

RESOLUTION NO. 17-111

**Resolution Of The City Council Of The City Of Emeryville Authorizing The City Manager To Execute The Project Funding Agreement With The Alameda County Transportation Commission For The Bay Area Bike Share Expansion (Operated As Ford GoBike) Within Emeryville**

**WHEREAS**, on August 29, 2016 the Alameda County Transportation Commission (ACTC) issued a call for project nominations for its 2018 Comprehensive Investment Plan (2018 CIP) to program funding anticipated for fiscal years 2017-18 through 2021-22; and

**WHEREAS**, on March 15, 2017 the Alameda County Transportation Commission (ACTC) accepted an application for the County allocation of the Transportation Fund for Clean Air (TFCA) for the Expansion of Bay Area Bike Share (operated by Ford GoBike) within Emeryville; and

**WHEREAS**, ACTC incorporated the nomination for the Expansion of Bay Area Bike Share (operated by Ford GoBike) within Emeryville into the 2018 CIP; and

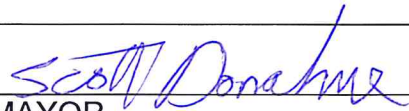
**WHEREAS**, ACTC awarded and allocated \$180,000 for the Expansion of Bay Area Bike Share (operated as Ford GoBike) within Emeryville, to be used for three additional stations within Emeryville west of Shellmound Street, with five years' of reporting requirements; now, therefore be it

**RESOLVED**, that the City Council hereby authorizes the City Manager to execute the Project Funding Agreement with the Alameda County Transportation Commission for Expansion of Bay Area Bike Share (operated by Ford GoBike) within Emeryville; and be it further


**RESOLVED**, that the City Council hereby authorizes the City Manager to execute amendments to the Project Funding Agreement as needed to effectuate the funding of the Expansion of Bay Area Bike Share (operated as Ford GoBike) within Emeryville.

**ADOPTED** by the City Council of the City of Emeryville at a regular meeting held Tuesday, July 11, 2017 by the following vote:

AYES:	<u>5</u>	Mayor Donahue, Vice Mayor Bauters and Council Members
		Martinez, Medina and Patz
NOES:	<u>0</u>	
ABSTAIN:	<u>0</u>	
ABSENT:	<u>0</u>	

  
MAYOR

APPROVED AS TO FORM:

ATTEST:  
  
CITY CLERK

  
CITY ATTORNEY

**PROJECT FUNDING AGREEMENT**  
between  
**ALAMEDA COUNTY TRANSPORTATION COMMISSION**  
and the  
**CITY OF EMERYVILLE**  
for the

**BAY AREA BIKE SHARE (BABS OPERATED BY FORDGO BIKE) EXPANSION WITHIN EMERYVILLE**

This Project Funding Agreement ("AGREEMENT" dated for reference purposes only as of April 27, 2017 is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF EMERYVILLE, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

- |   |   |
|---|---|
| <input type="checkbox"/> 2000 Measure B           | <input checked="" type="checkbox"/> Transportation Fund for Clean Air |
| <input type="checkbox"/> 2014 Measure BB          | <input type="checkbox"/> CMA TIP                                      |
| <input type="checkbox"/> Vehicle Registration Fee |   |

**RECITALS**

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 1986 Measure B tax will be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, a number of capital projects funded wholly or in part by 1986 Measure B funds will not be completed until 2018 or later.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax that will be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 2000 Measure B tax will be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion Management Agency ("ACCM") to administer the proceeds from a \$10 per year vehicle registration fee on



each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC will receive these funds from the Bay Area Air Quality Management District ("BAAQMD"), and will then reimburse these funds to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced as the "ALAMEDA CTC ADMINISTERED FUNDS" herein.

Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB is covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this Agreement shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

## SECTION I

### PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

- a. Appendix A: Project Control Information
- b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
- c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
- d. Appendix D: Alameda CTC Funding Shift Approval Form
- e. Appendix E: Local Business Contract Equity Program
- f. Appendix F: Task Deliverables and Due Dates
- g. Appendix G: Project Performance Measures
- h. Appendix H: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes aware of such changes. Per Section III.2, any changes that require an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to the PROJECT SPONSOR implementing the change.



4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total of the funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total of the funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended or the parties execute separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT's "Years of Effectiveness" as shown in either Appendix A: Project Control Information or Appendix H: Transportation Fund for Clean Air Policies and Requirements. The amount of funds returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency, which receives DLD funding, shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT. These costs can be included in the total cost and funding amounts for the purposes of the cost and risk sharing provisions of this AGREEMENT, but PROJECT SPONSOR staff costs shall not be eligible for reimbursement by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, unless specifically identified as eligible in Appendix A: Project Control Information.

