



Limited Call for Projects Transportation Fund for Clean Air (TFCA) 40% Funds Fiscal Year 2024-2025

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. They are used to implement projects that reduce air pollution from motor vehicles. Health and Safety Code Section 44241(d) stipulates that 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, C/CAG has been designated as the administrating agency to receive the funds.

In the Fiscal Year 2024-2025 TFCA County Program Manager Expenditure Plan, the C/CAG Board of Directors approved one-million dollars (\$1,000,000) in funding for eligible TFCA projects. C/CAG invites local jurisdictions and public agencies in San Mateo County to submit proposals for this grant program.

Applications must be received **no later than 5:00 P.M. on Wednesday, August 14, 2024.** Late applications will not be considered. One (1) electronic version of the application shall be submitted to Kim Wever, C/CAG Program Manager/Administering Agency Liaison by the closing date and time for receipt of application. Electronic copy of the applications and any 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

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

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 the following project types:

1. **Clean air vehicles and electric and hydrogen recharging stations:** includes alternative fuel and plug-in hybrid-electric vehicles, scrapping old vehicles, and alternative fuel infrastructure.
2. **Ridesharing/First-Last Mile Connections:** includes shuttle, vanpool, carpool, transit, rail-bus, and smart growth projects.
3. **Bicycle Facilities:** includes installation of new bicycle paths/lanes/routes and secure bike parking, such as lockers and racks,
4. **Infrastructure Improvement for Trip Reduction:** includes traffic-calming and construction of facilities that expand access to mass transit, such as a new ferry terminal or bus-rapid-transit lane.

Refer to the following table for additional details and example projects within each category.

Project Category	Brief Description and Examples
1. Clean air vehicles and electric and hydrogen recharging stations	These projects are intended to accelerate the adoption of zero-emissions vehicles through the deployment of alternative fuel infrastructure, i.e., electric vehicle charging sites, hydrogen fueling stations. Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites. This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service. Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority. TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.
2. Ridesharing/First-Last Mile Connections	Ridesharing projects encompass carpooling, vanpooling, or other shared transportation services. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category. However, those subsidies exclusively provided to employees of the grantee are not eligible.

	<p>First-Last Mile Connections projects reduce single-occupancy vehicle trips by providing short-distance connections between mass transit and commercial hubs or employment centers. The following conditions must be met for a project to be eligible for TFCA funds:</p> <ol style="list-style-type: none"> 1) The service must provide direct connections between stations (e.g., rail stations, ferry stations, Bus Rapid Transit (BRT) stations, or airports) and a distinct commercial or employment location. 2) The service’s schedule, which is not limited to commute hours, must be coordinated to have a timely connection with corresponding mass transit service. 3) The service must be available for use by all members of the public.
<p>3. Bicycle Facilities</p>	<p>These projects expand public access to bicycle facilities. New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission’s (MTC) Regional Bicycle Plan and/or Regional Active Transportation Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion.</p>
<p>4. Infrastructure Improvement for Trip Reduction</p>	<p>These projects achieve motor vehicle emission reductions by expanding the public’s access to alternative transportation modes through the design and construction of physical improvements. The 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. The 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 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 that project has met this requirement. Examples of projects that are eligible under this policy include, but are not limited to, installation of new ferry terminal stations or berths, and construction for improving pedestrian access (e.g., sidewalks, overpasses).</p>

Projects must adhere to BAAQMD’s requirements listed in the [BAAQMD 40% Fund Expenditure Plan Guidance for Fiscal Year Ending 2025](#). Grant recipients shall agree to terms identified in *Attachment 3, 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

Any public agencies, cities, towns, County, and transit agencies in San Mateo County are eligible to apply. 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

