

**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF  
SANMATEO COUNTY AND  
FEHR & PEERS**

This Agreement is entered this 13th of April, 2023 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 Fehr & Peers, hereinafter called “Consultant.”

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

**WHEREAS**, C/CAG has determined that on-call consultant services are needed to assist C/CAG and its 21 member agencies with completing a Caltrans-funded Vehicle Miles Traveled/Greenhouse Gas (VMT/GHG) Model Mitigation Program]; and

**WHEREAS**, the purpose of the VMT/GHG Model Mitigation Program is to provide resources to project sponsors in San Mateo County with solutions for equitably mitigating VMT and GHG emissions resulting from projects]; 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 \$531,180.00; and

**WHEREAS**, by adoption of Resolution 23-27, the C/CAG Board of Directors approved the development of a VMT/GHG Model Mitigation Program and authorized the C/CAG Executive Director to execute agreements with Consultant to provide services for development of the VMT/GHG Model Mitigation Program through February 28, 2025, and further authorize the C/CAG Executive Director to negotiate final terms, subject to legal counsel review prior to execution by the C/CAG Executive Director, in a cumulative amount not to exceed \$531,180.

**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”) at the billing rates described in Exhibit B, *Project Budget and Schedule*. In addition, Consultant agrees to meet all third-party contract requirements of the existing Restricted Grant Agreement (RGA) between C/CAG and Caltrans funding this VMT/GHG Model Mitigation Program project, attached herein

as Exhibit C to this Agreement.

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.

Consultant shall provide its services consistent with the professional skill and case ordinarily provided by consultant practicing in the same or similar locality under the same or similar circumstance.

2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A and Exhibit B, C/CAG shall reimburse Consultant on a time and materials basis based on the cost proposal set forth in Exhibit A. The aggregate total amount of payment by C/CAG shall not exceed five-hundred thirty-one thousand one-hundred eighty dollars (\$530,180 for Services provided during the Contract Term set forth below.. Payments shall be made to Consultant monthly based on an invoice submitted by Consultant that has been reviewed and approved by the project manager and identifies expenditures and describes services performed. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. **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.

Notwithstanding the foregoing, Consultant shall retain all rights, titles, and interests, including but not limited to all ownership and intellectual property rights, in all inventions, improvements, discoveries, methodologies, models, formats, software, algorithms, processes, procedures, designs, specifications, findings, and other intellectual properties developed, gathered, compiled or produced by consultant prior to or independently of any of its services under this Agreement (“Background IP”), Including such Background IP that Consultant may employ in the performance of this Agreement, or may incorporate into any part of the services and contract materials. Consultant grants C/CAG and irrevocable, non-exclusive, transferable, royalty-free license in perpetuity to use, disclose, and derive from such Background IP, but only as an inseparable part of the Services and contract materials. Third-party content that may be used or incorporated in the Services and contract materials shall not become the property of C/CAG. Consultants shall secure all licenses necessary to any third-party content incorporated into this contract materials work, for C/CAG to utilize Consultant’s services and the contract materials for their intended purposes.

4. **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.

5. **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.
6. **Contract Term/Termination.** This Agreement shall be in effect as of April 13, 2023 and shall terminate on February 28, 2025; provided, however, the C/CAG Executive Director 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 Section, 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 actually completed to the work required by the Agreement.
7. **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. (collectively, "Claims") if such Claims arise out of Consultant's negligent performance of its services under this Agreement. 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 solely 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.

The duty 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.

- 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.

**8. Insurance.**

- a. *General Requirements.* Consultant or its subconsultants performing the services on behalf of Consultant shall not commence work under this Agreement until all insurance required under this section has been obtained. Consultant shall use diligence to obtain such insurance. Consultant shall furnish C/CAG with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement to the Comprehensive General Liability Insurance Policy extending Consultant's coverage to include the contractual liability assumed by Consultant pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.
- 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 C/CAG Staff	Approval by Amount if
under		\$ 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 the Comprehensive General Liability policy 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.