9. Fringe benefits for PROJECT SPONSOR staff time shall not exceed a maximum mark-up rate of 70% of the hourly wage, and shall be based on an audited rate provided by PROJECT SPONSOR. PROJECT SPONSOR staff costs may include the individual's actual hourly wage rate plus an approved fringe benefit of no more than 70% of the hourly wage, and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR's staff.

10. Overhead, or "indirect," costs associated with PROJECT SPONSOR staff time are not eligible for the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer any professional services contract for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panels for the selection of professional consultants, and furnish copies of the

professional services contracts to ALAMEDA CTC for ALAMEDA CTC's review and approval prior to approval by the PROJECT SPONSOR on contracts utilizing Measure B and Measure BB funds.

14. All contracts approved by PROJECT SPONSOR funded wholly or in part by funds authorized by Measure B, Measure BB, and Vehicle Registration Fee administered by ALAMEDA CTC are required to comply with ALAMEDA CTC's Local Business Contract Equity Program as referenced in Appendix E: Local Business Contract Equity Program. To the extent that the procurement of a contract is not required to include the contract goals specified in ALAMEDA CTC's Local Business Contract Equity Program, PROJECT SPONSOR shall not be relieved from the responsibility of reporting LBE/SLBE/VLSBE participation in the contract. PROJECT SPONSOR shall provide this data as required with any request for reimbursement submitted to ALAMEDA CTC.

15. PROJECT SPONSOR shall require that professional services consultants, construction services contractors, volunteer service individuals involved with the PROJECT, and any other contractors or subcontractors name ALAMEDA CTC, its governing body, officers, employees and consultants as additional insured on all appropriate insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall submit to ALAMEDA CTC current insurance documentation on all appropriate insurance required by PROJECT SPONSOR for PROJECT. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall comply with the insurance requirements specified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall describe the current status of the PROJECT, actions taken, total costs incurred, reimbursable costs incurred during the previous month; actions expected to be taken during the next month; an updated schedule with estimated completion date, scope changes, project-related issues, notices of potential claims, general project issues, contract change orders, performance reporting, reporting of DBE, LBE, SLBE and VLSBE participation from prime and first tier subconsultants as applicable, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR is requesting reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract amount of \$50,000 or greater in value, e.g. a consultant, contractor or other entity, PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC (upon ALAMEDA CTC's request) prior to ALAMEDA CTC authorizing reimbursement of such costs. Each Request for Reimbursement shall also include detailed supporting documentation for the total PROJECT



costs with the reimbursable portion of the total costs clearly identified. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log in a format approved by ALAMEDA CTC upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right of way and/or the relocation or protection of utility facilities. PROJECT SPONSOR shall also provide a monthly update of the right-of-way acquisition plan to ALAMEDA CTC.

19. PROJECT SPONSOR shall keep in one central location all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements for a period of not less than five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT.

- a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.
- b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR's submittal of the Final Report. The same access shall also be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements under Section II.20 to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

- a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publically distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.
- b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

- c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.
- d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.
- e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under Section II.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits being derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations. A list of permitting agencies, required agreements and coordinating agencies is included in Appendix A: Project Control Information.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regard to its receipt, compliance audit findings, and usage of its funds before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.



26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout and at least until the conclusion of its "Years of Effectiveness" as shown in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC as required. The required content for the TFCA Final Report is identified in the TFCA Final Report Form, included in Appendix H.

## SECTION II

### ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.
2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.
3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.
4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.
5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are in compliance with this agreement or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

## SECTION III

### IT IS MUTUALLY AGREED AS FOLLOWS:

1. That obligations of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT, provided that PROJECT SPONSOR: (A) obtains ALAMEDA CTC's prior written approval through completion and submittal to ALAMEDA CTC of the form in Appendix D: Alameda CTC Funding Shift Approval Form, and (B) provides a revised and updated Appendix A: Project Control Information to ALAMEDA CTC which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded. Alternatively, ALAMEDA CTC ADMINISTERED FUNDS may be shifted through an amendment to this AGREEMENT executed by the parties, which amendment shall incorporate a revised and updated Appendix A as described above.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs related to staff dedicated directly to management, oversight, or development work on the project and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement will not be considered for reimbursement pursuant to this AGREEMENT. In all cases, reimbursable costs will be limited to those costs shown in Appendix A: Project Control Information, to be funded by ALAMEDA CTC as shown in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

6. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

7. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

8. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix H: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

9. The laws of the State of California shall govern this AGREEMENT.



10. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix H: Transportation Fund for Clean Air Policies and Requirements.

11. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

12. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage. For TFCA funds obligated by this AGREEMENT, in the event reimbursement requests are greater than available funds due to delays in ALAMEDA CTC's receipt of revenue from BAAQMD, available funds will be reimbursed to PROJECT SPONSOR based on the percentage that the PROJECT cost bears to ALAMEDA CTC's overall TFCA program revenue total until such time full funding is available.

13. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

14. Request for Reimbursements submitted after the Agreement Expiration Date identified on Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will not be considered for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC. ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

15. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section

III.16(a) through Section III.16(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which incorporates the applicable terms of such revised Policies.

16. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.16(a) and Section III.16(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

- a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within three (3) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such three (3) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.
- b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property" after the completion of the PROJECT and disposal of the "excess property."
- c. If the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (iv) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.
- d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related



items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

- e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.
- f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

17. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account.

18. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

19. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following:

- a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.
- b. The cost of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.
- c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations (and net of any relocation payments provided by other sources) when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.
- d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.
- e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

- f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

20. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

21. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

22. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

24. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.



25. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

26. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections III.21 and Section III.22 shall survive the termination or expiration of this AGREEMENT.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

*[Signatures on the next page]*

CITY OF EMERYVILLE  
(PROJECT SPONSOR)

ALAMEDA COUNTY  
TRANSPORTATION COMMISSION  
(ALAMEDA CTC)

By: \_\_\_\_\_  
Carolyn Lehr Date  
City manager

By: \_\_\_\_\_  
Arthur L. Dao Date  
Executive Director

Recommended

\_\_\_\_\_

By: \_\_\_\_\_  
Vivek Bhat Date  
Director of Programming and Project  
Controls

Reviewed as to Budget/Financial Controls:

By: \_\_\_\_\_  
Patricia Reavey Date  
Deputy Executive Director of  
Finance and Administration

Approved as to Legal Form:

Approved as to Legal Form:

By: Michael Guina 6/19/17  
Michael Guina Date  
Legal Counsel to CITY OF EMERYVILLE

By: \_\_\_\_\_  
Wendel, Rosen, Black & Dean LLP Date  
Legal Counsel to ALAMEDA CTC



## LIST OF APPENDICES

### APPENDIX A: PROJECT CONTROL INFORMATION

Appendix A-1	Project Description
Appendix A-2	Project Phase Descriptions
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Responsibility Checklist
Appendix A-5	Project Funding Summary by Phase and Fund Source
Appendix A-6	Project Phase Cost Detail and Special Considerations
Appendix A-7	Permits/Agreements/Coordinating Agencies

### APPENDIX B: ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

### APPENDIX C: ALAMEDA CTC REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

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### APPENDIX D: ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

### APPENDIX E: LOCAL BUSINESS CONTRACT EQUITY PROGRAM

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### APPENDIX H: TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

Appendix H-1	TFCA Project Number and "Years of Effectiveness"
Appendix H-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix H-3	Minimum required insurance for TFCA-funded projects
Appendix H-4	Annual Interim (Progress) Report to BAAQMD for TFCA-funded projects
Appendix H-5	Final Report to BAAQMD for TFCA-funded projects

*Note: Appendix H is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.*

APPENDIX A  
PROJECT CONTROL INFORMATION

Appendix Index

Appendix A-1	Project Description
Appendix A-2	Project Phase Descriptions
Appendix A-3	Project Milestone Schedule
Appendix A-4	Project Responsibility Checklist
Appendix A-5	Project Funding Summary by Phase and Fund Source
Appendix A-6	Project Phase Cost Detail and Special Considerations
Appendix A-7	Permits/Agreements/Coordinating Agencies



APPENDIX A-1  
PROJECT DESCRIPTION

**Project Title:** Bay Area Bike Share (BABS) Expansion to Emeryville

**Project Description:**

---

The PROJECT consists of the costs associated with the purchase and installation of three bike share stations within the City of Emeryville in areas west of Shellmound Street, adjacent to and coordinating with existing service areas of the regional Bay Area Bike Share system, which is currently branded as "Ford GoBike". Each of the three stations funded by this grant is to have a minimum of 10 bikes and 20 docking spaces.