Total Grant Funds Available	\$1,000,000
Minimum Grant Awards	\$250,000
Maximum Grant Awards	\$1,000,000
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 shall prepare the C/E Worksheet, Attachment 1 to ensure that the project does not exceed the maximum C/E limit.** 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 40% Fund Expenditure Plan Guidance for Fiscal Year Ending 2025](#). **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)	C/E Worksheet
1. Clean air vehicles and electric and hydrogen recharging stations	500,000	EV Infrastructure FYE 2025 (Attachment 1a)
2. Ridesharing - Existing	150,000	Trip Reduction FYE 2025 (Attachment 1b)
First-Last Mile Connections - Existing	250,000	Trip Reduction FYE 2025 (Attachment 1b)
Ridesharing/First-Last Mile Connections – Pilots or New	500,000	Trip Reduction FYE 2025 (Attachment 1b)
3. Bicycle Parking	250,000	Trip Reduction FYE 2025 (Attachment 1b)
Bikeways	500,000	Trip Reduction FYE 2025 (Attachment 1b)
4. Infrastructure Improvement for Trip Reduction	500,000	Trip Reduction FYE 2025 (Attachment 1b)

Step 2: Complete Project Application

After determining the project meets the Cost-Effectiveness in Step 1, the 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 50 points)**
 - Projects that do not meet C/E threshold will be rejected. Projects that demonstrate the highest level of cost-effectiveness between all submitted projects will be awarded the most points similar to the scale below:

Cost-Effectiveness	Score
Highest Cost-Effectiveness	50
Second	48
Third	46
Fourth +	44 - 26
Lowest Cost-Effectiveness	25

- **Project Readiness and Timely Use of Funds (up to 15 points)**
 - Project must have a realistic implementation schedule, commencing during 2025.
 - 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.

- **Safety (up to 10 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.

- **Community Support and Equity (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 demonstrates countywide impact or significance
 - Project benefits Communities of Concern or can demonstrate benefits to disadvantaged populations.
 - Project's Equity criteria eligibility:
 - [MTC Equity Priority Communities \(EPC\)](#)
 - [CalEnviroScreen](#) 4.0 census tract with a score above 25%. Hover over the census tract where your project lands and use the legend to the right to determine what the percentage score is.
 - Identified C/CAG [Equity Focus Area](#) (EFA) with a score of 8 or higher. Use the sliding scale on the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan webmap to show the range of Equity Focus Areas. If your project area is highlighted when the scale is at 8 or higher, you may check this box.
 - If the project is only partially within one of these areas, you may still check the relative box.
 - If the project is not located in an MTC EPC, in a CalEnviroScreen 4.0 census tract with a score above 25%, or in a C/CAG EFA, the project sponsor can describe how it serves a community of concern, a disadvantaged community, and/or a vulnerable population. For example, if the project promotes equity in other ways, such as connecting an equity focus area to a business center, high use activity center, etc., the sponsor

should include this information in the application.

- **Local Match (Local Cash or In-Kind Match) (up to 10 points)**

- Four points will be given to projects meeting the minimum 10% match requirements (cash and/or in kind). Additional points will be given to projects providing match over the 10% minimum as follows:

Points	% of Match
0	0%
4	10%
6	20%
8	30%
10	40%+

- For projects located mostly within an MTC EPC or C/CAG EFA with an equity score of 8-10, or in a CalEnviroscreen 4.0 census tract with a score above 25%, 10 points will be awarded when a 10% match is provided.

- **Innovative (up to 5 points)**

- Project sponsor presents evidence that the proposed project is transformative and innovative in nature.

- **Countywide Plans/Consistency (Yes or No, N/A)**

- Project is identified in an adopted plan, consistent with adopted countywide transportation plans, active transportation plans, and/or other countywide goals, as applicable.
- Bicycle and Pedestrian improvement 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 he 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
Wednesday, May 29, 2024	Release Call for Projects
Wednesday, June 12, 2024 at 1:00 P.M.	Zoom Workshop (more information below)
June and July 2024	Office Hours (more information below)
Wednesday, August 14, 2024 at 5:00 P.M.	Application Due Date
Late August/Early September	Application Evaluation and Project Selection Process
September 2024	Selected project(s) will be notified and recommended to the C/CAG Committees for consideration.
September and October 2024	Funding Agreement developed between C/CAG and Project Sponsor. Funding Agreement will be presented to Board for approval.