9. **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.
10. **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.
11. **Substitutions.** If particular persons or classifications are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person or classification of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.
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. **Merger Clause; Amendments.** This Agreement, including Exhibits A and B attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to 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. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A or B attached hereto, the terms, conditions or specifications set forth herein shall prevail.
16. **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.
17. **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 as follows:

City/County Association of Governments of San Mateo County  
555 County Center, 5th Floor  
Redwood City, CA 94063  
Attention: Sean  
Charpentier

Notices required to be given to Consultant shall be addressed as follows:  
Fehr & Peers  
345 California Street – Suite 450  
San Francisco, CA 94104  
Attn: Julia Morgan



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

**Fehr & Peers (Consultant)**

By \_\_\_\_\_  
Date \_\_\_\_\_

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

By \_\_\_\_\_  
Date \_\_\_\_\_  
C/CAG Executive Director

Legal Counsel

By \_\_\_\_\_  
C/CAG Counsel

DRAFT

## EXHIBIT A

### SCOPE OF WORK

#### **Detailed Scope of Work**

Based on our team's experience with similar programs and the potentially conflicting objectives outlined in the RFP, it will be critical for C/CAG to develop clear goals and measures of effectiveness for the program. In some cases, there will be trade-offs between varying goals that will need to be illuminated and explained. For example, it is generally the case that measures focused on VMT reduction will have decreasing effects on GHG over time because the vehicle fleet is going to be increasingly electrified (thus weakening the relationship between VMT and GHG). As another examples, some equity priority communities already generate low levels of VMT per household; mitigation strategies applied in those communities may result in limited VMT reductions but may create other co-benefits for these communities such as improved public health and safety. Therefore, we propose to use Task 1 to review the trade-offs and establish clearly defined goals and measures of effectiveness with C/CAG and the program stakeholders prior to proceeding with subsequent tasks. Given the need to provide flexibility for different allocation of resources depending on the program's ultimate goals and meet the broad outlines presented in the RFP, the Fehr & Peers team has presented general guidance for what will be achieved in Tasks 2 through 6. Task 1 will include the development of a detailed work plan that fulfills the goals and objectives within the envelope of budget and scope of work outlined in these tasks.

Task 0 in Chapter 11 Cost Proposal includes the administrative tasks related to Project Administration to ensure clear communication, successful project delivery, and meeting C/CAG and Caltrans requirements.

#### **Task 1: Project Initiation and VMT/GHG Model Mitigation Program Statutory and Administrative Framework**

##### **Kick Off Meeting**

C/CAG and Fehr & Peers will have a kickoff meeting. This kick-off meeting will be the first opportunity to define the program's goals and measures of effectiveness for discussion with stakeholders. Fehr & Peers understands that C/CAG's initial goals include a menu of mitigation options that C/CAG could adopt for large transportation projects and a framework that other Lead Agencies (within San Mateo County and throughout the region) could utilize at their discretion. Fehr & Peers will prepare a meeting agenda, take meeting minutes, and will submit the meeting minutes within one week of the kick-off meeting.

##### **Technical Advisory Task Force (TATF) Meeting #1**

Fehr & Peers will support C/CAG in forming a Technical Advisory Task Force (TATF) to advise on technical and policy decisions for the VMT/GHG Mitigation Program. The TATF is proposed to be comprised of representatives from:

- C/CAG
- SMCTA/SamTrans
- San Mateo County Office of Sustainability
- Peninsula Clean Energy

- Caltrans
- At least two cities within San Mateo County

The first TATF meeting will be intended to discuss and define the purpose, goals, and objectives of the study and discuss preliminary options for the Outreach Plan and Statutory and Administrative Context and Framework. Fehr & Peers will prepare the meeting agenda, facilitate the meeting discussion, and distribute meeting minutes after the meeting.