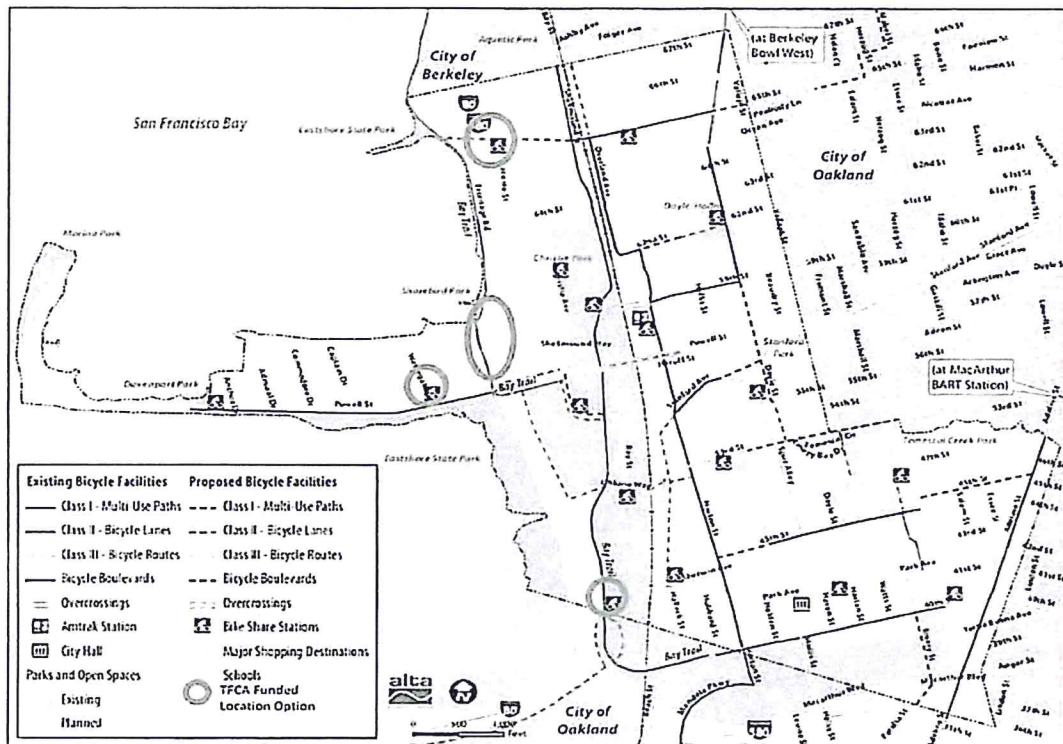
The operator of the regional Bay Area Bike Share system has agreed to (1) install the three Emeryville stations funded by this grant at a cost of \$60,000 per station and (2) following installation, operate the three stations, including maintenance and repairs, balancing bikes, and marketing the utilization of the sites, at no additional or annual cost to the City of Emeryville.

The TFCA funding obligated by this agreement for the PROJECT requires the reporting of five (5) years of usage data from all of the Emeryville Bay Area Bike Share/Ford GoBike stations, including the three stations funded by this grant and an additional ten stations planned for installation by the Bay Area Bike Share/Ford GoBike operator at no cost to the City of Emeryville.

APPENDIX A-1  
PROJECT DESCRIPTION, CONTINUED

Project Map

Emeryville Bike Share West Side Implementation Plan





APPENDIX A-2

PROJECT PHASE DESCRIPTIONS

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

**CONSTRUCTION**

---

- Purchase and installation of three Bay Area Bike Share/Ford GoBike stations in the City of Emeryville.

APPENDIX A-3  
PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
Construction	June 2018	December 2018
Operations	January 2019	December 2023
Notes: <ol style="list-style-type: none"><li>1. Environmental clearance was obtained by MTC for the overall BABS system, inclusive of Emeryville.</li><li>2. TTCA cost-effectiveness assumes a minimum operations period of five years following installation of stations. Thus, the TTCA Final Report requires the reporting of five years of usage data from all of Emeryville's BABS/Ford GoBike stations.</li></ol>		



**APPENDIX A-4**  
**PROJECT RESPONSIBILITY CHECKLIST**

**Not Applicable**

APPENDIX A-5

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE				
PHASE	Alameda CTC Administered Funds	Other Funds	Total Funding	Reimbursement Ratio Percentage
	TFCA FY 2017/18 County Program Manager (CPM)			
Construction	\$ 180,000	\$ -	\$ 180,000	100%
Total Funding	\$ 180,000	\$ -	\$ 180,000	

Notes:

1. PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS over the Total Funding.



APPENDIX A-6

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PROJECT PHASE COST DETAIL			
Construction	TFCA FY 2017/18 County Program Manager (CPM)	Other Local	Total Cost
<b>SPONSOR STAFF COSTS</b>			
Sponsor Staff Time	\$ -	\$ -	\$ -
Sponsor Direct Costs	\$ -	\$ -	\$ -
Sub-total Sponsor Staff	\$ -	\$ -	\$ -
<b>CONTRACT COSTS</b>			
Purchase and installation	\$ 180,000	\$ -	\$ 180,000
Sub-total Contract Cost	\$ 180,000	\$ -	\$ 180,000
<b>Total Phase Cost</b> <i>(Staff + Contract Costs)</i>	\$ 180,000	\$ -	\$ 180,000

## APPENDIX A-7

### PERMITS/AGREEMENTS/COORDINATING AGENCIES

#### PERMITS:

- Planning permits or review as follows
  - Within the sidewalk or street in the public right of way
    - “A Sidewalk Café/Bike Corral” Permit
  - Within private property
    - Minor design review
- Encroachment permit from City of Emeryville
- BCDC (if within 100 feet of high tide)