Zoom Workshop

On Wednesday, June 12, 2024 from 1:00 – 2:00 P.M., C/CAG will be hosting a Zoom Workshop to provide prospective applicants more information and to answer any questions. A Zoom link will be posted on <https://ccag.ca.gov/opportunities/call-for-projects-2/>. Attendance is optional.

Office Hours

C/CAG Program Manager/Administering Agency Liaison, Kim Wever will also be available in June and July to meet with applicants individually to advise on project eligibility and cost-effectiveness calculations, and any questions. To request a meeting, the applicant should email kwever@smcgov.org to reserve a timeslot and receive a Zoom link.

Tentative Office Hour Dates:

Monday, June 17th, 2024

Tuesday, June 18th, 2024

Week of July 8th, 2024

Week of July 22nd, 2024

Week of July 29th, 2024

Reporting Requirements and Funding Agreement Template

Grant recipients must adhere to BAAQMD's requirements listed in the [BAAQMD 40% Fund Expenditure Plan Guidance for Fiscal Year Ending 2025](#). Reporting requirements include annual interim reports, final report, and final cost-effectiveness worksheet. Grant recipients shall agree to terms identified in *Attachment 3*, Funding Agreement Template.

Attachments

- 1) Cost-Effectiveness (C/E) Worksheets
(Excel Spreadsheets available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)
 - a. EV Infrastructure FYE 2025 Worksheet
 - b. Trip Reduction FYE 2025 Worksheet
- 2) Grant Application
(Word Document version available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)
- 3) Cost Proposal Template
(Excel Spreadsheet available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>)
- 4) Funding Agreement Template

Attachment 1

COST-EFFECTIVENESS (C/E) WORKSHEETS

Excel Spreadsheets available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>

- a. EV Infrastructure FYE 2025 Worksheet
- b. Trip Reduction FYE 2025 Worksheet

Attachment 2

GRANT APPLICATION

- Word Document version available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>
- One (1) electronic version of the application shall be submitted to the County Program Manager, Kim Wever (kwever@smcgov.org) by the closing date and time for receipt of application.
- Applications must be received no later than 5:00 P.M. on Wednesday, August 14, 2024.
- **Each application shall be no more than 20 bound pages.**

GENERAL INFORMATION	
Project Sponsor	
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	
<p>Please check the box that corresponds to your project’s category:</p> <p><input type="checkbox"/> Clean air vehicles and electric and hydrogen recharging stations: includes alternative fuel and plug-in hybrid-electric vehicles, scrapping old vehicles, and alternative fuel infrastructure.</p> <p><input type="checkbox"/> Ridesharing/First-Last Mile Connections: includes shuttle, vanpool, carpool, transit, rail-bus, and smart growth projects.</p> <p><input type="checkbox"/> Bicycle Facilities: includes installation of new bicycle paths/lanes/routes and secure bike parking, such as lockers and racks,</p> <p><input type="checkbox"/> Infrastructure Improvement for Trip Reduction: includes traffic-calming and construction of facilities that expand access to mass transit, such as a new ferry terminal or bus-rapid-transit lane.</p>	

