

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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TECHNICAL ADVISORY COMMITTEE (TAC) AGENDA

Date: Thursday, November 21, 2024	Join by Zoom Webinar: https://us02web.zoom.us/j/87242884758?pwd=-cHhsazN2SEJrUzJLZzZLUTRocXE4Zz09
Time: 1:15 p.m.	
Location: 455 County Center 1 st Floor, Room 101 Redwood City, CA 94063	Zoom Webinar ID: 872 4288 4758 Password: 139997 Join by Phone: (669) 900-6833

HYBRID MEETING - IN-PERSON AND BY VIDEOCONFERENCE

This meeting of the C/CAG TAC Committee will be held in person and by teleconference pursuant to Government Code Section 54953(e). Members of the public will be able to participate in the meeting remotely via the Zoom platform or in person at the location above. The Committee welcomes comments, including criticism, about the policies, procedures, programs, or services of the agency, or of the acts or omissions of the Board and committees. Speakers shall not disrupt, disturb, or otherwise impede the orderly conduct of a Board meeting. For information regarding how to participate in the meeting, either in person or remotely, please refer to the instructions at the end of the agenda.

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|---|-----------------|--------------|
| 1. Call to Order/Roll Call | Willis/Stillman | No materials |
| 2. Public comment on items not on the agenda (limited to 2 minutes)
<i>Note: Public comment is limited to two minutes per speaker. Please refer to the instructions at the end of this agenda for details regarding how to provide public comments. Members of the public who wish to address the Committee should complete a speaker's slip to make a public comment in person or raise their hand in Zoom to speak virtually.</i> | Willis/Stillman | No materials |
| 3. Issues from the November C/CAG Board meetings <ul style="list-style-type: none">Approval of Reso 24-66 awarding an aggregate total of \$1,000,000 in FY 2024/25 TFCA Funds for San Bruno's Public Works Corporation Yard Electrification and San Mateo's Battery Electric Street Sweeper projects.Approval of Reso 24-70 adopting the first C/CAG Strategic Plan.Approval of Reso 24-71 authorizing the C/CAG Executive Director to execute a funding agreement with MTC in an amount up to \$200,000 to expand and operate the Bay Wheels Bikeshare program to the City of Daly City. | Cheung | No materials |
| 4. Approval of minutes from the October 17, 2024 Meeting (Action) | Cheung | Page 1-4 |

5.	Review and recommend approval of minor amendments to the Congestion Management Plan's Land Use Impact Analysis Program, specifically regarding affordable housing exemptions and thresholds for local TDM plans to be exempted from C/CAG TDM Policy requirements. (Action)	Kalkin	Page 5-14
6.	Recommend allocating \$1,097,722 of Congestion Relief Program funds to the Joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 25/26 & Fiscal Year 26/27. (Action)	Kalkin	Page 15-21
7.	Receive a presentation on the New Primary Agreement from the San Mateo County Transportation Authority. (Information)	Gilster	Page 22-62
8.	Receive information on regional project and funding related items. (Information)	Lacap	Page 63-73
9.	Executive Director Report	Charpentier	
10.	Member Reports	All	
11	Adjournment.	Willis/Stillman	

The next regularly scheduled meeting is on December 19, 2024.

Future potential agenda topics:

- a. Bicycle Infrastructure Data Collection

PUBLIC NOTICING: All notices of C/CAG regular Board meetings, standing committee meetings, and special meetings will be posted at the San Mateo County Court Yard, 555 County Center, Redwood City, CA, and on C/CAG's website at: <http://www.ccag.ca.gov>.

PUBLIC RECORDS: Public records that relate to any item on the open session agenda for a regular TAC meeting, standing committee meeting, or special meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to a regular TAC meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members, of the TAC. The TAC has designated the City/County Association of Governments of San Mateo County (C/CAG), located at 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making public records available for inspection. Such public records are also available on C/CAG's website at: <http://www.ccag.ca.gov>. Please note that C/CAG's office is temporarily closed to the public; please contact Kaki Cheung at (650) 363-4105 to arrange for inspection of public records.

PUBLIC PARTICIPATION DURING VIDEOCONFERENCE MEETINGS: Persons with disabilities who require auxiliary aids or services to participate in this meeting should contact Kaki Cheung at (650) 363-4105, five working days prior to the meeting date.

ADA REQUESTS: Persons with disabilities who require auxiliary aids or services to participate in this meeting should contact Kaki Cheung at (650) 363-4105 or kcheung1@smcgov.org by 10:00 a.m. prior to the meeting date.

PUBLIC PARTICIPATION DURING HYBRID MEETINGS: During hybrid meetings of the Technical Advisory Committee, members of the public may address the Committee as follows:

Written comments should be emailed in advance of the meeting. Please read the following instructions carefully:

1. Your written comment should be emailed to kcheung1@smcgov.org.
2. Your email should include the specific agenda item on which you are commenting or note that your comment concerns an

item that is not on the agenda.

3. Members of the public are limited to one comment per agenda item.
4. The length of the emailed comment should be commensurate with the two minutes customarily allowed for verbal comments, which is approximately 250-300 words.
5. If your emailed comment is received at least 2 hours prior to the meeting, it will be provided to the C/CAG TAC members and made publicly available on the C/CAG website along with the agenda. We cannot guarantee that emails received less than 2 hours before the meeting will be made publicly available on the C/CAG website prior to the meeting, but such emails will be included in the administrative record of the meeting.

Spoken comments will be accepted during the meeting in person and through Zoom. Public comments will be taken first by speakers in person, followed by via Zoom. Please read the following instructions carefully:

***In-person participation:**

1. If you wish to speak to the C/CAG TAC, please fill out a speaker's slip located on the 2nd floor auditorium side table against the wall. If you have anything that you wish distributed to the Committee and included in the official record, please hand it to the C/CAG staff who will distribute the information to the Committee members and staff.

***Remote participation:**

Spoken comments will be accepted during the meeting through Zoom. Please read the following instructions carefully:

1. The C/CAG TAC meeting may be accessed through Zoom at the online location indicated at the top of this agenda.
2. You may download the Zoom client or connect to the meeting using an internet browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.
3. You will be asked to enter an email address and name. We request that you identify yourself by your name as this will be visible online and will be used to notify you that it is your turn to speak.
 1. When C/CAG Staff or Co-Chairs call for the item on which you wish to speak, click on "raise hand." Staff will activate and unmute speakers in turn. Speakers will be notified shortly before they are called on to speak. If calling in via phone, press *9 to raise your hand and when called upon press *6 to unmute.
4. When called, please limit your remarks to the time allotted.

If you have any questions about this agenda, please contact C/CAG staff:

Deputy Director: Kaki Cheung (650) 363-4105 kcheung1@smcgov.org

**CONGESTION MANAGEMENT PROGRAM (CMP)
TECHNICAL ADVISORY COMMITTEE (TAC)
October 17, 2024
MINUTES**

*****HYBRID MEETING - IN-PERSON AND BY VIDEOCONFERENCE*****

This meeting of the C/CAG TAC Committee was held in person and by teleconference pursuant to Government Code Section 54953(e).

Members		September			
No.	Agency	IN-PERSON	ABSENT	REMOTE	REMOTE
				AB 2449	Publicly Accessible Teleconference Location
1	Hillsborough Engineering	Paul Willis (Co-Chair)			
2	San Mateo County Engineering	Krzysztof Lisaj (Alternate)			
3	SMCTA / SamTrans	Jessica Manzi			
4	Atherton Engineering	Robert Ovadia			
5	Belmont Engineering	Nisha Patel			
6	Brisbane Engineering		Absent**		
7	Burlingame Engineering			Syed Murtuza	
8	C/CAG	Sean Charpentier			
9	Colma Engineering	Brad Donohue			
10	Daly City Engineering	Richard Chiu			
11	East Palo Alto Engineering	Humza Javed			
12	Foster City Engineering	Andrew Brozyna			
13	Half Moon Bay Engineering			Maz Bozorginia	
14	Menlo Park Engineering	Azalea Mitch			
15	Millbrae Engineering		Absent		
16	Pacifica Engineering	Roland Yip (Alternate)			
17	Redwood City Engineering	Tanisha Werner			
18	San Bruno Engineering	Hae Won Ritchie (Alternate)			
19	San Carlos Engineering	Steven Machida			
20	San Mateo Engineering	Matt Fabry			
21	South San Francisco Engineering	Eunejune Kim			
22	Woodside Engineering	Yaz Emrani			
	Non-Voting Members				
1	MTC		Absent		
2	Caltrans		Absent*		

*Committee Member attended as public member via zoom.

**Committee Alternate attended as public member via zoom.

The three-hundred first (301st) meeting of the Technical Advisory Committee took place on October 17, 2024 at 1:15 p.m.

TAC members attending are listed on the Roster and Attendance table on the preceding page. Others attending the meeting in person were Kaki Cheung, Jeff Lacap, Eva Gaye, Kim Springer, Kim Wever – C/CAG; Patrick Gilster, Sue-Ellen Atkinson – SMCTA; Matt Goyne – Fehr & Peers; Craig Centis – City of Millbrae; and others not noted. Others attending the meeting remotely were Mohammad Suleiman – Caltrans; Karen Kinser – City of Brisbane; Amy Linehan – SMCTA; Chanda Singh – County of San Mateo; Matthew Ruble – City of South San Francisco; Anjulie Palta; Kay Cheng; and others not noted.

1. Call to Order/Roll Call

Co-Chair Willis called the meeting to order.

2. Public comment on items not on the agenda

There were not any public comments regarding items not on the agenda.

3. Issues from the June C/CAG Board meetings (Information)

C/CAG staff Kaki Cheung shared the key items from the October Board meeting, as noted on the meeting agenda. The Board did not meet quorum at the October Board meetings and these items will be carry over to November’s meeting.

4. Approval of minutes from the September 19, 2024 Meeting (Action)

Co-Chair Willis requested amending Item 11 to Co-Chair Stillman adjourned the meeting.

Motion – To approve the minutes as amended from September 19, 2024 meeting, Manzi/Donohue. Roll call was taken. Willis, Ovidia, Lisaj, Bozorginia, Richie, and Kim abstained. All other members in attendance voted to approve. Motion passed. 14-0-6.

5. Receive presentation on C/CAG’s Vehicle Miles Traveled/Greenhouse Gas (VMT/GHG) Model Mitigation Program draft report. (Information)

C/CAG staff Kim Springer presented on the C/CAG’s Vehicle Miles Traveled/Greenhouse Gas (VMT/GHG) Model Mitigation Program draft report and introduced Matt Goyne of Fehr & Peers who provided the Program overview. The draft report is available for public review and comment. Comments are due November 8, 2024 for incorporation into the final report. The final report is expected to be adopted by the C/CAG Board in December 2024.

Member Mitch asked if the cost-effectiveness of shuttles gave consideration to the increased shuttle operation cost. Matt responded that they looked at the cost of the on-demand shuttles in City of East Palo Alto and on the Coastside.

6. Receive an update on the San Mateo County Transportation Authority Strategic Plan. (Information)

TA’s Director of Planning and Fund Management Patrick Gilster presented an update on the San Mateo County Transportation Authority Strategic Plan, including the travel trends, sales

tax projections, stakeholder input summary, and initial policy recommendations. The Public Review Draft Strategic Plan 2025-2029 will be released at the November TA Board meeting, incorporating policy feedback from the October meeting. The TA will coordinate with C/CAG to provide TAC members with a link to the draft plan. Patrick also requested topics for technical trainings.

Member Mitch appreciated the addition of technical assistance on grants and recommended to broaden the scope to sustainable grants.

C/CAG Executive Director Sean Charpentier recommended to continue to prioritize 5-mile trips and explore e-bike strategies and opportunities like buffer bike lanes. Sean inquired about the definition of “user-based” equity. Patrick clarified that it refers to the user groups whom will benefit, such as transit users, seniors, children or students. Sean also asked if there were Countywide significant projects on the Coastside. Patrick responded that there could be in the future.

Member Donohue asked about the project distribution between small, medium/large and Countywide. Patrick responded that the proposed distribution are targets and are flexible to move funds around if a group is undersubscribed.

7. Receive a presentation on the US 101 San Mateo County Crossings Improvement Implementation Plan. (Information)

TA’s Director of Planning and Fund Management Patrick Gilster introduced Sue-Ellen Atkinson, TA’s Manager of Planning and Fund Management, who presented on the US 101 San Mateo County Crossings Improvement Implementation Plan.

Member Kim asked about if the priority list includes projects that are already in environmental or primarily design. Sue-Ellen responded that yes, those projects would still be included but will not eligible to be selected for design.

Member Murtuza asked if the team can share a list of the 148 Projects. Sue-Ellen will share the list and map with him.

C/CAG Deputy Director Kaki Cheung inquired about how public feedback will factor into the prioritization of the projects. Sue-Ellen responded that in addition to public feedback, projects would be prioritized using the four goals identified in the Plan.

8. Receive information on regional project and funding related items. (Information)

C/CAG staff Jeff Lacap highlighted the following items from the staff report: Caltrans Inactive Project List, Caltrans Pavement Management Program (PMP) certification, Caltrans Project End Date (PED) report, new Caltrans E-76 authorization form, and funding and training opportunities.

C/CAG staff Jeff Lacap also shared that MTC has released a Call for Projects for approximately \$62 million for both planning projects that support MTC Transit Oriented Communities (TOC) Policy related compliance, as well as capital projects that support GHG reduction including parking management, mobility hubs, and electric vehicle infrastructure.

C/CAG Executive Director Sean Charpentier added that MTC's Compliance in the TOC policy will be a requirement for the next round of OBAG funding and 21 Elements is available as a resource to the jurisdictions affected by the TOC Policy.

9. Executive Director Report (Information)

C/CAG Executive Director Sean Charpentier shared that there will Committee Recruitment letter sent out soon and encouraged the Committee members to share it. Sean congratulated City of East Palo Alto on the ribbon cutting for Addison Ave Safe Routes to School/Green Infrastructure project. The project was funded by C/CAG, with a majority of the funding from the Cap and Trade program. He encouraged other jurisdictions to consider that source.

10. Member Reports (Information)

Member Manzi congratulated City of Redwood City for getting awarded \$105M =of federal grant from the Infrastructure for Rebuilding America grant program for US 101 Woodside interchange project.

11. Adjournment

Co-Chair Willis adjourned the meeting at 2:26 p.m.

C/CAG AGENDA REPORT

Date: November 21, 2024

To: C/CAG Congestion Management Program Technical Advisory Committee

From: Susy Kalkin, Transportation Systems Coordinator

Subject: Review and recommend approval of minor amendments to the Congestion Management Plan’s Land Use Impact Analysis Program, specifically regarding affordable housing exemptions and thresholds for local TDM plans to be exempted from C/CAG TDM Policy requirements.

(For further information, contact Susy Kalkin at kkalkin@smcgov.org)

RECOMMENDATION

That the Technical Advisory Committee review and recommend approval of minor amendments to the Congestion Management Plan’s Land Use Impact Analysis Program, specifically regarding affordable housing exemptions and thresholds for local Transportation Demand Management (TDM) plans to be exempted from C/CAG TDM Policy requirements.

BACKGROUND

In late 2021, the C/CAG Board adopted a comprehensive update to the Land Use Impact Analysis Program Policy, Appendix I of the CMP, which is referred to as the C/CAG TDM Policy. The TDM Policy applies to all C/CAG member jurisdictions (unless expressly exempted by C/CAG). In general, the policy applies to any project that is estimated to generate 100 ADT or more, and requires implementation of trip reduction measures targeted to achieve 25-35% trip reduction based on project size and location. Below is a table indicating general sizes of projects that would meet the threshold for compliance with the TDM Policy.

ADT Thresholds

	Small Projects	Large Projects
Non-Residential: Office, Industrial, R&D and Institutional	100 – 499 ADT; 10,000 – 49,999 sq. ft.	500+ ADT; 50,000+ sq. ft.
Non-Residential: Medical & Lodging	100 – 499 ADT; 10,000 – 49,999 sq. ft.	500+ ADT; 50,000+ sq. ft.
Non-Residential: Retail and restaurant	100 – 499 ADT; 30-99 employees	500+ ADT; 100+ employees
Residential: Multi-Family	100 – 499 ADT; 20 - 49 units	500+ ADT; 50+ units

The Policy specifically exempts single family home developments from this TDM Policy.

The Policy also includes an exemption process for local jurisdictions that adopt their own TDM

programs. The process requires that a local jurisdiction demonstrate how their adopted city-wide TDM regulations will ensure projected single-occupant vehicle (SOV) reduction percentages meet or exceed 25% for TOD and small residential projects, and 35% for all other project land use types in order to obtain an exemption.