#### AGREEMENTS:

- Coordination Agreement between MTC, Motivate and Participating Cities
- Bay Area Bike Share Program Agreement between MTC and Bay Area Motivate

#### COORDINATING AGENCIES:

- Motivate (Bike Share)
- MTC
- City of Berkeley and Oakland
- BART
- Amtrak
- Emery Cove and Safe harbors (Marina Operators)
- ABAG (Bay Trail)



APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1 FUNDS OBLIGATED BY THIS AGREEMENT AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES						
Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
TFCA	FY 2017/18 County Program Manager (CPM)	Construction Capital	4/27/17	7/1/17	TBD	\$180,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						\$180,000

Agreement Expiration Date:	December 31, 2024
----------------------------	-------------------

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the Commission Meeting that authorized and approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date to incur eligible reimbursable costs. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date identifies is the last date to incur eligible reimbursable costs. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement the identified Expenditure Deadline Date in the above table is two (2) years from the date of the first receipt of funds by the ALAMEDA CTC from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. Extended deadlines will be reflected in the above table. If the TFCA Expenditure Deadline Date is indicated as "TBD" a deadline date has yet to be established at the time of this AGREEMENT. Once established, SPONSOR will be notified in writing by Alameda CTC.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2 ALAMEDA CTC ADMINISTERED FUNDS REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE					
No.	Fiscal Year	Quarter	Fund Source	Quarterly Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	2017-18	4	TFCA	\$ 90,000	\$ 90,000
2	2018-19	1	TFCA	\$ 90,000	\$ 180,000
Total Alameda CTC Administered Funds					\$ 180,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following a receipt and approval of a Request for Reimbursement(s) by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter.

## APPENDIX C

### REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

#### Appendix Index

Appendix C-1	Request for Reimbursement and Progress Reporting Frequency Requirements
Appendix C-2	Sample Alameda CTC Request For Reimbursement Instructions and Forms
Appendix C-3	Sample Alameda CTC Progress Report Format
Appendix C-4	Sample Alameda CTC Final Report Format

Note:

- The latest electronic versions may be obtained from [http://www.alamedactc.org/app\\_pages/view/8066](http://www.alamedactc.org/app_pages/view/8066).
- The format and content required are subject to change.



## APPENDIX C-1

### REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required <i>(as checked)</i>	Minimum Frequency	Period Covered	Due Dates
<input type="checkbox"/>	Monthly <i>(once every month)</i>	One month	By 30 days of end of billed activity
<input type="checkbox"/>	Quarterly <i>(once every 3 months)</i>	Quarter 1: 7/1 – 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1 – 3/31 Quarter 4: 4/1 – 6/30	By October 31st By January 31 <sup>st</sup> By April 30 <sup>th</sup> By July 31 <sup>st</sup>
<input checked="" type="checkbox"/>	Semi-annually <i>(once every 6 months)</i>	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31 <sup>st</sup> By July 31 <sup>st</sup>
<input checked="" type="checkbox"/>	Annually <i>(TFCA Annual Report)</i>	Fiscal Year: 7/1 – 6/30	By September 30 <sup>th</sup> .
<input checked="" type="checkbox"/>	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date.

**Notes:**

1. For all projects, the maximum frequency for Requests for Reimbursement are one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices. See Appendix H for TFCA-specific report forms.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.



Alameda CTC Agreement No.: 0  
Project No. (APN): 0  
Invoice Date: 0

**Reviewer's Comments**

--

**FORM 4**

Original Contract Amount	\$	=
Accruals due	\$	=
Accruals paid	\$	=
Accruals due	\$	=
Current Contract Amount	\$	=
Previously billed	\$	=
Amount of this invoice	\$	=
Remaining due, etc.	\$	=

[illegible][illegible]

--

$\alpha = 0.05$   
 $1 - \alpha = 0.95$   
 $1 - \beta = 0.9$   
 $2 = 2.00$   
 $0.95 = 0.95$

[illegible]





## APPENDIX C-4

### SAMPLE ALAMEDA CTC FINAL REPORT FORMAT

ALAMEDA CTC ADMINISTERED FUNDS  
FINAL REPORT  
FOR THE [INSERT PROJECT TITLE]  
FOR [INSERT PHASE(S)]

PROJECT TITLE:	
PROJECT SPONSOR:	
PROJECT NUMBER:	
REPORTING PERIOD:	

**1. PROJECT DESCRIPTION**  
Provide a brief description of services provided, improvements constructed, and/or inputs needed in accordance with the funding agreement.

**2. SUMMARY OF PROJECT DELIVERY MILESTONES**  
Provide a brief description of actions taken and milestones reached to deliver the project.