### **Outreach Plan**

The Fehr & Peers team, led by InterEthnica and supported by MPS and Ann Cheng Consulting, will prepare an outreach plan consistent with the tasks in this Scope of Work in coordination with C/CAG staff. The outreach plan will be inclusive of agency stakeholders, technical advisory committees, and key community-based organizations. Among others, this will include meetings with the TATF, the C/CAG Congestion Management Program Technical Advisory Committee (TAC), the C/CAG Resource Management and Climate Protection (RMCP), and Congestion Management and Environmental Quality Committee (CMEQ), the C/CAG Board of Directors, and up to 20 interviews with other public agencies and CBO representatives. The team expects to engage CBOs such as neighborhood organizations, affordable housing advocates, public health groups, sustainable and active transportation organizations, youth and senior representatives, and other groups with a strong network in San Mateo County.

### **Develop Statutory and Administrative Context and Framework**

The Fehr & Peers team will define and analyze the potential administrative options for the VMT/GHG Model Mitigation Program. These program options will consider the program's general statutory requirements and identify the potential models for the VMT/GHG Mitigation Program structure. This analysis will include:

- CEQA requirements and nexus
- California Mitigation Fee Act requirements
- General Plan and Congestion Management Plan requirements
- Comparison of the statutory requirements for C/CAG and other potential lead agencies

The Fehr & Peers team will describe different program structures and fee governance options, including programs where the fees would be collected and administered at a countywide or at a lead agency level. Fehr & Peers will lead this task, supported by Strategic Economics on topics relating to fee and financing feasibility and ICF on GHG reduction measures. The Fehr & Peers team will analyze the administrative needs for a mitigation program and consider the ongoing monitoring and reporting needed to track VMT and GHG reduction investments.

The Fehr & Peers team will also work with C/CAG and the TATF to determine how VMT mitigation and GHG mitigation should interface. While VMT and GHG impacts due to transportation are closely related, they are not fully equivalent. Analysis methods and project lists will differ depending on if the primary goal is to reduce VMT or GHG; as part of this task, the Fehr & Peers team will provide an overview of how these considerations may affect the final deliverables.

The results of this statutory and administrative context and framework analysis will be presented in a memorandum, which will include a recommendation for the best model for a C/CAG VMT/GHG Model Mitigation Program based on the goals and purpose defined by C/CAG and the TATF. Fehr & Peers will prepare a memorandum for C/CAG internal

review, one draft for stakeholder review during TATF Meeting #2, and a final detailed work plan after receiving consolidated comments.

Defining the desired framework early in the Project will be essential to having productive and targeted discussions with the relevant stakeholders. Based on the Fehr & Peers team experience on other programs, it is important to both define the framework early while acknowledging that it may need to be iterative and evolve over time as the outreach and analysis in Tasks 2 and 3 bring new information for consideration.

### **Detailed Work Plan for Subsequent Tasks**

Fehr & Peers will prepare a detailed work plan that clarifies the level of effort and approach to achieve the goals and MOEs outlined in Task 1 for Tasks 2 through 6. In coordination with C/CAG and Caltrans, this will include details about the number of outreach meetings, CBO workshops, or other advanced analysis not included in the base work plan listed below. This will include clarifying responsibilities for subconsultants going forward. Fehr & Peers has retained a contingency fund within the grant allocation to provide C/CAG flexibility to allocate existing resources in a manner consistent with the goals established in Task 1. Fehr & Peers will prepare a draft work plan for C/CAG's internal review, one draft for stakeholder review during TATF Meeting #2, and preparing a final detailed work plan after receiving consolidated comments.

### **TATF Meeting #2**

The TATF will meet to review Statutory and Administrative Context and Framework and the Detailed Work Plan. Fehr & Peers will prepare the meeting agenda, facilitate the meeting discussion, and distribute meeting minutes after the meeting.

### **Task 1 Deliverables**

For this and all other non-administrative tasks in this Scope of Work, the Fehr & Peers team will prepare drafts of major deliverables for review by C/CAG staff, and the results will be provided to Caltrans as attachments to quarterly reports.