DISCUSSION

Proposed Amendments

During the early stages of implementing the updated C/CAG TDM Policy with local jurisdictions, two common concerns have surfaced. First, given the importance and focus on removing barriers to construction of affordable housing, many jurisdictions have enacted TDM regulations that specifically exempt 100% affordable housing projects, while the C/CAG TDM Policy does not reflect this exemption. Second, there have been concerns raised that the exemption process outlined in the C/CAG TDM Policy is overly prescriptive and does not allow cities the flexibility to gain the benefits of the exemption without essentially mirroring the C/CAG TDM Policy.

- **Affordable Housing Projects** – The attached study, prepared by Fehr & Peers at C/CAG’s request (**Attachment 1**) reviews relevant evidence and concludes that affordable housing projects achieve the trip reduction goals presented in C/CAG’s TDM Policy and therefore could be exempt from C/CAG’s TDM Policy requirements, including the following:
 - CAPCOA’s 2021 Handbook includes *Strategy T-4: Integrate Affordable and Below Market Rate Housing*, notes that affordable housing projects generate up to 28.6 percent fewer vehicle trips compared to market rate multifamily residential projects.
 - Affordable housing in San Mateo County also benefits from reduced trip lengths due to the job-rich location.
 - A 2024 study by CARB notes: “two meta-studies combining the findings of dozens of individual studies indicate that jobs accessibility via automobile has a far larger impact on VMT reduction than land use mix, population density, or transit accessibility.”
 - San Mateo County’s 21 Elements supports this finding, noting that affordable housing is essential in San Mateo County because the high cost of living and job-rich nature in San Mateo County forces many workers to commute from outside the County. Affordable housing therefore has the effect of reducing both the number of vehicle trips and trip lengths.

Accordingly, the following amendment is recommended:

- Amend Project Review Threshold (ADT) footnotes as follows to exempt 100% affordable deed restricted housing projects from TDM Policy requirements:

	Small Projects	Large Projects
Non-Residential: Office, Industrial, and Institutional	100 – 499 ADT (10,000 – 49,999 sq. ft.)	500+ ADT (50,000+ sq. ft.)
Non-Residential: Medical & Lodging	100 – 499 ADT (10,000 – 49,999 sq. ft.)	500+ ADT (50,000+ sq. ft.)
Non-Residential: Retail	100 – 499 ADT (30-99 employees)	500+ ADT (100+ employees)
Residential: Multi-Family	100 – 499 ADT (20 - 49 units)	500+ ADT (50+ units)

ADT Thresholds, Correlated with Approximate Project Size Characteristic^{1 2}

¹ The quantified square footage, employees, and units in this table demonstrate plausible project size relative to the estimated project ADT. The representative project size values are not exact. They are based on documented linear relationships between project size and respective site travel demand. More detail is available in research references cited in Appendix C & D of the companion *Policy Approach* document.

² The TDM Policy only applies to multi-family residential developments only. Single-family home and 100% affordable deed restricted housing developments are exempted from this TDM Policy.

- **Exemption Process** – The exemption process is intended to allow local jurisdictions that have adopted TDM Ordinances that meet or exceed the C/CAG TDM Policy requirements to apply for an exemption from the C/CAG requirements to avoid duplication of efforts. As presently drafted, the process requires strict adherence to the trip reduction requirements for all projects covered by the C/CAG Policy, at the assigned trip reduction thresholds. As a result, C/CAG’s review is limited in its ability to address any nuances, such as situations where a local jurisdiction’s plan may likely produce equal or better results. For example, there have been situations where a local jurisdiction’s plan includes significantly more stringent requirements for larger commercial projects, including stronger accountability measures for monitoring, reporting and enforcement (such as penalties for noncompliance and/or missing trip reduction goals, but less stringent measures/requirements for residential or small commercial developments). While C/CAG staff continues to support the C/CAG TDM policy as a foundational TDM program for jurisdictions in the county, we also recognize that locally adopted plans have the ability to improve on this foundation, most significantly through their ability to hold projects accountable for both implementing the measures, tracking progress and holding project sponsors responsible for achieving the trip reduction targets. To provide staff with additional flexibility to address such situations, the following amendment is recommended:

- Amend the “Determining C/CAG TDM Policy Exemption” section as follows to provide the C/CAG Executive Director additional discretion in determining whether a locally adopted TDM Plan can be exempted from the C/CAG policy by adding the following language:

“The local jurisdiction shall submit such a request in writing to C/CAG. The request must clearly document how their jurisdiction’s adopted city-wide TDM regulations ensure

projected SOV trip reduction percentages meet or exceed 25% for TOD and small residential projects, and 35% for all other project land use types. C/CAG will review the local jurisdiction's request for exemption and, if approved, will issue a confirmation of exemption. At the discretion of the C/CAG Executive Director, C/CAG may consider minor deviations from the criteria listed above where it can be objectively demonstrated that a locally adopted TDM plan is substantially consistent with these criteria and is likely to generate superior city-wide results to the C/CAG TDM Policy through implementation of stringent monitoring, reporting, and enforcement mechanisms and/or other similarly compelling measures. Such requests shall be supported by clear written documentation prepared by a licensed traffic engineer or similar professional.

This process for requesting an exemption would address a jurisdiction's overall TDM program or ordinance and would not apply on a project-by-project basis.

(Note: If a local jurisdiction is determined to be exempt by C/CAG, the jurisdiction must still notify C/CAG in writing when an application for a new development project estimated to generate more than 100 ADT is submitted to the jurisdiction for review. In addition, the exempted jurisdiction shall share all monitoring results with C/CAG and Commute.org on a biennial basis.)"

ATTACHMENTS:

1. Affordable Housing TDM Exemption White Paper
2. Draft amendment language

The following attachment is available on the C/CAG website (See "Additional Agenda Materials" for the relevant TAC meeting) at: <https://ccag.ca.gov/committees/congestion-management-program-technical-advisory-committee/>

3. 2023 CMP – Appendix I

Memorandum

Date: October 23, 2024
 To: C/CAG
 From: Fehr & Peers
 Subject: **C/CAG VMT/GHG Mitigation Program: Affordable Housing TDM Policy Exemption**

SF

Introduction

The City/County Association of Governments (C/CAG) is the Congestion Management Agency (CMA) for San Mateo County and is responsible for administering the state-mandated Congestion Management Program (CMP), setting state and federal funding priorities for improvements affecting the San Mateo CMP, and preparing the Countywide Transportation Plan. In January 2022, C/CAG adopted transportation demand management (TDM) guidelines to reduce the number of new vehicle trips generated by new land development. These guidelines generally apply to developments that generate 100 or more average daily trips (ADT). Developments that meet the threshold must develop and implement a TDM plan using a land use-specific C/CAG checklist identifying appropriate strategies and their corresponding trip reduction credits.

C/CAG's TDM policy currently exempts projects that generate less than 100 ADT and single-family homes, as noted on page 2 of the *Transportation Demand Management Policy Implementation Guide* (April 2022).¹ Affordable housing projects are currently subject to C/CAG's TDM policy. As described in C/CAG's *VMT/GHG Model Mitigation Program Report* (October 2024),² affordable housing represents one of the most effective strategies to reduce vehicle miles traveled (VMT) and vehicle trips on the regional CMP roadway network. This memorandum summarizes the evidence that affordable housing projects achieve the trip reduction goals presented in C/CAG's TDM Policy and therefore could be exempt from C/CAG's TDM Policy requirements.

¹ https://ccagtdm.org/wp-content/uploads/2022/04/CCAG_TDM-Policy-Update_Implementation-Guide_FINAL_4-19-2022_v11_CLEAN.pdf

² <https://ccag.ca.gov/projects/countywide-projects/vmt-ghg-model-mitigation-program/>



Background

The California Department of Housing and Community Development (2021) considers households that make 80 percent or below of an area's median household income as low income. The agency also states that housing is affordable when it costs 30 percent or less of a household's gross income. This memorandum focuses on deed-restricted affordable housing that conforms to the local housing affordability levels set forth by the San Mateo County's Department of Housing.³

California's Department of Transportation (Caltrans), Air Resources Board (CARB), and Office of Planning and Research (OPR) present guidance related to the effect that affordable housing has on regional transportation network. Caltrans notes that affordable housing represents one of the most effective strategies to reduce VMT and vehicle trips on the regional CMP roadway network.⁴ CARB developed research supporting VMT and GHG reductions associated with building affordable housing through the state's Affordable Housing and Sustainable Communities Program (AHSC).⁵ OPR's *Technical Advisory on Evaluating Transportation Impacts in CEQA Guidance* notes that affordable housing developments can be presumed to have a less-than-significant transportation impact on the environment.⁶ OPR further recommends establishing a relationship between congestion management plans, circulation elements, and VMT, in addition to traditional level of service metrics used by C/CAG in the CMP, as follows:

*[C]ongestion management plans address far more than just automobile transportation. They must also include an evaluation of the performance of multiple modes of travel and provide a program for travel demand management. Notably, projects identified in a congestion management plan must be consistent with the regional transportation plan, and its sustainable communities strategy, in order to be funded (Gov. Code § 65082). **In updating a circulation element, therefore, a local government must put the congestion management plan in a context that includes reductions in vehicle miles traveled, and provides for multiple users of the transportation system, including transit, bicycles and pedestrian transportation.***⁷

The relationship between reducing VMT and vehicle trip generation used for LOS analysis is supported through industry standard research. The California Air Pollution Control Officers

³ <https://www.smcgov.org/housing>

⁴ Housing and VMT Mitigation. California Department of Transportation (Caltrans)
<https://dot.ca.gov/programs/esta/sb-743/resources/housing>

⁵ <https://ww2.arb.ca.gov/our-work/programs/sustainable-communities-program/research-solicitations/qm-ahsc>

⁶ *Technical Advisory on Evaluating Transportation Impacts in CEQA Guidance*, State of California Office of Planning and Research, April 2018.

⁷ Page 87 of Chapter 4: Required Elements of OPR's General Plan Guidelines, accessed by Fehr & Peers on September 19, 2024 here: https://opr.ca.gov/docs/OPR_C4_final.pdf



Association's (CAPCOA) *Handbook for Analyzing Greenhouse Gas Emission Reductions, Assessing Climate Vulnerabilities, and Advancing Health and Equity* (CAPCOA 2021 Handbook) presents research demonstrating the land use location and design features that generate less traffic. The CAPCOA 2021 Handbook describes how "VMT decreases if any of the following occurs: (1) vehicle ownership declines, (2) vehicle trips are reduced, (3) vehicle trip lengths are reduced, or (4) any combination of these three variables."⁸ Item (1) and (2) would result in fewer vehicle trips on local directly surrounding a project site and the regional CMP roadway network, while item (3) would result in fewer vehicle trips on the CMP roadway network as people drive shorter distances. The CAPCOA 2021 Handbook goes on to describe how no VMT reduction measures directly reduce vehicle trip lengths (item 3). Reducing the trip lengths portion of VMT requires changes to surrounding land use environment to a project, such as the addition of housing close to jobs or an increase in the proximity of amenities and services near where people live and work.

Evidence

CAPCOA's 2021 Handbook includes *Strategy T-4: Integrate Affordable and Below Market Rate Housing*, which describes how **affordable housing projects generate up to 28.6 percent fewer vehicle trips** compared to market rate multifamily residential projects.⁹ Affordable housing in San Mateo County also benefits from the reduced trip lengths due to the job-rich location. C/CAG's travel demand model, which indicates that the average San Mateo County resident generates approximately five percent less VMT than the regional average.¹⁰ A 2024 study by CARB indicates that this is influenced by the presence of jobs, noting that: "two meta-studies combining the findings of dozens of individual studies indicate that jobs accessibility via automobile has a far larger impact on VMT reduction than land use mix, population density, or transit accessibility."¹¹ San Mateo County's 21 Elements supports this finding by identifying that affordable housing is needed in San Mateo County because the high cost of living and job-rich nature of San Mateo County causes many workers to commute from outside the County.¹² Affordable housing therefore has the effect of reducing both the number of vehicle trips and trip lengths.

⁸ Page 66 of Chapter 3: Transportation of the CAPCOA 2021 Handbook: https://www.caleemod.com/documents/handbook/ch_3_transportation/chapter_3_transportation.pdf

⁹ *Strategy T-4: Integrate Affordable and Below Market Rate Housing*: https://www.caleemod.com/documents/handbook/ch_3_transportation/measure_t-4.pdf

¹⁰ Table 7 of the *SB 743 Implementation Decisions Whitepaper*: https://ccag.ca.gov/wp-content/uploads/2021/11/1_20210929_CCAG_SB_743_Implementation_Decisions_Cln.pdf

¹¹ Evaluating the Potential for Housing Development in Transportation-Efficient and Healthy, High-Opportunity Areas in California. Marantz N.J, et al. 2024. Page 41: https://ww2.arb.ca.gov/sites/default/files/2024-03/II.1%20-%20DRAFT_FINAL_REPORT_20STC009.pdf

¹² 21 Elements further identified that affordable housing is needed to complement job growth occurring in San Mateo County through the commercial linkage fee nexus studies: <http://21elements.com/inclusionary-housing>



Conclusion

This statewide guidance and evidence indicate that the construction of new affordable housing in San Mateo County would fulfill the goals of C/CAG's CMP Policy by generating less vehicle trips than non-affordable projects and shifting or reducing trips on the regional CMP rather than adding new commute trips. Exempting affordable housing from TDM requirements would align San Mateo County with other counties, such as San Francisco, where 100 percent affordable housing projects are exempt from the local TDM policy.¹³ San Francisco also includes affordable housing as a TDM measure option, allowing projects that provide inclusionary affordable housing to be subject to lower TDM requirements. In interviews with affordable housing providers serving San Mateo County, the VMT/GHG Mitigation Program project team heard that TDM measures are important to affordable housing residents but that the costs of providing TDM measures can be cost prohibitive and create a constraint that could inhibit the construction of affordable housing projects.¹⁴ C/CAG's VMT/GHG Mitigation Program, among other regional programs such as MTC's BayPass program¹⁵, provide the opportunity for local and regional agencies to provide TDM measures such as transit passes to affordable housing residents without placing additional constraints on the production of new affordable housing.

¹³ More information about San Francisco's TDM program is presented here: <https://sfplanning.org/transportation-demand-management-program>. SF's program exempts affordable housing projects up to 120% of the Area Median Income from TDM fees and code compliance and allows projects to earn increasing amounts of TDM points associated with larger traffic reductions for affordable units that target the lowest incomes.

¹⁴ <https://ccag.ca.gov/wp-content/uploads/2024/10/Appendix-C-Affordable-Housing-VMT-Mitigation.pdf>

¹⁵ <https://mtc.ca.gov/operations/traveler-services/clipper/clipper-baypass>

Amend 2023 CMP Appendix I as follows (changes shown in red/double underline):

- Amend Project Review Threshold (ADT) footnotes as follows to exempt 100% affordable deed restricted housing projects from TDM Policy requirements:

	Small Projects	Large Projects
Non-Residential: Office, Industrial, and Institutional	100 – 499 ADT (10,000 – 49,999 sq. ft.)	500+ ADT (50,000+ sq. ft.)
Non-Residential: Medical & Lodging	100 – 499 ADT (10,000 – 49,999 sq. ft.)	500+ ADT (50,000+ sq. ft.)
Non-Residential: Retail	100 – 499 ADT (30-99 employees)	500+ ADT (100+ employees)
Residential: Multi-Family	100 – 499 ADT (20 - 49 units)	500+ ADT (50+ units)

ADT Thresholds, Correlated with Approximate Project Size Characteristic^{1 2}

¹ The quantified square footage, employees, and units in this table demonstrate plausible project size relative to the estimated project ADT. The representative project size values are not exact. They are based on documented linear relationships between project size and respective site travel demand. More detail is available in research references cited in Appendix C & D of the companion *Policy Approach* document.

² The TDM Policy only applies to multi-family residential developments only. Single-family home and 100% affordable deed restricted housing developments are **exempted** from this TDM Policy.

- Amend the “Determining C/CAG TDM Policy Exemption” section as follows to provide C/CAG Executive Director additional discretion in determining whether a locally adopted TDM Plan can be exempted from the C/CAG policy:

Determining C/CAG TDM Policy Exemption

As described in the *C/CAG TDM Policy Update Approach* document, a C/CAG member jurisdiction may request exemption from these requirements.