Page 2 of 4

**3. SUMMARY OF PROJECT BENEFITS**  
Provide a brief description of project benefits and outcomes.

**4. FINAL PERFORMANCE MEASURES REPORTING**

Table 1 - Performance Measures Report

No.	Performance Measure	Target	Current Performance	Performance Measure and Targets Achieved? If not, provide a brief
1				
2				
3				
4				
5				
6				

1. List all project performance measures included in the funding agreement for this project.

☐ This table is not applicable. No Performance Measures or Targets identified in the funding agreement. Project benefits and outcomes are described earlier in this report.

Page 2 of 4

**5. PUBLICITY REQUIREMENTS**

☐ Project information was available online, at the following web address: [Enter link].

☐ Project signage was posted as required by the funding agreement.

☐ Project information was published annually highlight the project, as listed below.

Date of Publication	Name of Publication

☐ The above is documented via attachments to the previous progress reports. Additional documentation, if applicable, is also attached for any previously not submitted publicity documentation i.e. screenshots, photographs, copies of articles, etc.

**6. EXPENDITURES AND REIMBURSEMENTS**

No.	Status (Approved/ Pending/ Rejected)	Period (MM/YY to MM/YY)	Alameda CTC Administered Funds	Other Matching Funds	TOTAL
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
TOTAL			\$	\$	\$

Page 3 of 4

**7. EXPENDITURE SUMMARY**  
Expenditures for this project shall be reported in the CTC Final Report. Funds for this project shall be reported in the CTC Final Report.

Table 2 - Expenditure Summary

Category	Alameda CTC Administered Funds				Other Funds	Total
	2019	2020	2021	2022		
Personnel						
Personnel - Base Salary						
Personnel - Fringe						
Personnel - Health						
Personnel - Pension						
Personnel - Other						
Personnel - Total						
Travel						
Travel - Airfare						
Travel - Lodging						
Travel - Meals						
Travel - Other						
Travel - Total						
Other						
Other - Total						
Total Expenditures						

**8. PROJECT CLOSE OUT**  
The project shall be closed out in accordance with the CTC Final Report. Funds for this project shall be reported in the CTC Final Report.

Page 4 of 4

## APPENDIX D

### ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

#### ALAMEDA CTC FUNDING SHIFT APPROVAL FORM

##### ADMINISTRATIVE AMENDMENT NO. [X]

Per the Section 10.1 of the AGREEMENT - Obligations of ALAMEDA CTC ADMINISTERED FUNDS authorized by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT. This includes shift funding obligations between PHASES, fiscal years and/or obligations between "Contracts" and "Sponsor Staff" costs.

The PROJECT SPONSOR must: (A) Obtain ALAMEDA CTC written approval of in advance through completion and submission to ALAMEDA CTC of this form: ALAMEDA CTC Funding Shift Approval Form; and (B) Provide a revised and updated Appendix A - Project Control Information to the AGREEMENT which reflects the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded.

The purpose of this Amendment No. [Insert No.] is to document the PROJECT SPONSOR's request and Alameda CTC's approval of the shift of ALAMEDA CTC ADMINISTERED FUNDS obligations as reflected in the table(s) below and in the revised Appendix A - Project Control Information and Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT.

Sponsor:	
Project No.:	
Agreement No.:	
Project Description:	
Date Executed:	
PHASE(S):	

Attached are Revisions to tables in

Appendix A: Project Control Information

Appendix B: ALAMEDA CTC ADMINISTERED FUNDS Obligated by this AGREEMENT

#### SPONSOR

#### ALAMEDA CTC

Requested by: \_\_\_\_\_ Approved by: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_ Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_



## APPENDIX E

### LOCAL BUSINESS CONTRACT EQUITY PROGRAM

Per Section I.14, the Project Sponsor shall abide by the current Alameda CTC Local Business Contract Equity program requirements referenced here: [http://www.alamedactc.org/app\\_pages/view/4543](http://www.alamedactc.org/app_pages/view/4543)

## APPENDIX F

### TASK DELIVERABLES AND DUE DATES

**Project Task Deliverables and Due Dates:** The Task Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Task Deliverables and Due Dates		
Task Deliverable	Deliverable	Deliverable Due Date to Alameda CTC
1	Progress Report No. 1 (July-December, 2017)	January 31, 2018
2	Progress Report No. 2 (January-June, 2018)	July 31, 2018
3	FY 2017-18 TFCA Annual (Interim) Report to BAAQMD	September 30, 2018
4	Progress Report No. 3 (July- December, 2018)	January 31, 2019
5	Progress Report No. 4 (January-June, 2019)	July 31, 2019
6	FY 2018-19 TFCA Annual (Interim) Report to BAAQMD	September 30, 2019
7	FY 2019-20 TFCA Annual (Interim) Report to BAAQMD	September 30, 2020
8	FY 2020-21 TFCA Annual (Interim) Report to BAAQMD	September 30, 2021
9	FY 2021-22 TFCA Annual (Interim) Report to BAAQMD	September 30, 2022
10	FY 2022-23 TFCA Annual (Interim) Report to BAAQMD	September 30, 2023
11	Final Invoice	By the Agreement Expiration Date
12	Final Report	By the Agreement Expiration Date
13	TFCA Final Report to BAAQMD (including 5 years of operations/usage data)	5 years and 3 months from the actual start date for operations