- Kick Off Meeting Agenda & Summary
- Outreach Plan (two drafts and a final)
- TATF Meeting #1 Agenda & Summary
- Statutory and Administrative Context and Framework (two drafts and a final)
- Detailed Work Plan for Subsequent Tasks (two drafts and a final)
- TATF Meeting #2 Agenda & Summary

### **Task 2: Equity/Environmental Justice Recommendations**

The Fehr & Peers team, led by MPS and supported by InterEthnica and Ann Cheng Consulting, will develop draft recommendations on the incorporation of equity and environmental justice into the program. MPS is an ideal fit to lead this task given their ongoing work to develop an equity framework for San Mateo County and long history working with disadvantaged communities throughout the County. This task will include technical details such as the appropriate equity index program and what measures for disadvantaged communities would fit within the equity framework. This task will also include the identification of administrative and eligibility requirements and co-benefits that disadvantaged communities may prioritize in addition to VMT and GHG reductions, such as public health, safety, economic vitality, and addressing historic disparities in transportation investments.

As the equitable engagement specialist, InterEthnica will also review and consult on the environmental justice and equity framework to ensure that CBO and stakeholder input is accurately reflected in the recommendations and then shared back with those who provide input. InterEthnica will bring lessons learned from PG&E's statewide Resilient Together project (2021–present), in which they interviewed, recruited, and partnered with CBOs in San Mateo and throughout the state with a focus on those that serve historically disadvantaged communities. The Fehr & Peers team recognizes that there is a foundation for past and on-going infrastructure plans for disadvantaged communities within the county and that there may be additional needs relating to improving accessibility and addressing the range of co-benefits that may be incorporated within the program. The results and recommendations of the CBO engagement will be paired with this equity framework to help inform the VMT/GHG reduction program.

Finally, Ann Cheng Consulting will leverage their extensive experience at the intersection of VMT and affordable housing to advise on how the VMT/GHG mitigation model program can benefit affordable housing providers and what role the development of additional affordable housing could serve in the program.

Given the range of potential strategies that the Fehr & Peers team could implement to achieve these goals, the Outreach Plan and Work Plan in Task 1 will describe the details of who will be engaged in this process and the outcomes that will be achieved. However, for the purposes of budgeting this task, the Fehr & Peers team assumes that two drafts and a final Equity/Environmental Justice Recommendations memorandum and up to 20 interviews with CBO leaders throughout the County will be required.

### **Task 2 Deliverables**

- Up to 20 CBO interviews
- Equity/Environmental Justice Recommendations memorandum (two drafts and a final)

### **Task 3: Develop VMT/GHG Model Mitigation Program Alternatives**

#### **Develop VMT/GHG Mitigation Measures to be included in the Mitigation Program**

The Fehr & Peers team will compile a draft list of VMT/GHG mitigation measures (including programs, infrastructure projects, and policy changes) to be further analyzed as part of the Mitigation Program. The list will be developed by compiling and performing an initial assessment of mitigation concepts proposed by C/CAG, the TATF, external stakeholders, and CBOs. This will include a review of existing resources such as the 2021 CAPCOA Handbook to ensure a broad starting point of potential VMT and GHG mitigation measures; potential innovative measures will also be included based on feedback from stakeholders in Task 1 and Task 2.

Measures that are well-documented may include those focused on mode shift and the increased adoption of clean energy vehicles. Innovative measures may include programs designed to address equity concerns alongside greenhouse gas reductions, examinations of new technology, and integrating land use actions as VMT reducing measures. The options include, but are not limited to:

- Capital bicycle and pedestrian improvements.
- Expansion of countywide promotional efforts to encourage walking, biking, and transit use.
- Funding for capital transit improvements such as dedicated bus lanes, signal

priority, or improved shelters

- Expansion of last-mile and community shuttle programs, including funding of new vehicles
- Grants or subsidies to encourage use of electric bicycles.
- Electric bicycle charging facilities.
- Programs, grants or subsidies to expand use of individual electric vehicles, including rebates for electric vehicles and public charging stations.
- Fleet conversion to clean air vehicles, including municipal passenger and light truck fleet, transit shuttles, public transit, and capital charging/fueling infrastructure.
- Funding for workforce or affordable housing to reduce commute VMT
- Other land use options such as daycare or other services.