How Exemption Determination is Made

A member jurisdiction that has adopted its own TDM program intended to regulate travel demand impacts at land development projects may consider requesting an exemption from the C/CAG TDM Policy, provided the local jurisdiction can sufficiently prove that their adopted TDM measures meet or exceed trip mitigation impacts required by C/CAG. However, since California Government Code Section 65089 (b) still requires that Level of Service (LOS) standards apply to the countywide CMP Network, the burden of proof is on the local jurisdiction to document how their locally

adopted travel demand metric will sufficiently mitigate traffic impacts on the CMP Network.

The local jurisdiction shall submit such a request in writing to C/CAG. The request must clearly document how their jurisdiction's adopted city-wide TDM regulations ensure projected SOV trip reduction percentages meet or exceed 25% for TOD and small residential projects, and 35% for all other project land use types. C/CAG will review the local jurisdiction's request for exemption and, if approved, will issue a confirmation of exemption. At the discretion of the C/CAG Executive Director, C/CAG may consider minor deviations from the criteria listed above where it can be objectively demonstrated that a locally adopted TDM plan is substantially consistent with these criteria and is likely to generate superior city-wide results to the C/CAG TDM Policy through implementation of stringent monitoring, reporting, and enforcement mechanisms and/or other similarly compelling measures. Such requests shall be supported by clear written documentation prepared by a licensed traffic engineer or similar professional.

This process for requesting an exemption would address a jurisdiction's overall TDM program or ordinance and would not apply on a project-by-project basis.

(Note: If a local jurisdiction is determined to be exempt by C/CAG, the jurisdiction must still notify C/CAG in writing when a new development project estimated to generate more than 100 ADT is submitted for review.) . In addition, the exempted jurisdiction shall share all monitoring results with C/CAG and Commute.org on a biennial basis.)

C/CAG AGENDA REPORT

Date: November 21, 2024

To: C/CAG Congestion Management Program Technical Advisory Committee

From: Susy Kalkin, Transportation Systems Coordinator

Subject: Recommend allocating \$1,097,722 of Congestion Relief Program funds to the Joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 25/26 & Fiscal Year 26/27.

(For further information contact Susy Kalkin at kkalkin@smcgov.org)

RECOMMENDATION

That the Technical Advisory Committee recommends the C/CAG Board allocate \$1,097,722 of Congestion Relief Program funds to the Joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 25/26 & Fiscal Year 26/27.

FISCAL IMPACT

It is anticipated that an amount of approximately \$17,097,722 will be available for the FY 25/26 & FY 26/27 funding cycle. Of this total amount, C/CAG will provide up to \$1,097,722 of Congestion Relief Program funds.

SOURCE OF FUNDS

Funding to support the shuttle programs will be derived from the Congestion Relief Plan adopted by C/CAG and is anticipated to include \$1,050,000 in funding (\$540,750 for FY 25/26 and \$556,972 for FY 26/27). Additionally, the San Mateo County Transportation Authority (TA) anticipates allocating approximately \$16,000,000 in Measure A Sales Tax funds for the two-year funding cycle. The C/CAG funding is contingent upon the Board of Directors approving the shuttle funding under the Congestion Relief Program each fiscal year as part of the annual budget adoption process.

BACKGROUND/DISCUSSION

For the upcoming San Mateo County Shuttle Program, C/CAG will again partner with the San Mateo County Transportation Authority to issue a joint call for projects (CFP) for FY 25/26 and FY 26/27. The combined program is designed to utilize one call for projects process. Applicants will have to prepare one single application, and a scoring committee will rank the projects for funding. Once the proposed projects have been scored, they will be brought to each respective Board of Directors for the funding allocation.

The result of this process will be a single prioritized list of projects to be funded by each agency.

Staff from each agency will be responsible for administering their agency's funding agreements with the shuttle program project sponsors.

Program Overview

The funding for this CFP is intended to start new local transportation services, augment existing services, or continue projects previously funded by the Shuttle Program. Shuttles funded through this program must be open to the general public, and must conform to all applicable federal, state and local laws and regulations.

Guidelines and Evaluation Approach

In September 2021, SamTrans and Caltrain adopted the [Peninsula Shuttle Study](#) (Study), which was conducted in coordination with the TA, C/CAG, and Commute.org. The study aimed to streamline the management and operations of the multi-agency Peninsula Shuttle Program. The primary focus of the study was to modernize data management, enhance rider communication, and simplify core management roles. As part of the process, the Study recommended new General Guideline Requirements & Screening Criteria (Attachment 1) and Evaluation & Scoring Metrics (Attachment 2) for the TA and C/CAG to use as part of the CFP grant process. The new approach focuses on data-driven performance metrics and simplifies the application process for sponsors. These guidelines and evaluation criteria were utilized in the last CFP and are proposed to be used in the upcoming CFP.

Next Steps

A tentative Timeline for Project Review and Approval:

- November 25, 2024 – Congestion Management and Environmental Quality Committee (CMEQ) Presentation
- December 12, 2024 – C/CAG Board of Directors Funding Approval
- January 9, 2025 – TA Board of Directors Presentation
- January 2025 – Call for Projects Released
- Late February 2025 – Applications Due
- March 2025 – Evaluation Committee Scoring Period
- April 2025 – Present Draft Recommendations to TA CAC & TA Board and C/CAG CMEQ & TAC Committees
- May 2025 – Final Shuttle Program Adoption by TA & C/CAG Boards

ATTACHMENTS:

1. San Mateo County Shuttle Program - General Guideline Requirements and Screening Criteria
2. San Mateo County Shuttle Program - Evaluation and Scoring Metrics

Exhibit A. General Guideline Requirements and Screening Criteria

All proposed shuttle applications must meet all of the guideline requirements and screening criteria listed in the table below and include the appropriate attachments with the applications.

Criteria	Description
Eligibility	
Project is located in San Mateo County	Shuttle serves residents or employers in San Mateo County
Applicant is an eligible agency	Applicants may include local jurisdiction or Commute.org; may also be partnered with other public, non-profit, or private entities to co-sponsor
Applicant provides a governing board resolution (Attachment 1)	Applicant provides a board resolution in support of the proposed shuttle service application which includes the following: service description and benefits, total project cost and matching funds provided, certifies non-supplantation of funds, and authorizes Sponsor's Chief Executive or City/Town Manager (or similar) to execute a funding agreement with the TA or C/CAG
Need & Service Principles	
Shuttle provides coordinated first/last mile connection to a major transit station or regional bus route	Eligible services include Caltrain, BART, WETA, and regional bus routes (including SamTrans ECR, 292, 110, 17, and 294, as well as Dumbarton Express)
Shuttle is open to the public and serves a range of users	Shuttles do not limit public access. A single employer does not account for >75% of ridership based on survey data.
Shuttle vehicles are ADA-accessible and can accommodate bicycles	Shuttle provider opts into SamTrans shuttle contract or provides vehicle specifications and photos of independently-operated shuttle vehicles
Operations & Readiness	
Applicant provides an operating plan and service map (Attachment 2)	Applicant provides operating plan summarizing proposed schedule, stops, and operator. Applicant provides photos of stops. Applicant agrees to notify the TA, C/CAG, and SamTrans in writing of service changes in advance of implementation or risk losing funding for periods where changes were implemented.
SamTrans Shuttle Network Concurrence Review	SamTrans Operations Planning will provide a concurrence review of all submitted applications to assess the entire network of shuttles. The review will assess overlap with existing and proposed bus/shuttle services and access for equity focus areas. Applicants agree to incorporate route or stop modifications recommendations, where feasible.
Monitoring and quarterly reporting	Applicant agrees provide AVL and APC data to SamTrans (either via their own system or one provided by SamTrans). Applicant agrees to provide quarterly files summarizing ridership by stop and by trip (in format specified by SamTrans), participation in annual survey by SamTrans, and preparation of quarterly financial/progress reports required by the TA or C/CAG. Applicant agrees to manage customer service and rider feedback with summaries provided in quarterly progress reports.
Funding plan	Minimum match of 25% is required. C/CAG and TA Measure A/W funds are not eligible as match except for Local Streets & Road funds. No increased match will be required this cycle for underperforming existing shuttles due to the impacts of the COVID-19 pandemic. Funding plan may include costs directly tied to the shuttle service, such as leasing vehicles, operations, marketing and outreach, and staff time directly associated with shuttle administration are eligible. Vehicle purchase and overhead, indirect or other staff costs are not eligible.
Customer Service/Information	
Applicant provides a Marketing plan (Attachment 3)	Marketing plan identified to provide information and marketing materials to potential riders. Applicant will be responsible for providing SamTrans with a GTFS feed accompanied by a list and map of stops for use on the SamTrans website, app, and third-party trip planning and real-time tracking apps.
Provide signage at all stops	Applicant agrees to install signage at all stop locations.

Exhibit B. Evaluation and Scoring Metrics

Table B.1 below summarizes the application metrics and questions along with the associated possible points. Table B.2 summarizes the weightings based on whether an application is a previously funded existing shuttle from FY 2023 or is a newly proposed service.

Table B.1 Application Metrics and Scoring Rubric

Criteria	Description	Points Possible	Responsibility	Methodology Notes
Goal 1: Equity				
1.1 - Serves residents in a SamTrans Equity Zone	Shuttle serves residents in an Equity Zone as identified by Reimagine SamTrans	0 - No 1 - Yes	Coverage of proposed routes, populated by TA Staff	Route design reflects intent to connect residents of a Community of Concern to regional transit
1.2 - Serves lower income riders	Percent of riders potentially qualifying for very low-income housing assistance	1 - 0% to 19% 2 - 20% to 39% 3 - 40% to 59% 4 - 60% to 79% 5 - 80% to 100%	Based on results of 2022 Shuttle Annual Survey, populated by TA staff	Based on annual survey data and County of San Mateo very low-income housing assistance limits (by household size and income)
1.3 - Assessment of equity need	Staff review of how the proposed shuttle would serve low-income communities, communities of color, seniors, or other vulnerable populations.	Scores of 1 to 5 based on quintiles of staff rankings	Written response by applicant	Based on applicant's description as well as assessment of local context. Consider how reliant riders are on the shuttle and how the shuttle serves key destinations for underserved populations.
Goal 2: First/Last Mile Need				
2.1 Overlaps with existing bus and shuttle services	Staff review of proposed shuttle relative to existing bus or shuttle service in the proposed service area	0 - Serves similar geographic area; similar span of service/headways; similar connections 1 - Serves similar geographic area but more or substantially different service (e.g. more frequent peak period service) 2 - Does not serve similar geographic area & provides new or substantially different service	Based on SamTrans Shuttle Network Concurrence Review of proposed route, populated by SamTrans staff	Geographic area defined as 1/4 mile walksheds from stops. Consider overlap with both public and private services and whether any services already have tapped into the market

Criteria	Description	Points Possible	Responsibility	Methodology Notes
2.2 - Leverages matching funds	1 point for meeting the minimum match amount; 1 point for each additional match tier	1 - 25% match to 29% 2 - 30% to 34% 3 - 35% to 39% 4 - 40% to 44% 5 - 45% to 49% 6 - 50% to 54% 7 - 55% to 59% 8 - 60% to 64% 9 - 65% to 70% 10- >70%	Funding plan provided by applicant	Match subject to change based on program funding availability
2.3 - Assessment of first/last mile need	Staff review of how the proposed shuttle would address first/last mile gaps between regional transit and employment centers, residential areas, and/or activity centers	Scores of 1 to 5 based on quintiles of staff rankings	Written response by applicant	Based on applicant's description as well as assessment of local context. Consider how critical the service is for first/last mile connections to regional transit and whether other options are available.
Goal 3: Ridership				
3.1 - Daily ridership	Based on ridership data from the previous six months for existing shuttles For new shuttles, ridership potential should be qualitatively evaluated by the reviewer based on application materials, and may be assigned a ranking in comparison to a shuttle with comparable characteristics	Scores of 1 to 5 based on quintiles of applications received	Based on results of 2022 Shuttle Annual Survey, populated by TA staff	For new shuttles, comparable characteristics include: subsidized transit fares; number/density of people and jobs served; duplication with other services; serving commuter and community markets; etc.
3.2 - Productivity	Passengers per revenue hour, based on ridership and service data from the previous six months	Scores of 1 to 5 based on quintiles of applications received	Based on results of 2022 Shuttle Annual Survey, populated by TA staff	New shuttles should estimate productivity using estimated daily ridership & revenue hours
3.3 - Cost efficiency	Net subsidy per passenger for TA-C/CAG funds, based on data from previous six months. Calculation excludes matching funds.	Scores of 1 to 5 based on quintiles of applications received	Based on results of 2022 Shuttle Annual Survey, populated by TA staff	New shuttles should estimate productivity using estimated daily ridership & cost

Criteria	Description	Points Possible	Responsibility	Methodology Notes
3.4 - VMT reduction	Shuttles reduce vehicle miles traveled	Scores of 1 to 5 based on quintiles of applications received	Based on results of 2022 Shuttle Annual Survey, populated by TA staff	<p>VMT Prevented = [% of Riders Shifted from Driving] * [Average Length of Home-to-Work Journey by Home Zip Code] * [Average Daily Ridership]</p> <p>[% of Riders Shifted from Driving] = Based on annual rider survey results, what percentage of riders report that they would commute entirely by car if the shuttle did not exist</p> <p>New shuttles estimated based on comparable ridership, mode shift, and trip length estimates</p>
3.5 - Assessment of ridership growth potential	Staff review of a shuttle's potential to grow ridership.	Scores of 1 to 5 based on quintiles of staff rankings	Written response by applicant	Based on applicant's description as well as assessment of local context. Assessment should focus on whether the shuttle serves an area with significant development activity and whether it has demonstrated a sustained ridership growth trend. May also consider whether major changes to shuttle planning or TDM programs have the potential to affect ridership, such as increased GoPass participation and other transit subsidies by nearby employers, expansion of frequency or service hours, and adjustments to route to serve bidirectional markets of residents and employees.
Bonus Points				
B.1 - Clean-fuel vehicles	Shuttle does not use diesel, gasoline, or natural gas	0 - No 1 - Yes	Written response by applicant	Based on applicant's description of shuttle vehicles
B-2 - Off-peak service	Shuttle provides off-peak service (i.e., midday)	0 - No 1 - Yes	Written response by applicant	Shuttle schedule includes off-peak service (e.g. greater than 8 hours of service per day, outside of peak periods from 6am-10am and 3pm-7pm)

Criteria	Description	Points Possible	Responsibility	Methodology Notes
B-3 - Sidewalk connectivity	Most shuttle stops are provided on-street/in public right-of-way connected to sidewalks	0 - <60% of stops located on-street with sidewalk access 1 - 60-79% of stops located on-street with sidewalk access 2 - >80% of stops located on-street with sidewalk access	Photos of individual stops and sidewalk access provided by applicant	Shuttle stops located on public streets connected to sidewalks are more accessible and attract a wider range of riders. Applicants should provide a map with proposed stop locations annotated. This rating should exclude the stop at the Caltrain/BART/ferry/regional bus transfer.
B-4 - Private sector match	Shuttle includes matching funds from the private sector	0 - No 1 - Yes	Funding plan provided by applicant	Private sector match may include direct contribution of matching funds or pass-through from city fees

Table B.2 Weightings for Existing and New Shuttles

Criteria	Max Raw Points from Table B.1	Adjusted Weighting for Existing Shuttles	Adjusted Weighting for New Shuttles
1.1 - Serves residents in a SamTrans Equity Zone	1	10	15
1.2 - Serves lower income riders	5	10	0
1.3 - Assessment of equity need	5	5	10
2.1 - Overlaps with existing bus/shuttle services	2	10	10
2.2 - Leverages matching funds	10	10	10
2.3 - Assessment of first/last mile need	5	5	5
3.1 - Daily ridership	5	10	10
3.2 - Productivity	5	10	10
3.3 - Cost Efficiency	5	10	10
3.4 - VMT Reduction	5	10	10
3.5 - Assessment of ridership growth potential	5	10	10
B.1 - Clean-fuel vehicles	1	1	1
B.2 - Off-peak service	1	4	4
B.3 - Private sector match	1	1	1
B.4 - Sidewalk connectivity	2	4	4
Total Possible	58	110	110

C/CAG AGENDA REPORT

Date: November 21, 2024
To: Congestion Management Program Technical Advisory Committee
From: Kaki Cheung, Deputy Director
Subject: Receive a presentation on the New Primary Agreement from the San Mateo County Transportation Authority.

(For further information, contact Patrick Gilster at gilsterp@samtrans.com)

RECOMMENDATION

That the Technical Advisory Committee receive a presentation on the new Primary Agreement from the San Mateo County Transportation Authority (TA).

FISCAL IMPACT

There is not any financial impact related to this item.