**Notes:**

1. Task Deliverables shall be received and approved by the Alameda CTC prior to Alameda CTC releasing a payment for a Request for Reimbursement.

## APPENDIX G

### PROJECT PERFORMANCE MEASURES

**Project Performance Measures:** The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Project Performance Measures and Targets	
Performance Measure	Target
Minimum number of bikes made available in Emeryville through the BABS/Ford GoBike Program	130 bikes
Minimum average number of bike trips taken per day per bike (average daily usage)	1.48 trips

**Note:**

1. Improvements are expected to achieve, as best as possible, the performance measures targets and/or project outcomes as established herein.



## APPENDIX H

### TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

*Appendix H is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.*

#### Appendix Index

Appendix H-1	TFCA Project Number and "Years of Effectiveness"
Appendix H-2	BAAQMD-approved TFCA County Program Manager Fund Policies
Appendix H-3	Minimum required insurance for TFCA-funded projects
Appendix H-4	Annual Interim (Progress) Report to BAAQMD for TFCA-funded projects
Appendix H-5	Final Report to BAAQMD for TFCA-funded projects

#### Note:

- The latest electronic versions of the TFCA Interim (Progress) and Final Report forms are available from:  
[http://www.alamedactc.org/app\\_pages/view/8066](http://www.alamedactc.org/app_pages/view/8066).
- The format and content required are subject to change.

## APPENDIX H-1

### TFCA PROJECT NUMBER AND "YEARS OF EFFECTIVENESS"

The PROJECT's established TFCA Project Number is to be included on all PROJECT reports and invoices. The PROJECT's established period for TFCA "Years of Effectiveness" is used by Alameda CTC and BAAQMD to evaluate the cost effectiveness of the PROJECT and represents the minimum period of time PROJECT SPONSOR is to maintain and/or operate the PROJECT, per BAAQMD requirements. It is not intended to reflect the number of years a capital project is expected to last.

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TFCA Project Number:

- 18ALA02

TFCA "Years of Effectiveness":

- Minimum of five (5) years.

APPENDIX H-2

BAAQMD-APPROVED TFCA COUNTY PROGRAM MANAGER FUND POLICIES

*[See Attached]*

Note: The following APPENDIX H-2 is a copy of *Appendix D: Board-Adopted TFCA County Program Manager Fund Policies for FYE 2018* from BAAQMD's TFCA County Program Manager Fund Expenditure Plan Guidance, Fiscal Year Ending 2018. As incorporated into this AGREEMENT, (i) the term "Air District" in the attached shall be deemed to mean and refer to BAAQMD, (ii) "Program Manager" shall be deemed to mean and refer to ALAMEDA CTC, and (iii) "GRANTEE" shall be deemed to mean and refer to SPONSOR.



County Program Manager Fund Expenditure Plan Guidance FYE 2018

## Appendix D: Board-Adopted TFCA County Program Manager Fund Policies for FYE 2018

Adopted November 16, 2016

The following Policies apply to the Bay Area Air Quality Management District's (Air District) Transportation Fund for Clean Air (TFCA) County Program Manager Fund for fiscal year ending (FYE) 2018.

### BASIC ELIGIBILITY

1. **Reduction of Emissions:** Only projects that result in the reduction of motor vehicle emissions within the Air District's jurisdiction are eligible.

Projects must conform to the provisions of the California Health and Safety Code (HSC) sections 44220 et seq. and these Air District Board of Directors adopted TFCA County Program Manager Fund Policies for FYE 2018.

Projects must achieve surplus emission reductions, i.e., reductions that are beyond what is required through regulations, ordinances, contracts, and other legally binding obligations at the time of the execution of a grant agreement between the County Program Manager and the grantee. Projects must also achieve surplus emission reductions at the time of an amendment to a grant agreement if the amendment modifies the project scope or extends the project completion deadline.

2. **TFCA Cost-Effectiveness:** Projects must not exceed the maximum cost-effectiveness (C-E) limit noted in Table 1. Cost-effectiveness (\$/weighted ton) is based on the ratio of TFCA funds awarded divided by the sum of surplus emissions reduced of reactive organic gases (ROG), nitrogen oxides (NOx), and weighted PM10 (particulate matter 10 microns in diameter and smaller) over a project's useful life. All TFCA-generated funds (e.g., reprogrammed TFCA funds) that are awarded or applied to a project must be included in the evaluation. For projects that involve more than one independent component (e.g., more than one vehicle purchased, more than one shuttle route), each component must achieve this cost-effectiveness requirement.