As noted above, several of these measures are supported by robust research into their effectiveness. Others, such as the use of land use programs or affordable housing projects for VMT mitigation, may require additional research, and sufficient data may not be available to meet the “substantial evidence” test required as a foundation for CEQA findings. The Consultant team has allocated up to 80 hours to providing documentation and discussion for such measures.

The Fehr & Peers team anticipates that multiple specific projects may fall into each of the categories listed above. The final list of mitigation measure alternatives will include specific projects intended to be assessed in Task 4, along with guidance on how other similar projects could be analyzed using the same methods.

### **TATF Meeting #3 and Public Meetings**

C/CAG and the Fehr & Peers team will present the Deliverables from Tasks 1, 2 & 3 first to the TATF for comment. Fehr & Peers will prepare the meeting agenda, facilitate the meeting discussion, and distribute meeting minutes after the meeting.

In addition to the TATF meeting, C/CAG and the Fehr & Peers team will conduct outreach by presenting deliverables from Tasks 1, 2, and 3 at up to four public meetings, such as to the CCAG CMEQ and TAC Committees, and the C/CAG Board of Directors as an informational item. Comments from the TATF will be incorporated in the version presented to the Draft for the C/CAG committees and Board of Directors. Fehr & Peers will prepare the meeting materials for these meetings and will submit those materials for C/CAG staff review in advance of this round of meetings.

### **Task 3 Deliverables**

- VMT/GHG Model Mitigation Alternatives Memorandum (two drafts and a final)
- TATF Meeting #3 Agenda and Summary
- Up to four Public Meetings Agenda and Summary

### **Task 4: Develop VMT/GHG Mitigation Nexus and Cost Analysis**

#### **VMT/GHG Mitigation In-Depth Nexus and Cost Analysis**

The consultant will calculate the VMT/GHG reduction associated with up to 15 of the projects in Task 3 using standard and defensible VMT/GHG calculation methodologies, such as those presented in the 2021 CAPCOA Handbook and in CalEEMod ([California's](#)

[Emissions Estimator Model](#)). Each measure will be assessed for both a VMT reduction as well as a GHG reduction.

The Fehr & Peers team will prepare cost estimates for the same 15 projects. Cost estimates will be for capital or procurement cost only, although ongoing costs may be presented on a qualitative basis (e.g. “low/medium/high”). As part of this cost assessment, each measure will be analyzed to determine if it is appropriate to apply a flat cost that may be indexed based on annual construction price increases, or if it is appropriate to require development of project-specific cost verification when a project seeks to implement a given measure (e.g., for vehicle procurement).

Following preparation of both the effectiveness and cost estimates, Fehr & Peers with support from Strategic Economics will prepare a nexus study between the program cost and VMT reduction, as well as a nexus study between the program cost and GHG reduction. Because each project will likely have differing effects on GHG emissions compared to VMT reductions, the two variables will be studied separately; however, the findings will be documented in a single study. As noted in Task 1, the Fehr & Peers team will work with C/CAG and the TATF to identify the relative priority of GHG and VMT reductions.

The nexus study will be documented in a report which will provide an analysis of the connection between the program and legitimate government purpose as required by CEQA and the Mitigation Fee Act (if that legislation is applicable to the selected mitigation program framework). This analysis will evaluate the nexus of the proposed VMT/GHG Model Mitigation Program structure in order to address CEQA’s required “essential nexus” clause. This includes ensuring that the report provides substantiating evidence of mitigation of projected VMT and GHG impacts as required by CEQA.