SOURCE OF FUNDS

TA Measure A and Measure W

BACKGROUND

Historically, the San Mateo County Transportation Authority (TA) has executed separate funding agreements and memoranda of understanding for each project. To streamline and expedite processes, the TA has developed a new primary grant agreement (PGA) to define the structure of the relationships and related obligations between the TA and project sponsors. Concise individual project supplements will detail each funded project and any project specific requirements during the 10-year term of the PGA. This approach is similar to those taken by Caltrans and the Metropolitan Transportation Commission (MTC) through their respective Master Agreements.

To continue to be eligible for existing and all future awards of TA Measure A and W funding, the TA will be requiring all sponsor governing bodies to adopt resolutions authorizing the sponsor to sign a PGA with the TA by March 1, 2025. Since the TA will be administering the attached agreement across numerous agencies, they will, unfortunately not be able accommodate any changes to the standard terms.

EQUITY IMPACTS AND CONSIDERATIONS

Not applicable.

ATTACHMENTS:

1. Local Agency Transmittal Memo
2. Draft Local Agency Resolution
3. TA Primary Agreement



TO: San Mateo County Public Agencies

FROM: San Mateo County Transportation Authority

DATE: November 6, 2024

SUBJECT: Primary Grant Agreement Template for San Mateo County Transportation Authority Measures A and W

We are writing to announce an exciting improvement to how the San Mateo County Transportation Authority (TA) documents award and use of Measure A and Measure W funds for transportation programs and projects throughout San Mateo County. Historically, the TA has executed separate funding agreements and memoranda of understanding, or amendments thereto, for each phase of each project. To streamline and expedite future contracting processes, the TA has developed a new primary grant agreement (PGA) through which the TA and project sponsors will document the structure of their relationships and related obligations. Concise individual project supplements will detail each funded project and any specifically-associated requirements during the 10-year term of the PGA.

To be eligible for TA Measures A and W funding over the next 10 years, the TA requires sponsors' governing boards to adopt resolutions authorizing the sponsor's chief executive/mayor/chair, or designee, to sign a PGA with the TA. To assist sponsors with this step, we have attached a template resolution. In addition, we have included the below background information which sponsors may include in staff reports:

In 1988, San Mateo County voters approved Measure A, a 20-year half-cent sales tax to fund and leverage additional funding for transportation projects and programs in San Mateo County. The approval of Measure A created the TA to manage and administer the sales tax revenues generated in conformance with the Transportation Expenditure Plan (TEP). The 1988 sales tax expired on December 31, 2008. In 2004, the San Mateo County voters reauthorized the Measure A half-cent sales tax and adopted a new TEP for an additional 25 years (from January 1, 2009 through December 31, 2033). The TEP established funding categories for Transit; Highways Improvements; Local Streets/Transportation; Grade Separations; Pedestrian and Bicycle Improvements; and Alternative Congestion Relief projects.

In 2018, the San Mateo County voters approved Measure W, a 30-year half cent sales tax, from July 1, 2019 through June 30, 2048, to fund and leverage additional funding for transportation projects and programs in San Mateo County that are consistent with the Measure W Congestion Relief Plan. The San Mateo County Transit District (District) levies this tax and administers investments for the 50% of the proceeds assigned to the County Public Transportation Systems category in the Congestion Relief Plan. The TA is responsible for administering the remaining 50% of funds assigned to: Countywide Highway Congestion Improvements; Local Safety, Pothole and Congestion Relief Improvements

including Grade Separations; Bicycle and Pedestrian Improvements; and Regional Transit Connections.

Historically, the TA has executed separate funding agreements and memoranda of understanding (and associated amendments) for each phase of each project funded by Measures A and W. To streamline the contracting process, the TA has developed a new primary grant agreement (PGA) through which the TA and project sponsors will document the structure of their relationships and related obligations. Concise individual project supplements will detail each funded project and any specifically-associated requirements during the 10-year term of the PGA.

In order to be eligible for TA Measures A and W funding over the next 10 years, the TA requires sponsors' governing boards to adopt resolutions authorizing the sponsor's chief executive/mayor/chair, or designee, to sign a PGA with the TA. Please note that because the TA will be administering this agreement across numerous agencies, changes to the standard terms cannot be considered/accommodated.

To ensure continued eligibility for future Measures A and W funding, please:

1. arrange for your agency's governing body to adopt a resolution based on the attached sample; and
2. submit a copy of the final adopted resolution to Sophia Boey (boeys@samtrans.com); and
3. email Sophia with the name, title and email address of the authorized signatory for your agency's PGA, along with any additional required signatories (attorney/clerk/board secretary/etc.); and
4. Sign the agreement by March 1, 2025.

Thank you, and we look forward to continuing to partner with your agency. If you have any questions please reach out to Patrick Gilster, Director, Planning and Fund Management at gilsterp@samtrans.com.

RESOLUTION TEMPLATE

A RESOLUTION AUTHORIZING EXECUTION OF A PRIMARY GRANT AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY FOR FUTURE MEASURES A AND W FUNDING

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, [insert name of sponsor here] is eligible for funding under certain programs in the 1988 Transportation Expenditure Plan, 2004 Transportation Expenditure Plan, and/or 2018 Congestion Relief Plan; and

WHEREAS, the TA requires the Sponsor's governing board to adopt a resolution authorizing the Sponsor's [chief executive position/mayor/chair], or a designee, to sign a Primary Grant Agreement with the TA to receive Measures A and W grants over the next 10 years, and to take any other actions necessary to give effect to this resolution.

NOW, THEREFORE, BE IT RESOLVED that the governing board of [insert name of sponsor here]:

1. Authorizes the [chief executive position/mayor/chair], or designee, to execute a primary grant agreement with the San Mateo County Transportation Authority to be eligible to receive Measures A and W grants over the next 10 years; and
2. Certifies that any funds awarded by the TA will be used to supplement existing funds for program activities, and will not replace existing funds or resources; and
3. Authorizes the [chief executive position/mayor/chair], or designee, to take any other actions necessary to give effect to this resolution.

**PRIMARY GRANT AGREEMENT
SAN MATEO COUNTY TRANSPORTATION AUTHORITY
MEASURE A AND/OR MEASURE W FUNDS**

This Primary Grant Agreement (Agreement) is made [REDACTED] by and between the San Mateo County Transportation Authority (TA) and the [Project Sponsor] (Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on November 6, 2018, the voters of San Mateo County authorized a new one-half percent sales tax in San Mateo County for transportation purposes, and tasked the TA with administering four of the five transportation program categories described in the Congestion Relief Plan presented to the voters (Measure W); and

WHEREAS, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measures A/W Funds by Sponsor for capital projects.

Now therefore, the Parties agree as follows:

SECTION 1: Form of Agreements

1.1. Primary Grant Agreement. This Primary Grant Agreement outlines the general terms and conditions applicable to all TA allocations of Measures A/W Funds to Sponsor for capital projects. As allocations are made, the TA and Sponsor will enter into subsequent arrangements for each allocation (Project Supplements). From time to time the Parties may enter into Project Supplements with third parties for cosponsored projects.

1.2. Project Supplements. Each Project Supplement will be substantially in a form attached hereto as described in Exhibit A, "Form of Project Supplements " and will be attached to this Agreement and incorporated herein by this reference.

SECTION 2: Term and Termination

2.1. Term. The term of this Agreement will commence on Execution Date and will terminate after 10 years, unless terminated by Sponsor or the TA pursuant to this Section 2. Work begun under the Agreement will continue to be governed by this Agreement until the Scope of Work is complete.

2.2. Sponsor's Right to Terminate; Repayment upon Termination. Sponsor may at any time terminate the Agreement or a Project Supplement by giving ten (10) days' written notice to the TA of its election to do so. Upon such termination, Sponsor will not be reimbursed for any further Scope of Work Costs associated with the Agreement or the Project Supplement, as applicable, and will reimburse the TA for all monies paid by the TA and costs incurred by the TA in connection with the applicable Scope of Work as well as all reasonable costs and expenses incurred to effect such termination within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

2.3. Termination by the TA. The TA may terminate this Agreement or a Project Supplement, with or without cause, by giving ten (10) days' written notice of such termination.

If the TA terminates the Agreement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with all Scopes of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates a Project Supplement for Sponsor's default, Sponsor will reimburse the TA for all funds paid to Sponsor in connection with the Scope of Work for the applicable Project Supplement, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Sponsor of a detailed statement of such payments and costs.

If the TA terminates the Agreement or a Project Supplement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred thereunder by Sponsor up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

2.4. Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to each Scope of Work as established in each Project Supplement or the conclusion of the Term as defined in Section 2.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if Sponsor identifies a risk of not being able to complete a Scope of Work within budget. If Sponsor cannot provide a credible funding plan acceptable to the TA to fund and complete each Scope of Work, the Sponsor will be in default and the TA may terminate this Agreement. If Sponsor identifies a risk of not being able to complete each Scope of Work within budget, failure to report such risk to the TA constitutes default and is cause for termination under Section 2.3.

2.5. Supplementing Existing Revenue. Sponsor agrees that it will use funds provided pursuant to this Agreement to supplement existing revenue. Sponsor will not use Measures A/W Funds to replace other local taxes or revenues already programmed and available for use for the same purpose. Sponsor will use funds provided pursuant to this Agreement only for the Scope of Work for each Project Supplement.

2.6. Misuse of Funds. If the TA determines that Sponsor has used Measures A/W Funds other than for the approved Scope of Work or Project Costs, the TA will notify Sponsor of its determination. Within thirty (30) days of notification Sponsor will either (a) repay such funds to the TA, or (b) explain in writing how the funds in question were spent for the approved Scope of Work. The TA will respond to Sponsor's written explanation within thirty (30) days of receipt. Unless otherwise stated in the response, the TA's response will be final, and Sponsor will repay any funds used other than for the approved Scope of Work within thirty (30) days.

SECTION 3: Time of Performance

3.1. Time of Performance. The time of performance will be specified in each Project Supplement (Time of Performance).

3.2. Time Extension. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.1, Sponsor must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request and may grant the extension via a letter of concurrence if it is justified in TA's sole and complete discretion. Extensions longer than one (1) year will require a formal amendment to the Project Supplement. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of Measures A/W allocation will be retained by the TA for the Measures A/W Program.

SECTION 4: Insurance

4.1. Insurance. For the purposes of this Section, "Entity" is defined as any entity designing, approving designs and/or performing each Scope of Work specified in the Project Supplements funded by this Agreement. Entities may include Sponsor, a contractor of Sponsor, another body on behalf of which Sponsor submitted its funding application, and/or a contractor of such other body.

For each Project Supplement, all Entities will provide the appropriate insurance covering the work being performed as specified in the Project Supplement. The insurance requirements specified in this Section will cover each Entity's own liability and any liability arising out of work or services of Entity subcontractors, subconsultants, suppliers, temporary workers, independent contractors, leased employees, or any other persons, firms or corporations (hereinafter collectively referred to as "Agents") working on each Project (as defined in each Project Supplement). If Sponsor itself is an Entity, Sponsor must also provide its own insurance meeting the requirements of this Section.

a) Minimum Types and Scope of Insurance. Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be

incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.

- i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 million. Insurance must include a Waiver of Subrogation in favor of the TA.
- ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance will be specified in each Project Supplement. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance will be specified in each Project Supplement. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
- iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.
- v. Professional Liability Insurance. If specified in a Project Supplement, Professional Liability insurance should cover each Entity's and any Agent's professional work on the Project.
- vi. Cyber Liability Insurance. If specified in a Project Supplement, and if contract deals with Personally Identifiable Information (PII), then Professional Liability Insurance policy, should also include coverage for Cyber risk coverages including Network and Internet Security Liability coverage, Privacy coverage and Media coverage.
- vii. Employee Theft Insurance/Crime Insurance. If specified in a Project Supplement, then an Employee Theft Insurance policy covering the loss of money, securities or other property resulting from theft by employees. The policy should include Third-Party Crime or Client Crime coverage
- viii. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If specified in a Project Supplement, Contractors' Pollution Liability Insurance and/or Environmental Liability insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.

- ix. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate. On the Entity's Commercial General Liability insurance policy, the contractual liability exclusion for liability assumed shall be deleted.

- b) Special Requirement for Caltrain Shuttles. If Sponsor and/or Entity is operating shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Commercial General Liability, Business Automobile, and Pollution and/or Environmental Liability (if applicable) policies also must name as Additional Insureds: the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or severally.

- c) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.

- d) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

In the event that any policy contains a deductible or self-insured retention, and in the event that the TA seeks coverage under such policy as an additional insured, Sponsor will ensure that the policy holder satisfies such deductible to the extent of loss covered by such policy for a lawsuit arising from or connected with any alleged act or omission of the Entity or Agents, even if neither the Entity nor Agents are named defendants in the lawsuit.

- e) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
 - i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
 - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.

- iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support the indemnification requirements of this Agreement does not excuse Sponsor from meeting all obligations of the indemnification requirements and the remainder of this Agreement, generally.
- g) Prior to beginning work under this Agreement, Sponsor must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this Section.

SECTION 5: Additional Terms Applicable to Sponsor-Performed Capital Projects

The following additional terms apply when the Sponsor is performing the scope of work for capital projects as described in each Project Supplement.

5.1. Project Performance. Sponsor will oversee completion of the scope of work for each TA funded project as described in each Project Supplement (Scope of Work). Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with each such Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for completion of work, but Sponsor remains responsible to the TA for the completion of each Scope of Work.

5.2. Required Approvals. Prior to commencement of each Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for each Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project. All real property appraisals must comply with Uniform Standards of Professional Appraisal Practice (USPAP). Any right-of-way activities involving property on the Caltrans right-of-way must be conducted in accordance with the current version of the Caltrans Right-of-Way manual.

5.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of each Scope of Work and any change orders. As each Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements. Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in each Project Supplement.

5.4. Progress Reports. Sponsor will prepare and submit to the TA quarterly progress reports during the entire term of each Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of each Scope of Work and each Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 5.8 below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

5.5. Final Report. Within ninety (90) days of Sponsor's final acceptance of each Scope of Work and all incidental work, Sponsor must prepare and submit to the TA a final report detailing the following and all other relevant information:

- a) A description of the Project, including a statement detailing the overall progress and success of the Scope of Work and the Project, a compilation of any data collected during the active phase(s) of the Project, and changes/additions to the scope of the Project.
- b) Total costs for the Scope of Work, including an accounting of all Measures A/W Funds expended in connection with the Scope of Work, and reflecting any unexpended Measures A/W Funds.
- c) An explanation and the status of any outstanding obligations or potential obligations related to the Scope of Work.
- d) A discussion of any pertinent issues or problems that arose during the implementation of the Scope of Work.
- e) Any copies of press articles, press releases, newsletter articles and any other publicity materials regarding the Project.
- f) Written confirmation or, for the final project phase, a Project Close-out form that no further reimbursements associated with the Scope of Work are anticipated and that all draw-down requests have been made.
- g) Photographs for all construction projects that satisfactorily demonstrate: 1) site conditions before the project was implemented; 2) work in progress; and 3) completed improvements.

5.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs). Sponsor will contribute, or provide for the contribution of matching funds as specified in each Project Supplement. Sponsor also will contribute, or provide for the contribution of the entire amount in excess of the total project cost specified in the Project Supplement needed to complete each Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA. All funding obligations of the TA under this

Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

Sponsor will assess and confirm its ability to complete the Scope of Work described in each Project Supplement within budget as part of the quarterly reporting requirements established in 5.4, above. Sponsor must further notify the TA between reporting cycles if Sponsor determines that the budget will not be sufficient to complete each Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in applicable Project Supplements upon such notice, and until Sponsor develops a credible funding plan acceptable to the TA to fund and complete the associated Scope of Work.

