced Miles of roadway maintained Pollutants avoided
Outputs	Transport shuttle passengers Improve miles/fractions of miles of road Install/implement ITS components Upgrade or replace traffic signal hardware or software units Develop active transportation infrastructure, such as: Sidewalks Bike lanes PHBs RRFBs Sweep road miles Clean storm inlets Manage road runoff Inspect auto repair shops Implement small capital projects (related to traffic management and stormwater management) Purchase pieces of equipment Implement oil dropoff locations	Number of shuttle passengers Miles of road improved Number of ITS components installed Number of traffic signal units installed/replaced Miles of sidewalks and bike lanes developed PHBs or RRFBs installed Miles of road swept Number of storm inlets cleaned Square-feet/acres of impervious areas managed for roadway runoff Number of auto repair shops inspected Number of capital projects completed Number of capital purchases Number of oil dropoff locations inspected Number of fluid recycling programs provided Volumes of stormwater managed

	<p>Implement fluid recycling programs</p> <p>Develop green stormwater infrastructure)</p> <p>Perform MRP permit provisions/compliance activities</p>	<p>Number of green infrastructure projects developed</p> <p>Other MRP permit actions undertaken</p>
Actions	<p>Traffic Congestion Management activities undertaken</p> <p>Stormwater Pollution Prevention activities undertaken</p> <p>Reimbursement requests and annual report provided per C/CAG specifications</p>	<p>Number of jurisdictions undertaking Traffic Congestion Management and Stormwater Pollution Prevention activities</p> <p>% of jurisdictions that complete annual report</p>
Inputs	<p>Spend, or confirm plan to save all of allocated Measure M budget</p>	<p>% of allocated budget spent or confirmed to be saved</p>

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