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. Equity. Please describe how the project advances equity. Use the following links to review your project’s Equity criteria eligibility:</p> <ul style="list-style-type: none"> • MTC Equity Priority Communities (EPC) • CalEnviroScreen 4.0 census tract with a score above 25% <ul style="list-style-type: none"> • Hover over the census tract where your project lands and use the legend to the right to determine what the percentage score is. • C/CAG Equity Focus Area score of 8 or higher <ul style="list-style-type: none"> • Use the sliding scale on the 2021 C/CAG San Mateo County Comprehensive Bicycle and Pedestrian Plan webmap to show the range of Equity Focus Areas. <p><input type="checkbox"/> If your project area is highlighted when the scale is at 8 or higher, you may check this box.</p> <p><input type="checkbox"/> If the project is only partially within one of these areas, you may check this relative box.</p> <p>If the project is not located in an MTC EPC, in a CalEnviroScreen 4.0 census tract with a score above 25%, or in a C/CAG EFA, please describe if and how this project serves a community of concern, a disadvantaged community, and/or a vulnerable population. For example, if the project promotes equity in other ways, such as connecting an equity focus area to a business center, high use activity center, etc., please elaborate and describe in more details using the text box below.</p>

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6. Detailed project cost proposal (include breakdown of costs for capital, construction, consultant, etc.)

Please use Attachment 3, Cost Proposal Template include as an attachment.

7. Vicinity map

Please include as attachment

8. Documentation of community support (i.e. letter(s) from mayor, city manager, chair, or community-based organizations, or evidence of Council or Board approval)

Please include as attachment

9. Other information (provide any other relevant information not provided above)

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Attachment 3

COST PROPOSAL TEMPLATE

Excel Spreadsheet available online at <https://ccag.ca.gov/opportunities/call-for-projects-2/>

Attachment 4

FUNDING AGREEMENT TEMPLATE

FISCAL YEAR 2024-2025 TFCA FUNDING AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND
<Project Sponsor>

This 2024-2025 TFCA Funding Agreement (Agreement), effective as of _____, 2024 (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 August 28, 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 March 9, 2023, the C/CAG Board of Directors approved projects for TFCA funding, including the TFCA grant amount of up to \$XAMOUNT to fund Project Sponsor's PROJECT TITLE for Fiscal Year 2024-2025 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 from the end of each project's Years of Effectiveness stated in the submitted Final Cost-Effectiveness Worksheet, 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 must 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 must submit the annual reports on Air District-approved report forms annually until the Project is completed.
 - b) Final Report: The Project Sponsor must 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 must 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 must be used on signs posted at the site of any construction;
 - b) the logos must be displayed on any vehicles operated with or obtained as part of the Project;
 - c) the logos must 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 must 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 will be proportional to the percentage of TFCA funds originally used to purchase the vehicle(s).
- 16) Project Sponsor will complete the Project by [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 Project costs incurred by Project Sponsor from the execution of this Agreement through [DATE].
- 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

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 2023-2024 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 2024-2025 TFCA Funding Agreement as of the Effective Date set forth above.

FOR PROJECT SPONSOR:

FOR PROGRAM MANAGER:

By: _____
PROJECT SPONSOR

By: _____
*Sean Charpentier, Executive Director
City/County Association of Governments
of San Mateo County*

Approved as to form:

Approved as to form:

By: _____
Legal Counsel

By: _____
*Melissa Andrikopoulos
C/CAG Legal Counsel*

ATTACHMENT A

COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM PROJECT INFORMATION

I. Project Information Form

- A. Project Number: _____
Use consecutive numbers for projects funded, with year, county code, and number, e.g., 24SM01, 24SM02 for San Mateo County. Zero (e.g., 24SM00) is reserved for County Program Manager TFCA funds allocated for administration costs.
- B. Project Title: _____
Provide a concise, descriptive title for the project (e.g., “Elm Ave. Signal Interconnect” or “Purchase Ten Gasoline-Electric Hybrid Light-Duty Vehicles”).
- C. Project Category (project will be evaluated under this category): _____
- D. TFCA County Program Manager Funds Allocated: \$ _____
- E. TFCA Regional Funds Awarded (if applicable): \$ _____
- F. Total TFCA Funds Allocated (sum of C and D): \$ _____
- G. Total Project Cost: \$ _____
- H. Project Description:
Project Sponsor will use TFCA funds to _____. Include information sufficient to evaluate the eligibility and cost-effectiveness of the project. Please provide answers for who, what, when, and where for the project. Examples of the information needed include but are not limited to what will be accomplished by whom, how many pieces of equipment are involved, how frequently it is used, the location, the length of roadway segments, the size of target population, etc. Background information should be brief. For shuttle/feeder bus projects, indicate the hours of operation, frequency of service, and rail station and employment areas served.
- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
Reference the appropriate Final Report form that will be completed and submitted after project completion. See www.baaqmd.gov/tfca4pm for a listing of the following reporting forms:
- *Trip Reduction*
 - *Clean Air Vehicles*
 - *Bicycle Projects*
 - *Arterial Management Projects*
 - *Repower and Retrofit*
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project. *For example, for vehicle projects, include the California Air Resources Board Executive Orders for all engines and diesel emission control systems. Note, Cost-Effectiveness Worksheets are not needed for TFCA County Program Managers’ own administrative costs.*
- K. Has or will this project receive any other TFCA funds, such as Regional Funds?
- L. Comments (if any):