5.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver each Scope of Work. Reimbursement for the following costs will require detailed documentation in accordance with generally-accepted accounting principles:
 - i. Scope of Work phases or components such as stakeholder/public outreach; development of planning studies, project initiation documents (PID), project study reports (PSR), environmental clearance and mitigation for up to three years following project completion, project approval and environmental document (PA&ED), project design, and plans specifications and estimates (PS&E); regulatory agency review; acquisition of right-of-way; construction, and construction management;
 - ii. Sponsor staff time for Scope of Work implementation;
 - iii. Project administration costs for each Scope of Work under this Agreement.
 - iv. Costs directly tied to the implementation of each Project Scope of Work as more specifically defined in Exhibit C, "Eligible Costs for Reimbursement," which is attached to this Agreement and incorporated herein by this reference. Eligible costs are defined in greater detail in Exhibit C. If Sponsor wishes to undertake items of work not covered under each Scope of Work concurrent with performing each Scope of Work, the cost for including and undertaking the additional work must be segregated, and the costs borne exclusively by the Sponsor from a non-Measures A/W Program funding source(s). In the event that an activity is not listed in Exhibit C but Sponsor believes that it is an eligible cost, Sponsor may request that the TA consider reimbursing the Sponsor for the activity. The TA will have sole discretion to grant or deny Sponsor's requests.
- b) The following costs are not eligible for Measures A/W Funds reimbursement:
 - i. Sponsor's costs which are unrelated to each Scope of Work;
 - ii. Costs for entering into this Agreement and each Project Supplement;

- iii. Maintenance, rehabilitation, routine operations of each Project or other facilities or programs except as specifically identified in the Scope of Work for each Project Supplement; and
- iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

5.8. Reimbursement Basis. Unless otherwise specified in the Project Supplement, Sponsor may seek reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due monthly progress reports.

5.9. Accounting and Request for Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Scope of Work accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of Scope of Work Costs. Sponsor will detail the TA's pro rata share of Scope of Work costs for all work funded under this Agreement with each "Reimbursement Claim Form," which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

5.10. Invoices; Payments.

- a) Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) For any property acquisitions for which Sponsor seeks reimbursement from the TA, Sponsor must provide the following supporting documentation for each property:
 - i. Copies of the final real estate appraisal and any appraisal review conducted on behalf of Sponsor;
 - ii. For any right-of-way activities involving property on the Caltrans right-of-way, written confirmation that the acquisition process was conducted in accordance with the then-current version of the Caltrans Right-of-Way manual;
 - iii. A Phase One Environmental Assessment and any recommended additional testing (unless waived by the TA);
 - iv. Copy of the offer package provided to the property owner(s);

- v. Copy of the Notice of Exemption or other required document for environmental clearance under CEQA/NEPA for the purchase of the property, and evidence of the date of filing such Notice; and
 - vi. Written justification acceptable to the TA of any settlement at an amount higher than the offer.
- c) For each voluntary real property transaction, Sponsor must also provide:
- i. Copy of the fully executed purchase and sale agreement;
 - ii. Copy of an executed and recorded deed, in a form consistent with the requirements set forth in the then-current Caltrans Right-of-Way manual;
 - iii. Copy of the Policy of Title insurance; and
 - iv. Copy of the final closing statement from the escrow.
- d) For each real property acquisition undertaken through condemnation, Sponsor must also provide:
- i. Copy of the recorded Final Order of Condemnation; and
 - ii. Copy of the litigation guarantee issued by a title insurer.
- e) Sponsor must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.
- f) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in each Project Supplement. The TA's obligation to reimburse Scope of Work Costs to Sponsor as provided in this Section is conditioned upon the TA's prompt receipt of quarterly progress reports from Sponsor.
- g) Invoices may be submitted, no more frequently than once a quarter, by e-mail to: invoices@smcta.com, accountspayable@samtrans.com, and the designated TA Project Manager at the email address specified in the Project Supplement.

Sponsor must submit a minimum of one reimbursement claim for each fiscal year (July through June) and no more frequently than quarterly. If Sponsor does not submit a reimbursement claim for two consecutive quarters (six months), then Sponsor will be deemed inactive. If the Sponsor does not submit a reimbursement claim within the next two quarters after being deemed inactive then project may be deprogrammed. Sponsor must submit a letter to the TA to seek administrative approval for an exemption.

5.11. Return of Project Cost Savings. Upon submission of the Final Report, if the total Scope of Work Costs are less than the amount specified in the Project Supplement, Sponsor will return to the TA that proportion of the Project cost savings that is equal to

the percentage of the original Scope of Work budget that consisted of Measure A/W Funds.

5.12. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement, each Scope of Work or each Project including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of each Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for each Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 6: Additional Terms Applicable to TA-Performed Capital Projects

The following additional terms apply when the TA is performing the scope of work for capital projects as described in each Project Supplement (Scope of Work).

6.1. Funding Commitment. The TA will provide in lieu contributions, expenditures on consultants, and/or funds up to the amount specified in each Project Supplement for the Scope of Work tasks specified in the Project Supplement (Scope of Work Costs).

6.2. Cost Savings. Any cost savings of the funds allocated for each Project Supplement will revert to the applicable program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.

6.3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work specified in a Project Supplement, the TA will identify the additional amounts needed and review those estimates with the Sponsor. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work for the Project Supplement. If additional funding is needed due to a change in the Project Supplement Scope of Work, as requested by the Sponsor, the TA will identify the additional amounts needed and review those estimates with the Sponsor. In such case, it is the responsibility of the Sponsor to identify the potential sources of funding, as well as obtain the necessary funds to complete the changed Project Supplement Scope of Work. The TA may consider requests for additional funding, but is under no obligation to grant such requests.

6.4. TA Responsibilities. For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The TA will perform and complete the Scope of Work, either through its own forces or the use of one or more third-party consultants or contractors.
- b) The TA will make available to the Project up to the amount(s) specified in the Project Supplement(s) for the Scope of Work.
- c) For purposes of delivering the Scope of Work, the TA agrees to perform the following tasks, unless otherwise specified in a Project Supplement:
 - i. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget;
 - ii. Provide technical oversight for performance of the Scope of Work;
 - iii. Lead coordination with Caltrans and/or other permitting agencies as necessary for the Scope of Work;
 - iv. Obtain the necessary permits and approvals required for the Scope of Work;
 - v. Procure and administer the consultant/contractor services to complete the Scope of Work;
 - vi. Organize and facilitate regular meetings of a Project Development Team (PDT), the Sponsor and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
 - vii. Keep Sponsor apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
 - viii. Consult with Sponsor where necessary/appropriate.
- d) To the extent applicable, the TA will execute an agreement with Caltrans for oversight services associated with the Scope of Work.
- e) The TA will prepare and provide to Sponsor status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
- f) The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under each Project Supplement. The TA will also track the accumulation and expenditure of funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

6.5. Sponsor Responsibilities. For purposes of delivering the Scope of Work, the Sponsor agrees to perform the following tasks, unless otherwise specified in a Project Supplement:

- a) The Sponsor will be responsible for championing the effort of obtaining political and public support for the Project.
- b) The Sponsor will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
- c) The Sponsor will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
- d) The Sponsor will actively participate in the PDT meetings related to the Scope of Work.
- e) The Sponsor may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
- f) The Sponsor may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials; however, the TA retains authority to accept or reject contractor/consultant work.
- g) The Sponsor will approve or endorse, in writing, the final deliverables or work products produced by the TA and/or its contractors/consultants for the Scope of Work.
- h) The Sponsor will review progress reports prepared and provided by the TA.
- i) The Sponsor may, at its discretion, review and audit invoices and other documentation of the expenditure of funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of allocated funds on the Project.

6.6. Indemnification.

- a) Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.

- b) Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
- c) The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
- d) This indemnification will survive termination or expiration of this Agreement.

SECTION 7: Additional Terms Applicable to Shuttle Operations

The following additional terms apply to shuttle projects as described in each Project Supplement (Project).

7.1. Sponsor Oversight; Work Plan. Sponsor is responsible for implementation of the Project as described in each Project Supplement. Sponsor assumes responsibility for procuring and administering any professional service and/or other contracts entered into in connection with the Project.

Though Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Project implementation, Sponsor will remain ultimately responsible to the TA for performance of all responsibilities set forth herein.

7.2. Required Approvals. Prior to commencement of each Project, Sponsor or its designee (e.g., a consultant) will obtain all required local, state and federal approvals and permits for Project work. In addition, Sponsor must comply with all federal, state and local laws and regulations applicable to the Project.

7.3. Contract Award and Scope Changes. Sponsor must comply with state and local agency requirements for the award and amendment of any contract(s) for the implementation of each Project. Sponsor must advise the TA in writing (electronic mail is acceptable) as soon as possible of any contracts awarded and any amendments thereto, such as for any changes in service. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

7.4. Monthly & Annual Operations Reports. Within eight (8) calendar days after the end of each month a given Project Supplement is in effect, Sponsor or its agent must submit to the TA a monthly operations report (Operations Report) based on National Transit Database (NTD) reporting requirements, attached as Exhibit E, "National Transit Database Reporting Requirements." The Operations Report must include such items as the average daily ridership of the Project, and the Project's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be

deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. Sponsor or its agent must review all required reporting for accuracy prior to submittal to the TA. The form of all reports must be determined by the TA. Within eight (8) calendar days of the end of the performance of the work under a Project Supplement, and/or any extension thereof, Sponsor or its agent must submit to the TA an annual report on the same statistics. All Operations Reports must be submitted via Excel spreadsheet or other format as approved by the TA to shuttles@samtrans.com or as specified in the Project Supplement.

7.5. Quarterly Progress Reports. Sponsor must prepare and submit to the TA quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the Project. Reports must be presented in the form provided as Exhibit F, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this Agreement and incorporated herein by this reference, or in other formats specified by the TA. The reports must describe Project performance and expenditures during the previous quarter.

The reports must include actions expected to be taken and any projected changes in the service plan / schedule during the next quarter, and any other information requested by the TA. Additionally, each progress report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement.

7.6. Annual Report. By October 1 of each year, Sponsor must provide the TA with an annual report in the form provided as Exhibit F, or in other formats specified by the TA, summarizing the quarterly progress reports from the prior fiscal year.

The reports must include actions expected to be taken and any projected changes in the service plan /schedule for the next year (if the Project is continuing), and any other information requested by the TA. Additionally, each Annual report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit F as well as the ability of Sponsor to meet the conditions outlined in this Agreement for the next year (if the Project is continuing). If the Annual Report is submitted after the second year of the Time of Performance, the Annual Report should include written confirmation that no further reimbursements associated with the Project are anticipated and that all reimbursement requests have been made or are being submitted with the Annual Report.

7.7. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement for reimbursement of expenditures related to the Project (Project Costs). The Sponsor will contribute, or provide for the contribution of matching as specified in each Project Supplement, as well as the entire amount in excess of TA's allocation needed to implement the Project. The TA's funding commitment under this Agreement in no way establishes a right for the Sponsor to receive additional funding from the TA.

All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated, or if Sponsor receives funding for Project Costs from other sources which allow Sponsor to provide more than the matching funds specified in the Project Supplement over the term of the Agreement.

The Sponsor will assess and confirm its ability to implement the Project within budget as part of the quarterly reporting requirements established in Section 7.5, above. The Sponsor must further notify the TA between reporting cycles if the Sponsor determines that the budget will not be sufficient to implement the Project. The TA retains authority to suspend its funding obligation as set forth in Section 2.4 of this Agreement upon such notice, and until the Sponsor develops a credible funding plan acceptable to the TA to fund and implement the Project.

7.8. Reimbursement Basis. Sponsor may seek reimbursement for Project Costs incurred on or after the Execution Date. Project Costs must be incurred and paid by the Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.

7.9. Accounting and Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Project accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of costs for the Project. Sponsor will detail the TA's pro rata share of Project Costs for all work funded under this Agreement with each "Reimbursement Claim Form" which is attached to this Agreement as Exhibit D and incorporated herein, or in other formats specified by the TA. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

7.10. Invoices; Payments. Once per quarter following submission of the quarterly progress reports, Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, timesheets, backup documentation, checks and payment advice, and must include an accounting of the TA's share of costs for the Project as contemplated by this Agreement.

Claims and supporting documentation for reimbursement may be submitted by e-mail to: accountspayable@samtrans.com and invoices@smcta.com

The TA will endeavor to disburse reimbursements for approved Project Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in the Project Supplement. The TA's obligation to reimburse Project Costs to the Sponsor as provided in this section is conditioned upon the TA's prompt receipt of reports from Sponsor pursuant to Sections 7.4–7.6, above.

7.11. Indemnity by Sponsor. The Sponsor will indemnify, keep and save harmless the TA (and, if the Project includes shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and each of its/their directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or
- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

The Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the other agencies or individuals enumerated above in any such action, the Sponsor will, at its expense, satisfy and discharge the same.

This indemnification will survive termination or expiration of the Agreement.

SECTION 8: Additional Terms Applicable to All Other Project Supplements for Operations

The following additional terms apply to operational projects as described in each Project Supplement (Project).

8.1. Sponsor Oversight; Work Plan. Sponsor is responsible for the completion of the Scope of Work as described in each Project Supplement. Sponsor is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. Sponsor will oversee completion of the Scope of Work. Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but Sponsor remains responsible to the TA for the completion of the Scope of Work.

8.2. Required Approvals. Prior to commencement of the Scope of Work, Sponsor or its designee (e.g., a consultant) will obtain all applicable local, state and federal approvals and permits for the Scope of Work. In addition, Sponsor must comply with all applicable federal, state and local laws and regulations applicable to the Project.

8.3. Contract Award and Change Orders. Sponsor must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any amendments. As the Scope of Work proceeds, Sponsor must advise the TA of any contracts awarded and amendments as part of the regular progress reporting requirements pursuant to Section 8.4 below. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA of the contracts and amendments nor obligate the TA to provide funds in excess of its maximum contribution stated in the Project Supplement.

8.4. Progress Reports. For each of the projects in the Scope of Work, Sponsor will prepare and submit to the TA quarterly progress reports as the program proceeds and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B, or in other formats specified by the TA. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;

- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 8.8, below) projected to be expended during the next three months; and
- e) Any other information requested by the TA.

8.5. Closeout. Within ninety (90) days of Sponsor's final acceptance of the Scope of Work and all incidental work, Sponsor must notify the TA with a final closeout letter detailing the following and all other relevant information: Total costs for the Scope of Work, including an accounting of all Measures A/W expended in connection with the Scope of Work, and reflecting any unexpended Measure A/W Funds.

8.6. Funding Commitment. The TA allocates to Sponsor up to the amount specified in each Project Supplement related to the Scope of Work (Scope of Work Costs). Funds cannot be transferred between projects without separate approval from the TA. The TA Executive Officer, or designee, can approve funds transfers administratively with a letter. The TA's funding commitment under this Agreement in no way establishes a right for Sponsor to receive additional funding from the TA.

8.7. Use of Funds.

- a) Measures A/W Funds must be used only for direct eligible costs to complete the Scope of Work. The Sponsor is responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work.
- b) The following costs are not eligible for reimbursement:
 - i. Sponsor's costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;
 - iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs; and
 - iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.

8.8. Indemnity by Sponsor.

Sponsor will indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions related to the performance of the Scope of Work or the Project including, but not limited to, those arising out of any of the following:

- a) Any injury to persons or property that may occur, or that may be alleged to have occurred, arising from the performance of the Project or implementation of this Agreement; or

- b) Any allegation that materials or services developed, provided or used for the Project infringe or violate any copyright, trademark, patent, trade secret, or any other intellectual-property or proprietary right of any third party.

Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the individuals enumerated above in any such action, Sponsor will, at its expense, satisfy and discharge the same. This indemnification will survive termination or expiration of the Agreement.

SECTION 9: Miscellaneous

9.1. Access to Records and Record Retention. At all reasonable times, Sponsor will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for each Scope of Work by Sponsor or any contractor or consultant of Sponsor. Sponsor will also make available to the TA upon request any professional service agreements, change orders and any other agreements that are related to each Scope of Work. Sponsor will provide copies of any documents described in this Section to the TA upon request. Sponsor will retain all records pertaining to each Scope of Work for at least three years after completion of each Project.

9.2. Audits. The TA, or its authorized agents, may, at any reasonable time during business hours, conduct an audit of Sponsor's performance under this Agreement. Sponsor will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Sponsor which the TA reasonably determines to be relevant to this Agreement.

Sponsor will transmit to the TA the Independent Auditor's Report prepared for Sponsor's Annual Comprehensive Financial Report within thirty (30) days of receipt by Sponsor and highlight the section that pertains to the Measures A/W Funds.

9.3. No Waiver. No waiver of any default or breach of any covenant of this Agreement by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.

9.4. Assignment. Parties are prohibited from assigning, transferring or otherwise substituting their interests or obligations under this Agreement without the written consent of all other Parties.

9.5. Governing Law. This Agreement is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.

9.6. Compliance with Laws. In performance of this Agreement, the Parties must comply with all applicable Federal, State and local laws, regulations and ordinances.

9.7. Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the TA or Sponsor to liability under, the Americans

with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.

9.8. Modifications. This Agreement may only be modified in a writing executed by both Parties.

9.9. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this Agreement, the prevailing Party in said proceedings is entitled to its costs, including reasonable attorneys' fees.

9.10. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractors and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship other than that of Independent Contractor.