Consultant will collaborate with the County’s legal counsel to assess the study for CEQA implications and develop transparent and defensible documentation to be leveraged in the future by any regional project sponsor using this Project deliverable.

#### **TATF Meeting #4**

Fehr & Peers will present the VMT/GHG Mitigation Nexus and Cost Analysis to the TATF. Fehr & Peers will prepare the meeting agenda, facilitate the meeting discussion, and distribute meeting minutes after the meeting.

#### **Task 4 Deliverables**

- VMT/GHG Mitigation Nexus and Cost Analysis Report (two drafts and final report)
- TATF Meeting #4 Agenda and meeting Summary

### **Task 5: Administrative and Implementation Documents**

#### **Administrative/Implementation Documents**

Fehr & Peers will prepare the draft administrative and implementation documents for C/CAG to implement the VMT/GHG Mitigation Program as defined through Task 1. This includes the following:

- Model ordinance template that provides technical information for local jurisdictions to adopt VMT mitigation programs through local ordinances, including recommended equity priorities.
- Draft Process for including VMT/GHG Mitigation projects that require individual cost verifications.



- Draft documents/contracts for the offsite or multi-party mitigations that, once adopted, will be binding and include verification of implementation or investment.
- A summary of other areas of GHG and VMT reduction that, as a future planning effort, should be analyzed for potential inclusion in a formal VMT/GHG Mitigation program, including, GHG Banking and exchange, local government's Climate Action Plans, and wildland restoration/carbon sequestration efforts.
- Guidance on the process for project-by-project analysis for projects that require individual analysis.

#### **Task 5 Deliverables**

- Draft Administrative/Implementation Documents (two drafts and a final report)

#### **Task 6: Public Review Draft VMT/GHG Model Mitigation Program Documents and Adoption**

##### **Draft Public VMT/GHG Model Mitigation Program Report**

Fehr & Peers will incorporate the feedback from Tasks 1-5 into a Draft Public VMT/GHG Model Mitigation Program Report. Fehr & Peers will prepare a report for C/CAG internal review and one draft for stakeholder review during TATF Meeting #5.

##### **TATF Meeting #5 and Stakeholder Review**

C/CAG and Fehr & Peers will circulate the Public VMT/GHG Model Mitigation Program Report to the following meetings.

- TATF Meeting #5
- C/CAG TAC and CMEQ Committees
- Up to 4 other Public, Board, or Committee meetings

Fehr & Peers will coordinate with C/CAG to prepare the agendas and prepare meeting minutes after the meetings.

##### **C/CAG Adoption of VMT/GHG Model Mitigation Program**

C/CAG staff and Fehr & Peers will present to the C/CAG Board of Directors to discuss and adopt a VMT/GHG Mitigation Program. C/CAG staff and Fehr & Peers will present the Draft VMT/GHG Model Mitigation Program Report to the C/CAG Board for approval. Fehr & Peers will coordinate with C/CAG to prepare the agenda and a final report after the board meeting.

#### **Task 6 Deliverables**

- Draft GHG/VMT Model Mitigation Program Report
- TATF Meeting #5 Agenda and meeting summary
- Stakeholder Meetings and meeting Summaries
- Board Adoption
- Final GHG/VMT Model Mitigation Program Report
- Memo for Caltrans review describing how the grant agreement scope items “map” to the sections of the final deliverable