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: <https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

Section 2. Project Category Specific Questions

N. If a **ridesharing, first- and last-mile connections service, pilot trip reduction, transit information, telecommuting or infrastructure improvement project**, explain how the number of vehicle trips that will be reduced by the project was estimated, and provide supporting information and data to justify the estimate. For example, if the Project Sponsor is not using default assumptions, they should provide data based on a pre-project survey, focus groups, or other sources to document user demand, pre-project mode of travel, average length of vehicle trip, etc.

O. If an **alternative fuel vehicle** project, provide the following information:

- a. Vehicle type (e.g., plug-in hybrid-electric, fuel cell vehicles)
- b. Gross Vehicle Weight Rating
- c. New vehicle or replacement project? A project is a replacement project if the existing vehicle is operational and will be scrapped for the sole purpose of the project.
- d. If this is a new vehicle project, explain how the anticipated usage (miles per year) for the vehicles were estimated.

P. If a **first- and last-mile connections service** project, confirm that the service will comply with all the following requirements:

- Service connects directly to a transit station and a distinct commercial or employment location.
- Service schedule coordinates with the mass transit's schedule.
- Service is available for use by all members of the public.
- Service is at least 70% unique and operates where no other service was provided within the past three years.

Q. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

- Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
- Service is available for use by all members of the public.
- Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
- If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
- Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
- Service is at least 70% unique and operates where no other service was provided within the past three years.

R. If a **bicycle parking** project, answer the following questions:

- a. What plan is the project referenced in?

- b. Will the project be publicly accessible and available for use by all members of the public?
- S. If a **bikeway** project, answer the following questions:
- a. What plan is the project referenced in?
 - b. Will the project be publicly accessible and available for use by all members of the public?
 - c. If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
 - d. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?
- T. If a **bike share** project, confirm that the project complies with all the following requirements:
- Project either increases the fleet size of existing service areas or expands existing service areas to include new Bay Area communities.
 - Project completed and approved an environmental plan and a suitability study demonstrating the viability of bicycle sharing.
 - Project has shared membership and/or is interoperable with the Bay Area Bike Share (BABS) project when they are placed into service. Please select the choice that best describes the project:
 - Interoperable with BABS
 - Exempt from requirement for the following reason(s):
 - i. Projects that do not require membership or any fees for use;
 - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or
 - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.
- U. If an **infrastructure improvement for trip reduction** project, answer the following questions:
- a. What plan is the project referenced in?
 - b. Which transportation control measure from the most recently adopted [Air District plan](#) is the project implementing?
 - c. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?
- V. If an **alternative fuel infrastructure** project, confirm that the project complies with all the following requirements:
- Project must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.
 - Project funds awarded will not be used to pay for fuel, electricity operation, or maintenance

costs.

- Please clarify the infrastructure project's primary purpose (select all that apply):
 - charge vehicles 14,000 lbs and less
 - charge vehicles 14,001 lbs and more
 - serve private fleet
 - available for public use
 - other (please specify): _____

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.