9.11. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for, in the process of being assembled or prepared by or for, or furnished to Sponsor under this Agreement, are the joint property of the TA and Sponsor, and will not be destroyed without the prior written consent of the TA. The TA is entitled to copies and access to these materials during the progress of the Project and upon completion or termination of the Project or this Agreement. Sponsor may retain a copy of all material produced under this Agreement for its use in its general activities. This Section does not preclude additional shared ownership of work with other entities under contract with Sponsor for funding of the Project.

9.12. Non-discrimination. Sponsor and any contractors performing services on behalf of Sponsor will 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.

9.13. Attribution to the TA. Sponsor must include attribution that indicates work was funded with "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds from the TA." This provision applies to any project, or publication, that was funded in part or in whole by "Measure A Funds" or "Measure W Funds" or "Measures A/W Funds." Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents. Sponsor must comply with the TA's External Attribution Guide which may be updated from time to time and will be available on the TA's website.

9.14. Warranty of Authority to Execute Agreement. Each Party to this Agreement represents and warrants that each person whose signature appears hereon is authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.

9.15. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this Agreement, or the application thereof, will remain in full force and effect.

9.16. Electronic Signatures. This Agreement may be executed through the use of digital or electronic signatures in accordance with Government Code Section 16.5. The presence of an electronic signature on this Agreement will be construed as the Parties' consent to do business electronically.

9.17. Counterparts. This Agreement may be executed in counterparts.

9.18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below (Execution Date).

[SPONSOR]

By: _____
Name: _____
Its: _____
Date: _____

Approved as to Form:

Legal Counsel for the **[SPONSOR]**
Date: _____

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

By: _____
Name: April Chan
Its: Executive Director
Date: _____

Approved as to Form:

Legal Counsel for the TA
Date: _____

- Exhibit A: Form of Project Supplements
- Exhibit B: Progress Reporting Template
- Exhibit C: Permissible Costs for Reimbursement
- Exhibit D: Reimbursement Claim Form
- Exhibit E: National Transit Database Reporting Requirements
- Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

Exhibit A: Form of Project Supplements

SECTION A: Primary Agreement

The San Mateo County Transportation Authority (TA) and [Project Sponsor] (Sponsor) entered into a Primary Grant Agreement on _____, 20__ (Primary Agreement).

This Project Supplement is entered into on _____, 20__ pursuant to the Primary Grant Agreement and is subject to the terms set forth therein.

SECTION B: Project Background

Measure(s):

- Original Measure A
- New Measure A
- Measure W

Program Category:

Measure A	Measure W
<input type="checkbox"/> Transit	<input type="checkbox"/> Countywide Highway Congestion Improvements
<input type="checkbox"/> Highways	<input type="checkbox"/> Local Safety, Pothole & Congestion Relief Improvements – Local Investment Share
<input type="checkbox"/> Local Streets/Transportation	<input type="checkbox"/> Local Safety, Pothole & Congestion Relief Improvements – Grade Separation
<input type="checkbox"/> Grade Separations	<input type="checkbox"/> Bicycle and Pedestrian Improvements
<input type="checkbox"/> Pedestrian and Bicycle	<input type="checkbox"/> Regional Transit Connections
<input type="checkbox"/> Alternative Congestion Relief Programs	

Program Subcategory (if applicable):

Project: [Add project name]

Scope of Work: [Specify phase(s)]

Scope of Work Costs: [Specify amount programmed and allocated for each phase]

TA Technical Assistance (if applicable):

Date Funding Programmed:

Date Funding Allocated:

Applicable Resolutions (attached):

Additional Terms: The following Agreement Section(s) apply to this Project Supplement:

- Section 5 (Additional Terms Applicable to Sponsor-Performed Projects)
- Section 6 (Additional Terms Applicable to TA-Performed Projects)
- Section 7 (Additional Terms Applicable to Shuttle Operations)
- Section 8 (Additional Terms Applicable to All Other Project Supplements for Operations)

SECTION C: Invoices; Payments [ALTERNATIVE CLAUSE TO AGREEMENT SECTION 5.10(a) – DELETE IF NOT APPLICABLE]

Section 5.10(a) of the Agreement does not apply to this Project Supplement. Instead, the TA will make one upfront lump sum payment of \$ _____ to the Sponsor to complete the Scope of Work.

SECTION D: Matching Funds

Sponsor will contribute, or provide for the contribution of, the entire amount in excess of \$ _____ needed to complete the Scope of Work [and must provide at least ___% pro rata share of the Scope of Work Costs.]

OR

Sponsor agrees to contribute the matching funds to the TA in one upfront lump sum payment of \$ _____ (Matching Funds) following Sponsor's approval of an invoice from TA describing the expenses to which the Matching Funds will be applied, subject to the following terms and conditions:

TA agrees that the Matching Funds are to be expended solely for the Project and agrees to: (i) prioritize application of the Matching Funds to expenses under the Scope of Work with the objective of utilizing all of the Matching Funds not later than _____; (ii) promptly return to Sponsor any and all unspent Matching Funds upon termination of the Project Supplement, or, absent termination, that have not been expended for the Project by _____.

SECTION E: Description of Scope of Work

Sponsoring Agency:

Lead/Implementing Agency:

Contact:

Project Description and Scope of Work:

Project Schedule:

Begin _____ End

Project Budget/ Source of Funding:

Include funding plan for the project defined above, including use of TA Technical Assistance if applicable

* The other fund sources are provided for informational purposes.

Operating Responsibility:

Maintenance Responsibility:

Project Implementation Responsibility:

Project Oversight Responsibility:

SECTION F: Third Party Roles

1. Third Party Roles. The [THIRD PARTY] is responsible for [LIST ALL RELEVANT RESPONSIBILITIES] for the Project.
2. Caltrans Roles. Caltrans as owner operator of the facility proposed for modification is responsible for reviewing and approving the [RELEVANT DOCUMENTS] for the Project.
3. Other Agreements. A Cooperative Agreement must be executed between Caltrans and the TA that lists the terms and conditions, roles and responsibilities and fee payment associated with Caltrans' review and approval of the [RELEVANT DOCUMENTS].

SECTION G: Time of Performance

1. Time of Performance. The Scope of Work must be completed no later than the end of [] quarter, Fiscal Year 20 []-20 [] (the TA's fiscal year runs July 1 through June 30).
2. Timely Use of Funds. Sponsor must expend Measures A/W funds expeditiously. If Sponsor fails to invoice the TA for two consecutive quarters, the TA will require a meeting with Sponsor's executive and Project staff to review project progress. A Project Supplement found to be non-compliant with this requirement may be terminated for default by the TA.

SECTION H: Notice

Notices. All notices required or permitted to be given under this Agreement, be in writing and delivered by email to the addresses specified below. Notices will be deemed given when the email was sent. A recipient’s failure to acknowledge receipt of the emailed notice will not affect the effectiveness of notice if (a) the sender can show that the notice was properly addressed and sent by email, and (b) the sender did not receive any email system notification that the email could not be delivered.

To TA: San Mateo County Transportation Authority
 1250 San Carlos Avenue
 P.O. Box 3006
 San Carlos, CA 94070-1306
 Attn: TA Secretary and Executive Director
Emails:

To **[Sponsor]: [Sponsor]**
ADDRESS LINE ONE
ADDRESS LINE TWO
 Attn: **Project Sponsor Contact**
TITLE
Email:

In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA’s address will be at that location.

SECTION I: Insurance *[The TA and Sponsor will determine what types and levels of insurance are required for each Project Supplement]*

The following types of insurance are required for this Project Supplement. See Section 6 of the Primary Agreement for additional requirements.

Insurance Type	Required	Coverage Amount
Workers’ Compensation and Employer’s Liability Insurance	Yes	Statutory limits for Workers’ Compensation and at least \$1 million for Employers Liability.
Commercial General Liability Insurance	Yes	<p>[\$1/5/10 million]</p> <ul style="list-style-type: none"> • For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases and for operations. • For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases. • For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and

		<p>Construction Phases.</p> <ul style="list-style-type: none"> • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases.
Business Automobile Liability Insurance	Yes	<p>[\$1/5/10 million]</p> <ul style="list-style-type: none"> • For all projects: \$1M for Project Planning, Project Initiation, Project Approval & Environmental Design and Right of Way Phases. • For capital projects with budgets of up to \$10M (e.g., road widening): \$1M for Design and Construction Phases. • For capital projects with budgets between \$10M and \$40M (e.g., freeway interchange): \$5M for Design and Construction Phases. • For capital projects with budgets of \$40M or more: \$10M limits for Design and Construction Phases. • For operations projects: \$10M
Property Insurance	Yes	
Professional Liability Insurance	[Yes/No]	<p>[\$1/2/5 million]</p> <p>For most projects with professional liability exposure, such as consulting: At least \$1 million</p> <p>For capital projects with some design: At least \$2 million.</p> <p>For capital projects with significant design: At least \$5M.</p>
Cyber Liability Insurance	[Yes/No]	<p>If contract deals with Personally Identifiable Information (PII): At least \$1 million and part of the Professional Liability Insurance program.</p>
Crime Insurance	[Yes/No]	<p>If Entity’s employees have access to funds, securities and other property: At least \$250,000 for Employee Dishonesty Insurance and \$250,000 for Third-Party/Client Property.</p> <p>If Entity has access to significant funds, securities or other property: Limits should reflect cumulative exposure.</p>
Contractors’ Pollution Liability Insurance and/or Environmental	[Yes/No]	At least \$1 million

Liability Insurance		
Railroad Protective Liability Insurance	[Yes/No]	At least \$2 million per occurrence and \$6 million annual aggregate

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the last date written below.

[SPONSOR]

By: _____
 Name: _____
 Its: _____
 Date: _____

Approved as to Form:

 Legal Counsel for the **[SPONSOR]**
 Date: _____

**SAN MATEO COUNTY TRANSPORTATION
 AUTHORITY**

By: _____
 Name: April Chan
 Its: Executive Director
 Date: _____

Approved as to Form:

 Legal Counsel for the TA
 Date: _____

Exhibit B: Progress Reporting Template

REPORTING PERIOD: FROM mm/dd/yyyy TO mm/dd/yyyy

SMCTA Project # 00XXX – [Project Title/Phases]
[Carryover to additional pages as necessary]

Contact: [Name, Title, Phone, email, address]

1) Scope:

[Describe Scope of Work here, specify Project limits, phases of Project. Identify the [Original Measure A and/or New Measure A and/or Measure W] funded components]

Status Summary: [Provide Status]

Issues: [List any issues, i.e. potential scope changes]

2) Schedule:

Major Milestones:

	<u>Original Baseline</u>		<u>Current Baseline</u>		<u>Current Forecast</u>	
	<u>Start</u>	<u>Finish</u>	<u>Start</u>	<u>Finish</u>	<u>Start</u>	<u>Finish</u>
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY
[Activity]	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY	MM/DD/YY

Progress This Reporting Period:

[Describe progress and activities]

[Original Measure A and/or New Measure A and/or Measure W] Funds Expended This Reporting Period: \$

Future Activities, Next Reporting Period:

[Describe planned future activities]

Projected [Original Measure A and/or New Measure A and/or Measure W] Funds Expenditure Next Reporting Period: \$

Issues: [List any issues, such as impacts to schedule]

3) Scope of Work Total Budget:

	A	B	C	D	E	F
Phase/Activity	Original Budget (per Funding Agreement)	Updated Cost Estimate	Total Change from Approved (B-A)	Total Expended to Date	% of Revised Budget Expended (D/B)	% of Work Completed
			-		0.00%	0.00%
			-		0.00%	0.00%
			-		0.00%	0.00%
Total Project	-	-	-	-	#DIV/0!	

4) Scope of Work [Original Measure A and/or New Measure A and/or Measure W] Budget:

	A	B	C	D	E	F
Phase/Activity	Original allocation (per Project Supplement)	Current allocation (Per Amendments)	Change in allocation from Project Supplement (B-A)	Total Measure [A/W] Expended to date	% of current allocation expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
<i>Total Scope of Work</i>	\$0	\$0	\$0	\$0	#DIV/0!	

Issues: [List any issues, i.e. potential cost increases]

5) Funding: [List additional sources as needed, Fill out the following matrix for each phase for the Scope of Work. i.e. environmental, design, etc.]

	Original	Original %	Current	Current %	Estimated at Completion	EAC %
	Contribution		Contribution		Contribution	
SMCTA		#DIV/0!		#DIV/0!		#DIV/0!
Others:						
Federal (specify)		#DIV/0!		#DIV/0!		#DIV/0!
State (specify)						#DIV/0!
Other (specify)						
Total	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!

Issues: [List any issues such as changes in non-Measure [A/W] funding]

Submit Progress Reports To: invoices@smcta.com or
 SMCTA
 Planning & Development
 1250 San Carlos Avenue
 San Carlos, CA 94070¹

¹ In 2025, the TA plans to relocate its administrative building to 166 N. Rollins Road in Millbrae, California and when that occurs, the TA's address will be at that location.

Exhibit C: Eligible Costs for Reimbursement

Program / Promotions – activities pertaining to marketing/promotional programs detailed in the Scope of Work.

Planning – activities necessary to implement planning studies covered under the Scope of Work.

Project Initiation Documents (PID) – activities necessary to complete PIDs covered under the Scope of Work.

Environmental Studies – environmental studies costs, including determination of the appropriate environmental document, preparation of all preliminary engineering for each alternative, including geomantic layouts, determination of right-of-way needs, environmental technical studies (such as air, noise, energy, cultural resources and hazardous waste), and all other studies or activities necessary to prepare and finalize the appropriate documents for Project and environmental approval.

Design – design activities such as preparation of design studies; materials and foundation reports; drainage, hydrology and hydraulic reports; surveying and mapping; preparation of the plans, specifications and estimate; preparation of bid documents and Project files; preparation of permit applications and maintenance agreements; coordination of agency reviews and any other activities necessary to prepare final plans specifications and estimate (PS&E) for bid advertisement and award; and management oversight of these tasks except as limited in the Agreement.

Right-of-Way Acquisition – all activities related to right-of-way including determination of right-of-way needs; title searches; preparation of appraisal maps, legal descriptions and plat maps; parcel appraisals and appraisal reviews; hazardous materials-testing and analysis; preparation of right-of-way acquisition documents; activities involved with acquiring rights-of-way including negotiation with property owners and cost associated with condemnation proceedings (including legal costs, expert witness costs, etc., but not including costs related to claims for inverse condemnation), right-of-way capital costs and cost-to-cure impacts related to the acquisition. To the extent allowed by law, Sponsor will undertake all best efforts so that cleanup of existing hazardous materials will remain the liability of the property owner.

Services provided for right-of-way activities involved with property not necessary for the Measure A or Measure W Highway Program-funded Project as defined in the Scope of Work, and the associated costs for all such property, will be at the sole expense of the Sponsor.

Any property not used for construction of the Project, or used for any purpose other than construction of the Project as defined in the Scope of Work, should be identified and the funding agencies should be informed. Any excess right-of-way will be identified as early as possible in the Project design process and sold. The proceeds from the sale of such property must be returned to the funding agencies, prorated based on the percentage of funds each agency contributed to the purchase of the property.

Construction – construction expenditures for the Project (construction capital, management and inspection, surveys, public outreach, and related activities) that are part of the Scope of Work agreed to by the TA. Sponsor must submit all change orders over \$50,000 to the TA for

review and written approval before the TA will reimburse the Sponsor with Measure A Funds or Measure W Funds.

In addition, Measures A and W Funds are eligible for reimbursement of Sponsor's Project management oversight expenses associated with the construction of the Project. This would include activities such as construction management inspection, expenses associated with reviewing proposed change orders, and activities involved with submitting final costs to the appropriate agencies to secure other leveraged funds. Expenditure of Measure A and Measure W Funds remains subject to the limits set forth in the Agreement.

The Sponsor may include additional work beyond the Scope of Work for the Project at its own expense. The TA will require these costs to be segregated from the other item work expenses and paid for with non-Measure A or Measure W Highway Program funds.

Miscellaneous – fees from other agencies, including permit fees or reimbursement for review or oversight costs needed for the Project are eligible costs. However, the cost of permits or fees from the Project Sponsor will not be eligible. Utility relocation costs are eligible for reimbursement according to previous agreements establishing rights for those utilities. The costs for specialized equipment for testing, analysis or production of documents for Project-related work are also eligible.