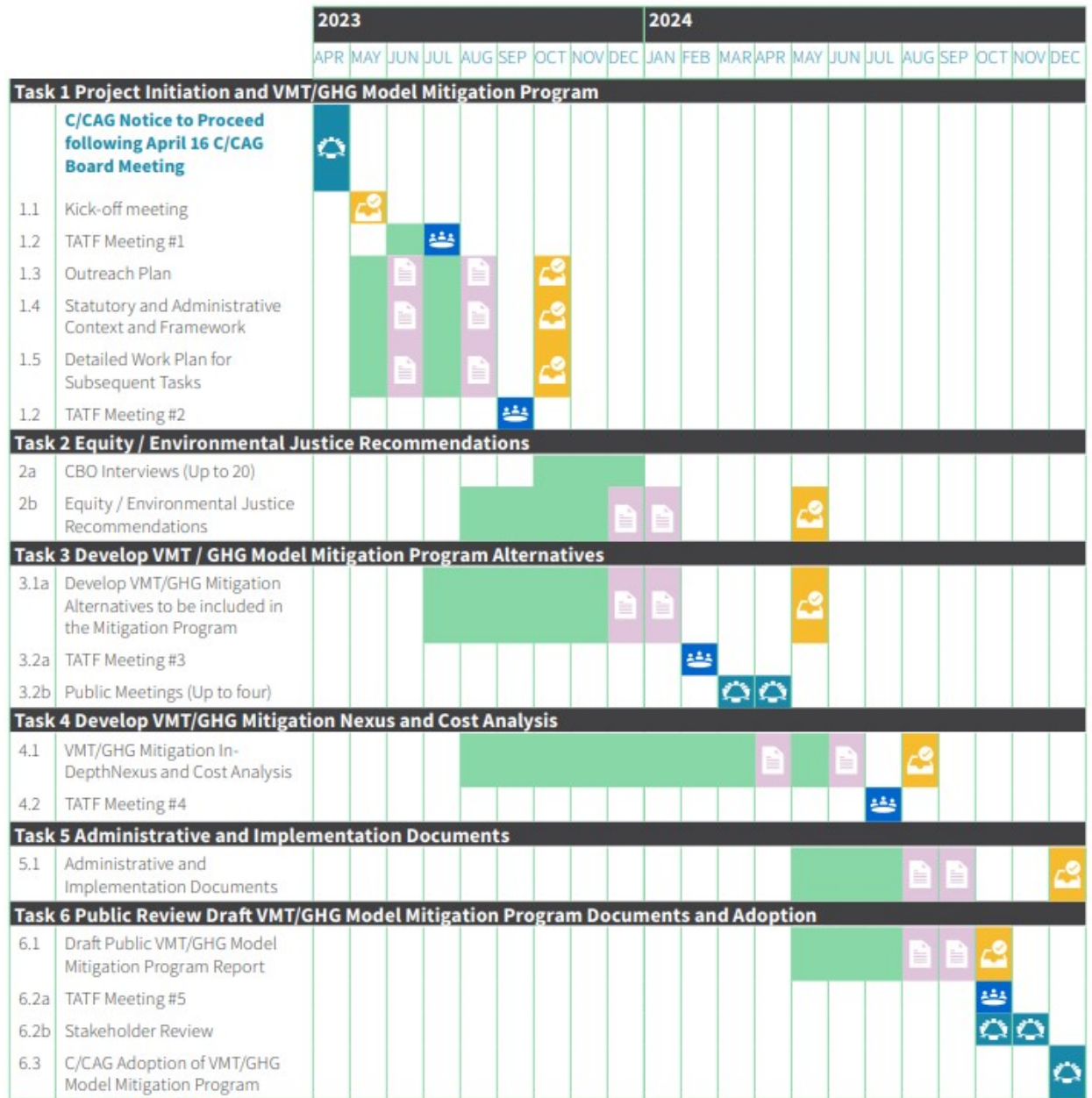
## EXHIBIT B

### CONSULTANT BILLING RATES, TASKS, AND TIMELINE

Hourly billing rates and staff for CONSULTANT and SUBCONSULTANT(S), by task, and timeline are included on the following pages.

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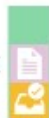


#### LEGEND

WORK PERIOD

DRAFT DELIVERABLE DUE

FINAL DELIVERABLE DUE



TATF MEETING

COMMITTEE, BOARD, OR PUBLIC HEARING



#### NOTE FOR REVIEW

Given the compressed timeline for completion of the grant, the schedule will be compressed and multiple work streams will need to run concurrently. Completion of the scope of work is dependent on timely authorization for the start of work.