Exhibit D: Reimbursement Claim Form

Exhibit D
REIMBURSEMENT CLAIM
San Mateo County Measure A/W Funds

SMCTA Project ID:
SMCTA Project Allocation:
Claim Date:
Claim Number:
Claim Period:
Claim Amount: **\$0.00**

Consultant/Contractor/ Vendor	Invoice #	Invoice Total	Funding Source				Prior Total Measure A/W \$	Life to Date Measure A/W \$	Measure A/W Budget Balance		
			Fund Source1	% of Ttl	Fund Source2	% of Ttl				Measure A/W Ttl	
				####		####		####			
				####		####		####			
				####		####		####			
				####		####		####			
Total		-	-	####	-	####	-	#### \$	-	-	-

Quarterly Progress Report included? Y/N

Please issue check payable to: Agency
 Contact person
 Address

Exhibit E: National Transit Database Reporting Requirements

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) or Other than Urbanized Area (Rural) Formula Program (§5311) are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data is used to apportion over \$5 billion of FTA funds to transit agencies in urbanized areas (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Below is a partial list of reported elements that may change at any time. For additional information, please go to the National Transit Database website at: <https://www.transit.dot.gov/ntd>.

- a) **Deadhead (Miles/Hours):** The miles and hours that a vehicle travels when out of revenue service.
 - i) Deadhead includes:
 - 1) Leaving or returning to the garage or yard facility;
 - 2) Changing routes;
 - 3) When there is no expectation of carrying revenue passengers;
 - ii) However, deadhead does not include:
 - 1) Charter service;
 - 2) School bus service;
 - 3) Operator training;
 - 4) Maintenance training;
- b) **Fuel Consumed:** The quantity of fuel consumed for the service (by fuel type);
- c) **Mechanical System Failure - Major:** A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns;
- d) **Mechanical System Failure - Other:** A failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Any mechanical problem that delayed service more than five minutes, even if no Road Call was required;
- e) **Passenger Miles Traveled (PMT):** The cumulative sum of the distances ridden by each passenger;
- f) **Reportable Incident:** A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:
 - i) A fatality confirmed within 30 days of the incident;
 - ii) An injury requiring immediate medical attention away from the scene for one or more persons;

- iii) Property damage equal to or exceeding \$25,000;
 - iv) An evacuation for life safety reasons; or
 - v) A mainline derailment.
- g) **Revenue Service (Miles, Hours, and Trips):** The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Vehicles operated in fare free service are considered in revenue service.
- i) Revenue service includes:
 - 1) Layover / recovery time.
 - ii) Revenue service excludes:
 - 1) Deadhead
 - 2) Vehicle maintenance testing
 - 3) School bus service, and
 - 4) Charter service.
- h) **Total Service (Miles or Hours):** The time or miles from when a transit vehicle starts (pull-out) from a garage to go into revenue service to the time or miles it returns to the garage (pull-in) after completing its revenue service.
- i) Since total service covers the time or miles between:
 - 1) Pullout; and
 - 2) Pull-in;
 - ii) It therefore includes both:
 - 1) Deadhead; and
 - 2) Revenue service;
- i) **Unlinked Passenger Trips (UPT):** The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

Exhibit F: Quarterly/Annual Shuttle Program Progress Report Form

C/CAG AGENDA REPORT

Date: November 21, 2024

To: Congestion Management Program Technical Advisory Committee

From: Jeff Lacap, Transportation Systems Coordinator

Subject: Receive information on regional project and funding related items.

(For further information or questions, contact Jeff Lacap at jlacap@smcgov.org)

RECOMMENDATION

That the Technical Advisory Committee receive information on regional project and funding related items.

FISCAL IMPACT

None.

SOURCE OF FUNDS

N/A

BACKGROUND

C/CAG staff routinely attends meetings hosted by the Metropolitan Transportation Commission (MTC) and receives information distributed from MTC and Caltrans pertaining to federal funding, project delivery, and other regional policies that may affect local agencies. Attached to this report includes relevant information from MTC and Caltrans.

Project Delivery & Caltrans Updates*FHWA Policy for Inactive Projects*

Caltrans requires administering agencies to submit invoices at least once every 6 months from the time of obligation (E-76 authorization). The current inactive list is attached (Attachment 1). Project sponsors are requested to visit the Caltrans site regularly for updated project status at: <https://dot.ca.gov/programs/local-assistance/projects/inactive-projects>

Please continue to send invoices in a timely matter to Caltrans or inform the Department of any unanticipated delays. Obligated funds should be spent and invoiced for reimbursement within 6 months. Projects not ready to be encumbered or awarded within 6 months should not be obligated.

Pavement Management Program (PMP) Certification

The current PMP certification status listing is attached (Attachment 2). Jurisdictions without a certification will have projects removed from MTC's obligation plans until their PMP certification is in good standing. Contact Sui Tan at stan@bayareametro.gov if you need to update your certification.

Lapsed Project End Dates

Please review the Caltrans Project End Date (PED) lookahead report (Attachment 3). Please work with Caltrans Local Assistance to take appropriate action.

Any work done on projects past the PED is not eligible for reimbursement. PEDs should be extended prior to the expiration of the current PED. If a PED is extended after its lapse, then the work done during the lapsed period is not reimbursable. PEDs must be extended through an E-76 modification. The E-76 approval process is expected to take at least 4 weeks.

Caltrans Division of Local Assistance (DLA), Office of Project Implementation provides guidance and support to local agencies in managing the Federal-aid projects. The Project End Date (PED), analogous to the previously used Agreement End Date (AED), is the date that an agency estimates to identify the end of a project phase's Period of Performance (end of Federally participating work). It is defined as the date after which no additional federally participating costs may be incurred for an authorized phase of work.

The look ahead report attached lists projects with (i) expired PED, (ii) PED to expire within the next three months, (iii) PED to expire within the next 6 months and (iv) PED to expire in more than 6 months but with lapses in the past. The purpose of this list is to alert local agencies of expired or expiring PEDs, so they can initiate PED extension requests where necessary and/or contact DLAEs for further assistance. Projects with final invoices submitted do not require a PED extension.

New Version of LAPM 3-A: Project Authorization / Adjustment Request & LAPG 25-A: Allocation/Time Extension Form

A new version of Local Assistance Procedure Manual 3-A (LAPM 3-A): Project Authorization / Adjustment Request has been released by Caltrans and is available for download. Click here to download: <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmID=DOTLAPM3A>

A new version of Local Assistance Program Guidelines (LAPG) 25-A: Allocation/Time Extension Form has been released and is available for download. Click here to download: <https://forms.dot.ca.gov/v2Forms/servlet/FormRenderer?frmID=DOTLAPG25A>

FY 2023-24 Local Streets and Roads Program Annual Expenditure Reporting - Due December 2nd

Per Streets and Highways Code Section 2034(b), each fiscal year in which a city or county

receives an apportionment of Road Maintenance and Rehabilitation Account Local Streets and Roads Program Funds shall submit a report to the California Transportation Commission (CTC) detailing the expenditure of those funds within the fiscal year. At a minimum, the report aims to include in progress and completed projects for which program funds were expended. The Annual Project Expenditure Report must include a project description, location, amount of program funds expended, date of completion or estimated completion, and if applicable, the estimated useful life of the improvement.

CalSMART is now open for FY 2024-25 Expenditure Reporting and will remain open until December 2st at 11:59 p.m.

A video recording of the Local Streets and Roads Funding Program Annual Expenditure Report Technical Training presented by CTC staff be found here:
<https://www.youtube.com/watch?v=V25WxqVImJ8>

Current and Upcoming Funding Opportunities

P-TAP 26: Call for Projects

MTC is soliciting projects for Round 26 of the Pavement Management Technical Assistance Program (P-TAP 26).

Applications are **due to MTC by 4:00 p.m. on Monday, December 6, 2024.** The application and related information can be accessed at MTC’s P-TAP Call for Projects page by clicking on the following link: <https://mtc.ca.gov/tools-resources/technical-assistance/pavement-management-technical-assistance-program-p-tap/p-tap-26-call-projects>

The following schedule outlines major program milestones:

Date	Milestone
November 1, 2024	MTC advertises call for projects
November 14, 2024	Webinar on Call for Projects (10 a.m.)
December 6, 2024	Applications due to MTC (by 4 p.m.)
March 21, 2025	MTC notifies grant finalists after Administration Committee approval
April 30, 2025	Local contribution checks due to MTC
April-May, 2025	Projects start
April 1, 2026	Final Report/Draft Certification letter due to jurisdictions

For more information regarding the application process, contact Sui Tan, P-TAP Project

Manager at stan@bayareametro.gov.

MTC Transit Oriented Communities (TOC) Policy and Climate Programs Call for Projects

In September 2022, MTC adopted a TOC Policy to support the region's transit investments by creating communities around transit stations and along transit corridors that not only enable transit ridership, but also are places where Bay Area residents of all abilities, income levels, and racial and ethnic backgrounds can live, work, and access services. The TOC Policy focuses on the core elements of land use density, affordable housing, parking management, and complete streets/multimodal access to implement Plan Bay Area 2050 strategies. The TOC Policy applies to the half-mile area around existing and planned fixed-guideway transit stops and stations (i.e., regional rail, commuter rail, light-rail transit, bus rapid transit, and ferries).

MTC has released a Call for Projects for approximately \$62 million for both planning and capital projects that support TOC related compliance, as well as GHG reduction. An overview of eligible project types is described below.

2024 Transit-Oriented Communities Planning and Implementation Grants

Funding is available for local planning and policy development that supports implementation across all four components of the TOC Policy: increasing residential and commercial densities around station areas, adopting housing policies from the “3Ps” menu (production, preservation, and protection), adjusting minimum and maximum parking ratios as well as transportation demand management policies, and planning for station access that includes active transportation uses and mobility hub infrastructure. Funded activities will be expected to meet TOC Policy standards and priority will be given to proposals that demonstrate the greatest impact.

2024 Climate Program Implementation Grants

Funding is available to support capital expenses related to the implementation of parking management plans (e.g., meters, sensors and software), mobility hub elements (e.g., environmental, design, right-of-way, and construction of shelters, kiosks, signage, lighting, active transportation access improvements, etc.) and electrification charging infrastructure (e.g., purchase and installation) for electric vehicles, bikes and scooters. In addition, technical assistance is available for design that will lead to construction of active transportation projects on MTC’s Active Transportation Network.

Applications for the 2024 Climate Program Implementation Grants are due Friday, December 20, 2024 at 4 p.m. More information can be found here: <https://abag.ca.gov/technical-assistance/2024-climate-program-implementation-grants>

Applications for the 2024 Transit-Oriented Communities Planning and Implementation Grants are due on Friday, November 22, 2024 at 4 p.m. More information can be found here: <https://abag.ca.gov/technical-assistance/2024-toc-planning-and-implementation-grants>

Caltrans Fiscal Year 2025-26 Sustainable Transportation Planning Grant - Call for Applications

Caltrans has released the Fiscal Year (FY) 2025-26 Sustainable Transportation Planning Grant Application Guide and Call for Applications. A total of \$37.7 million is available for transportation planning projects statewide. The information provided below will assist with the successful completion of grant applications, due January 22, 2025, by 5 PM. Caltrans will be conducting virtual grant application workshops in November 2024. More information can be found here: <https://dot.ca.gov/programs/transportation-planning/division-of-transportation-planning/regional-and-community-planning/sustainable-transportation-planning-grants>

Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant Program

The U.S. Department of Transportation (USDOT) Rebuilding American Infrastructure with Sustainability and Equity (RAISE) program provides grants for surface transportation infrastructure projects with significant local or regional impact. The eligibility requirements of RAISE allow project sponsors, including state and local governments, counties, Tribal governments, transit agencies, and port authorities, to pursue multi-modal and multi-jurisdictional projects that are more difficult to fund through other grant programs.

The FY 2025 Notice of Funding Opportunity was released on November 1, 2024 and applications are due January 30, 2025. More information can be found here:

https://www.transportation.gov/sites/dot.gov/files/2024-10/RAISE%202025%20NOFO_%20Signed.pdf

Caltrans is currently accepting letters of support requests until November 22, 2024 for the RAISE program. Click here for more information:

<https://app.smartsheet.com/b/publish?EQBCT=cbb39f7bfd9e4e87bae66fd632f18f97>

Fiscal Years 2024-2026 Promoting Resilient Operations for Transformative, Efficient, and Cost-Saving Transportation (PROTECT) Program

The purpose of the PROTECT Program is to provide grants on a competitive basis for projects that seek to strengthen surface transportation to be more resilient to natural hazards, including climate change, sea level rise, heat waves, flooding, extreme weather events, and other natural disasters through support of planning activities, resilience improvements, community resilience and evacuation routes, and at-risk coastal infrastructure.

The FY 2024-2026 Notice of Funding Opportunity was released on October 25, 2024 and applications are due February 24, 2025 for FY2024 and 2025 projects. For FY2026 projects, applications are due February 24, 2026. More information can be found here:

<https://grants.gov/search-results-detail/356840>

Caltrans is currently accepting letters of support requests until November 28, 2024 for the PROTECT program. Click here for more information:

<https://app.smartsheet.com/b/publish?EQBCT=cbb39f7bfd9e4e87bae66fd632f18f97>

Training Opportunities

California Local Technical Assistance Program (CALTAP)

The online training catalog for the California Local Technical Assistance Program (CALTAP) has been recently updated to provide a comprehensive catalog of local assistance training that focuses specifically on the needs of California’s public transportation agencies. Upcoming trainings include California Traffic Engineering License Exam Review and Pavement Life Cycle Cost Analysis. Click here to access the full catalog: <https://caltap.org/training-calendar.aspx>.

Federal-Aid Series Right of Way Training – December 4-5, 2024

Caltrans Division of Right of Way is hosting a two-day online training class on detailing process and procedures for completion of project Right of Way work. The training will also outline state and federal regulations that Local Public Agencies (LPAs) must follow for compliance with the Uniform Act – 49 CFR Part 24 and 23 CFR Part 710, as required when completing Right of Way activities on projects with federal-aid. For more information and registration details, please see Attachment 4.

EQUITY IMPACTS AND CONSIDERATIONS

This item provides regional project information and opportunities for all jurisdictions in San Mateo County.

ATTACHMENTS

1. Caltrans Inactive Project List for San Mateo County as of October 30, 2024
2. MTC’s PMP Certification Status of Agencies within San Mateo County as of November 7, 2024
3. Caltrans Lapsed Project End Dates as of November 1, 2024
4. Federal Aid Series – Right of Way Training, December 4-5, 2024

Updated on 10/30/2024 1st Quarter Inactive Projects

> \$50,000 unexpended balance																	
Project Number	Status	Agency Action Required	State Project No	Project Prefix	District	County	Agency	Project Description	Latest Date	Earliest Authorization Date	Latest Payment Date	Last Action Date	Months of No Activity	Total Cost Amount	Obligations Amount	Expenditure Amount	Unexpended Balance
5438015	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0414000191L	HPLUL	04	SM	East Palo Alto	UNIVERSITY OVERCROSSING US 101 BIKE PED PATH	04/17/2024	11/27/2013	4/17/2024	4/17/2024	6	#####	\$1,737,000.00	\$1,005,271.65	\$731,728.35
5177049	Inactive	Invoice under review by Caltrans. Monitor for progress. Received by LPA 10/29/2024	0423000337L	BRLS	04	SM	South San Francisco	GRAND AVE BETWEEN GATEWAY BLVD & DUBUQUE AVE. 35C0148L & 35C0148R APPLY METHACRYLATE OR POLYESTER TREATMENT TO DECK, REPAIR SPALLED CONCRETE, REMOVE AND REPLACE PAINT ON STEEL BOX GIRDERS, UNCLG INLETS ON DECK	02/27/2024	2/27/2024	1/0/1900	2/27/2024	8	\$740,000.00	\$592,000.00	\$0.00	\$592,000.00
5029039	Inactive	Project is inactive. Funds at risk. Invoice immediately.	042200084L	STPL	04	SM	Redwood City	ROOSEVELT AVENUE, EL CAMINO REAL TO ALAMEDA DE LAS PULGAS, REDWOOD CITY, CA THE CITY OF REDWOOD CITY PROPOSES INSTALLATION OF QUICK-BUILD IMPROVEMENTS TO REDUCE SPEEDING, ENHANCE CROSSING, AND ADDRESS OVERALL TRAFFIC SAFETY. THE PROJECT IS ALONG ROOSEVELT AVENUE BETWEEN EL CAMINO REAL AND ALAMEDA DE LAS PULGAS. PROJECT WORK ENTAILS TO INSTALL RECTANGULAR RAPID FLASHING BEACONS, BULB-OUTS, A MINI ROUNDABOUT, HIGH-VISIBILITY AND RAISED CROSSWALKS, BICYCLE-FRIENDLY SPEED HUMPS, ADVANCE YIELD SIGNAGES, SPLITTER ISLAND, WAYFINDING SIGNAGE BICYCLE CROSSING, GREEN BACK BIKE SHARROW PAVEMENT MARKINGS, TRAVEL LANE REDUCTION (LANDSCAPING, SEATING, AND BIKE RACKS), AND PUBLIC ART AT BULB-OUTS (PAINTED BULB-OUTS). ALL WORK PROPOSED WILL BE WITHIN THE CITY OF REDWOOD CITY'S RIGHT-OF-WAY.	03/13/2024	9/12/2022	3/13/2024	3/13/2024	7	\$1,012,462.00	\$755,000.00	\$267,381.67	\$487,618.33
5299019	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0423000060L	CML	04	SM	Millbrae	NEAR THE MILLBRAE TRANSIT CENTER INSTALL NEW LOCAL MOBILITY HUB	03/11/2024	3/11/2024	1/0/1900	3/11/2024	7	\$390,045.00	\$345,150.00	\$0.00	\$345,150.00
5390006	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0423000011L	STPL	04	SM	Portola Valley	WESTRIDGE DRIVE FROM APPROXIMATELY ALPINE ROAD TO CERVANTES ROAD PAVEMENT PRESERVATION INCLUDING PAVEMENT GRINDING, BASE REPAIR, SLURRY SEAL, THERMOPLASTIC TRAFFIC STRIPING AND PAVEMENT MARKINGS, AND OTHER MISC. WORK RELATED TO ROAD RESURFACING	02/07/2024	1/20/2023	2/7/2024	2/7/2024	8	\$851,838.02	\$201,000.00	\$1,102.24	\$199,897.76

< \$50,000 unexpended balance																	
Project Number	Status	Agency Action Required	State Project No	Project Prefix	District	County	Agency	Project Description	Latest Date	Earliest Authorization Date	Latest Payment Date	Last Action Date	Months of No Activity	Total Cost Amount	Obligations Amount	Expenditure Amount	Unexpended Balance
5333014	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0412000122L	BHLS	04	SM	Woodside	KINGS MOUNTAIN RD OVER WEST UNION CREEK; 0.05 MI EAST OF TRIPP RD, BRIDGE REHABILITATION	07/07/2020	3/16/2012	7/7/2020	7/7/2020	51	\$135,090.00	\$119,595.00	\$98,399.16	\$21,195.84
5029032	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0414000103L	BPMP	04	SM	Redwood City	MAIN ST, VETERANS BLVD, AND MAPLE ST OVER REDWOOD CREEK BRIDGE PREVENTATIVE MAINTENANCE	08/28/2019	3/21/2014	8/28/2019	8/28/2019	62	\$26,250.00	\$23,239.00	\$4,519.81	\$18,719.19
5177039	Inactive	Invoice under review by Caltrans. Monitor for progress. Invoice in District. 10/29/2024	0418000191L	BPMP	04	SM	South San Francisco	7 BRIDGES ON COLMA CREEK AND SAN BRUNO CHANEL: BRIDGE NUMBERS 35C0021, 35C0031, 35C0047, 35C0078, 35C0079, 35C0101, 35C0164 TEST BRIDGE DECK, REPLACE JOINT SEALS, REPAIR SPALLS ON BARRIERS, REPAIR EXPOSED REBAR, INJECT EPOXY IN CRACKS	02/07/2024	11/19/2019	2/7/2024	2/7/2024	8	\$130,000.00	\$115,089.00	\$112,918.27	\$2,170.73
5333013	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0412000121L	BHLS	04	SM	Woodside	MOUNTAIN HOME RD OVER BEAR CREEK; 0.3 MI SOUTH OF SR 84, BRIDGE REHABILITATION	07/07/2020	3/16/2012	7/7/2020	7/7/2020	51	\$107,428.00	\$95,106.00	\$93,286.37	\$1,839.63

\$1,000 or less unexp. balance																	
Project Number	Status	Agency Action Required	State Project No	Project Prefix	District	County	Agency	Project Description	Latest Date	Earliest Authorization Date	Latest Payment Date	Last Action Date	Months of No Activity	Total Cost Amount	Obligations Amount	Expenditure Amount	Unexpended Balance
6204125	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0413000266L	FERPL	04	SM	Caltrans	ON US101 FROM 0.3 MILES NORTH OF SAN ANTONIO ROAD (SCL -PM 50.6) TO 0.3 MILES SOUTH OF GRAND AVENUE INTERCHANGE (SM-PM 21.8) US 101: INSTALL HOV/HOT LANE	07/02/2019	5/16/2017	7/2/2019	7/2/2019	63	#####	\$9,547,698.97	\$9,547,074.22	\$624.75
5357010	Inactive	Project is inactive. Funds at risk. Invoice immediately.	0417000468L	BRLS	04	SM	Half Moon Bay	MAIN STREET BRIDGE OVER PILARCITOS CREEK, BR 35C0025 REHABILITATE HISTORIC BRIDGE - NO ADDED CAPACITY	01/03/2023	2/27/2018	1/3/2023	6/18/2024	21	\$886,367.96	\$784,701.56	\$784,701.56	\$0.00
6204113	Inactive	Project is inactive. Funds at risk. Invoice immediately.	040000684L	CML	04	SM	Caltrans	ON STATE ROUTE 101, US 101 BROADWAY INTERCHANGE IN BURLINGAME RECONSTRUCT INTERCHANGE INCLUDE BIKE/PEDE FACILITY	01/24/2020	1/30/2014	1/24/2020	2/24/2022	57	#####	\$3,559,977.49	\$3,559,977.49	\$0.00

PMP Certification November 7, 2024

Expired	P-TAP 25 Receptients
Certified (including Pending & Extension)	

* "Last Major Inspection" is the basis for certification and is indicative of the date the field inspection was completed.

County	Jurisdiction	Last Major Inspection*	Certification Expiration Date	P-TAP Cycle	Status
San Mateo	Atherton	8/31/2022	8/31/2024	25	Certified with Pending
San Mateo	Belmont	11/1/2021	12/1/2024	25	Certified with Pending
San Mateo	Brisbane	9/1/2022	9/1/2024	25	Certified with Pending
San Mateo	Burlingame	11/15/2022	11/30/2024	25	Certified with Pending
San Mateo	Colma	11/7/2022	11/30/2024	25	Certified with Pending
San Mateo	Daly City	11/2/2022	11/30/2025	23	Certified with Extension
San Mateo	East Palo Alto	9/26/2023	9/30/2025	24	Certified
San Mateo	Foster City	2/7/2024	2/28/2026	24	Certified
San Mateo	Half Moon Bay	11/1/2021	12/1/2024	25	Certified with Pending
San Mateo	Hillsborough	11/3/2022	11/30/2024	25	Certified with Pending
San Mateo	Menlo Park	12/17/2022	12/31/2024	23	Certified
San Mateo	Millbrae	11/15/2022	11/30/2024	23	Certified
San Mateo	Pacifica	8/28/2020	9/1/2022	25	Certified with Pending
San Mateo	Portola Valley	11/1/2023	11/30/2025	24	Certified
San Mateo	Redwood City	12/1/2021	12/21/2023	25	Certified with Pending
San Mateo	San Bruno	11/1/2023	11/30/2025	24	Certified
San Mateo	San Carlos	7/31/2022	7/31/2025	23	Certified with Extension
San Mateo	San Mateo	1/1/2024	1/31/2026	24	Certified
San Mateo	San Mateo County	12/31/2022	12/31/2024	25	Certified with Pending
San Mateo	South San Francisco	2/23/2020	3/1/2023	24	Certified with Pending
San Mateo	Woodside	2/7/2024	2/28/2026	24	Certified

(*) Indicates One-Year Extension. Note: PTAP awardees are ineligible for a one-year extension during the cycle awarded.

(^) Indicates previous P-TAP awardee, but hasn't fulfilled requirement; must submit certification prior to updating to current P-TAP award status.

Note: Updated report is posted monthly to:

http://mtc.ca.gov/sites/default/files/PMP_Certification_Status_Listing.xlsx

Project End Date Reporting

Last Updated: 11/1/2024

*** Submit PED extension requests at least one month prior to expiration to account for processing times and reduce nonparticipating gaps ***

Project Number xxxx(xxx)	Prefix	Responsible Agency	Agency's Portfolio with Lapses (%)	PE Auth "Other" (NI/Studies)	PE Auth	RW Auth	CON Auth	Monitoring Class	Approved PED (* Legacy)	PED Expires (Months)	PED by Expiration (Based on current PED)	Current SEQ #	Current FADS SEQ Status	Pending PED Change	Lapse Occurrences	Lapse Action by SEQ # (WR) or (NP)	FHWA Approves Waiver Request	Nonparticipating PED Lapses (Adjusted for Waiver Approvals)	AMS Adv ID (* Multi Adv IDs)	AMS Adv Acct Codes	FMIS Status
5935(064)	BPMP	San Mateo County	100.0%		08/10/18				10/31/22 *	-25	● PED Expired	1	Approv		1			SEQ# 1(10/31/2022 to Present)	0413000030	2W	ACTIVE
5177(033)	CML	South San Francisco	60.0%		01/31/14		01/09/17		03/31/23	-20	● PED Expired	5	Approv		3	3-WR	Yes (Partial)	SEQ# 5(4/22/2024 to Present) SEQ# 4(3/31/2023 to 4/22/2024) SEQ# 3(09/01/2020 to 1/14/2021)w	0414000209	2W	ACTIVE
5357(010)	BRLS	Half Moon Bay	50.0%		02/27/18				06/30/23	-17	● PED Expired	3	Approv		2			SEQ# 3(6/18/2024 to Present) SEQ# 2(6/30/2023 to 6/18/2024)	0417000486		ACTIVE
5029(032)	BPMP	Redwood City	20.0%		03/21/14				03/21/24 *	-8	● PED Expired	2	Approv		1			SEQ# 2(3/21/2024 to Present)	0414000103	2W	ACTIVE
5935(087)	STPL	San Mateo County	100.0%		11/01/21		08/29/22		06/30/24	-5	● PED Expired	3	Approv		1			SEQ# 3(6/30/2024 to Present)	0422000053		ACTIVE
5196(044)	STPL	Daly City	0.0%				01/05/23		12/29/24	1	◆ PED 0 to < 3 mos	1	Approv						0422000336		ACTIVE
5177(047)	CRRSAL	South San Francisco	60.0%				09/09/22		12/31/24	2	◆ PED 0 to < 3 mos	3	Info Only						0422000384		ACTIVE
5171(026)	STPL	Burlingame	0.0%				03/27/23		01/29/25	3	◆ PED 3 to < 6 mos	1	Approv						0422000319		ACTIVE
5390(006)	STPL	Portola Valley	0.0%				01/20/23		03/31/25	5	◆ PED 3 to < 6 mos	2	Approv						0423000011		ACTIVE
5438(015)	HPLUL	East Palo Alto	100.0%		11/27/13		12/20/22		06/28/25	8	◆ PED 6+ mos	6	Approv		1			SEQ# 4(10/30/2022 to 12/20/2022)	0414000191	2W	ACTIVE
5226(026)	STPL	San Bruno	50.0%				09/13/22	Dist "Final"	06/30/25	8	◆ PED 6+ mos	2	Approv						0422000095		ACTIVE
5029(039)	STPL	Redwood City	20.0%				09/12/22		08/31/25	10	◆ PED 6+ mos	2	Approv						0422000084		ACTIVE
5226(023)	CML	San Bruno	50.0%		11/16/18		11/24/23		12/31/25	14	◆ PED 6+ mos	4	Pend FHWA	No change	1			SEQ# 1(11/1/2020 to 3/18/2021)	0419000066	2W	ACTIVE
5357(011)	CML	Half Moon Bay	50.0%				02/21/23		12/31/25	14	◆ PED 6+ mos	2	Info Only						0420000230		ACTIVE
5029(041)	STPL	Redwood City	20.0%		12/21/23				01/01/26	14	◆ PED 6+ mos	1	Approv						0422000475		ACTIVE
5261(011)	CPFL	Atherton	0.0%		09/05/24				02/28/26	16	◆ PED 6+ mos	1	Approv						0424000048		ACTIVE
5177(039)	BPMP	South San Francisco	60.0%		11/19/19				04/30/26	18	◆ PED 6+ mos	2	Approv		1			SEQ# 1(12/30/2022 to 3/27/2023)	0418000191		ACTIVE
5299(019)	CML	Millbrae	0.0%				03/11/24		05/31/26	19	◆ PED 6+ mos	1	Approv						0423000060		ACTIVE
5029(025)	BPMP	Redwood City	20.0%		04/13/11				07/31/26	21	◆ PED 6+ mos	2	Approv						0400021046	2W	ACTIVE
5029(024)	BPMP	Redwood City	20.0%		04/13/11				07/31/26	21	◆ PED 6+ mos	2	Approv						0400021045	2W	ACTIVE
5299(018)	CML	Millbrae	0.0%				09/12/23		08/29/26	22	◆ PED 6+ mos	2	Approv						0422000375		ACTIVE
5350(026)	STPL	Pacifica	0.0%				05/13/24		09/30/26	23	◆ PED 6+ mos	1	Approv						0424000038		ACTIVE
5102(049)	BRLS	San Mateo	100.0%		06/09/18				11/30/26	25	◆ PED 6+ mos	3	Approv		1			SEQ# 1(8/6/2020 to 5/6/2021)	0417000373	2W	ACTIVE
5171(029)	STPL	Burlingame	0.0%		08/02/24				12/01/26	25	◆ PED 6+ mos	1	Approv						0424000465		ACTIVE
5171(027)	CML	Burlingame	0.0%				09/08/23		12/31/26	26	◆ PED 6+ mos	3	Approv						0422000358		ACTIVE
5177(040)	CML	South San Francisco	60.0%		01/04/19		09/09/22		12/31/26	26	◆ PED 6+ mos	2	Approv		1			SEQ# 1(2/1/2022 to 9/9/2022)	0419000112		ACTIVE
5177(049)	BRLS	South San Francisco	60.0%		02/27/24				03/26/28	41	◆ PED 6+ mos	1	Approv						0423000337		ACTIVE

Project End Date Reporting

Last Updated: 11/1/2024

*** Submit PED extension requests at least one month prior to expiration to account for processing times and reduce nonparticipating gaps ***

Project Number xxxx(000)	Prefix	Responsible Agency	Agency's Portfolio with Lapses (%)	PE Auth "Other" (NI/Studies)	PE Auth	RW Auth	CON Auth	Monitoring Class	Approved PED (* Legacy)	PED Expires (Months)	PED by Expiration (Based on current PED)	Current SEQ #	Current FADS SEQ Status	Pending PED Change	Lapse Occurrences	Lapse Action by SEQ # (WR) or (NP)	FHWA Approves Waiver Request	Nonparticipating PED Lapses (Adjusted for Waiver Approvals)	AMS Adv ID (* Multi Adv IDs)	AMS Adv Acct Codes	FMIS Status
6419(034)	STPLNI	City/County Association of Governments of San Mateo County	0.0%	05/02/23					06/30/28	44	◆ PED 6+ mos	1	Approv						0423000222		ACTIVE
5333(013)	BHLS	Woodside	0.0%		03/16/12				NA	*	■ No PED Established	3	Approv						0412000121	2W	ACTIVE
5333(014)	BHLS	Woodside	0.0%		03/16/12				NA	*	■ No PED Established	3	Approv						0412000122	2W	ACTIVE



Federal Aid Series – Right of Way



Training Dates:
December 4th-5th, 2024
8:30 am – 12:00 pm PT

Course Objectives

- Overall understanding of Right of Way Federal Aid project regulation requirements
- Overall understanding of the right of way and utilities process
- Understanding methods to accomplish right of way deliverables

Course Goal

- Successful right of way certification of local agency federal-aid transportation projects, leading to federal participation in construction funding

Training is provided at NO COST.

Caltrans Division of Right of Way is hosting a two-day online training class detailing process and procedures for completion of project right of way work. The training will also outline state and federal regulations Local Public Agencies (LPAs) must follow for compliance with the Uniform Act - 49 CFR Part 24 and 23 CFR Part 710, as required when completing Right of Way activities on projects with federal aid.

Who Should Attend:

Local government employees, as well as consultants, who work in the transportation right of way decision making process and who value/acquire or manage real estate or utility relocations for federally funded transportation projects.

Instructors & Presenters:

- Caltrans Right of Way District and Headquarters staff

To register, please email:

Jennifer Wisniewski/Caltrans - Right of Way

jennifer.wisniewski@dot.ca.gov

Space is limited, registration is required.