County Program Manager administrative costs are excluded from the calculation of a project's TFCA cost-effectiveness.

Table 1: Maximum Cost-Effectiveness for FYE 2018 County Program Manager Fund Projects

Policy No.	Project Category	Maximum C-E (\$/weighted ton)
22	Alternative Fuel Light-Duty Vehicles	250,000
23	Reserved	Reserved
24	Alternative Fuel Heavy-Duty Vehicles and Buses	250,000
25	On-Road Goods Movement Truck Replacements	90,000
26	Alternative Fuel Infrastructure	250,000
27	Ridesharing Projects	150,000
28 a.-h.	Shuttle/Feeder Bus Service – Existing	200,000; 250,000 for services in CARE Areas or PDAs
28 i.	Shuttle/Feeder Bus Service - Pilot	Year 1 - 250,000 Year 2 - see Policy #28.a-h.
28 j.	Shuttle/Feeder Bus Service – Pilot in CARE Areas or PDAs	Years 1 & 2 - 500,000 Year 3 - see Policy #28.a-h.

County Program Manager Fund Expenditure Plan Guidance FYE 2018

29	Bicycle Projects	250,000
30	Bike Share	500,000
31	Arterial Management	175,000
32	Smart Growth/Traffic Calming	175,000

3. **Eligible Projects and Case-by-Case Approval:** Eligible projects are those that conform to the provisions of the HSC section 44241, Air District Board-adopted policies, and Air District guidance. On a case-by-case basis, County Program Managers must receive approval by the Air District for projects that are authorized by the HSC section 44241 and achieve Board-adopted TFCA cost-effectiveness but do not fully meet other Board-adopted Policies.
4. **Consistent with Existing Plans and Programs:** All projects must comply with the Transportation Control and Mobile Source Control measures included in the Air District's most recently approved strategies for achieving and maintaining State and national ozone standards, those plans and programs established pursuant to HSC sections 40233, 40717, and 40919; and, when specified, other adopted federal, State, regional, and local plans and programs.
5. **Eligible Recipients:** Grant recipients must be responsible for the implementation of the project, have the authority and capability to complete the project, and be an applicant in good standing with the Air District (Policies #8-10).
  - a. Public agencies are eligible to apply for all project categories.
  - b. Non-public entities are only eligible to apply for new alternative-fuel (light, medium, and heavy-duty) vehicle and infrastructure projects, and advanced technology demonstrations that are permitted pursuant to HSC section 44241(b)(7).
6. **Readiness:** Projects must commence by the end of calendar year 2018. For purposes of this policy, "commence" means a tangible action taken in connection with the project's operation or implementation, for which the grantee can provide documentation of the commencement date and action performed. "Commence" can mean the issuance of a purchase order to secure project vehicles and equipment, commencement of shuttle/feeder bus and ridesharing service, or the delivery of the award letter for a construction contract.
7. **Maximum Two Years Operating Costs:** Unless otherwise specified in policies #22 through #32, TFCA County Program Manager Funds may be used to support up to two years of operating costs for service-based projects (e.g., ridesharing, shuttle and feeder bus service). Grant applicants that seek TFCA funds for additional years must reapply for funding in the subsequent funding cycles.

**APPLICANT IN GOOD STANDING**

8. **Independent Air District Audit Findings and Determinations:** Grantees who have failed either the fiscal audit or the performance audit for a prior TFCA-funded project awarded by either County Program Managers or the Air District are excluded from receiving an award of any TFCA funds for three (3) years from the date of the Air District's final audit determination in accordance with HSC section 44242 or for a duration determined by the Air District Air Pollution Control Officer (APCO). Existing TFCA funds already awarded to the project sponsor will not be released until all audit recommendations and remedies have been satisfactorily implemented. A failed fiscal audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed performance audit means that the program or project was not implemented in accordance with the applicable Funding Agreement or grant agreement.

A failed fiscal or performance audit of the County Program Manager or its grantee may subject the County Program Manager to a reduction of future revenue in an amount equal to the amount which was inappropriately expended pursuant to the provisions of HSC section 44242(c)(3).



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9. **Authorization for County Program Manager to Proceed:** Only a fully executed Funding Agreement (i.e., signed by both the Air District and the County Program Manager) constitutes the Air District's award of County Program Manager Funds. County Program Managers may incur costs (i.e., contractually obligate itself to allocate County Program Manager Funds) only after the Funding Agreement with the Air District has been executed.
10. **Maintain Appropriate Insurance:** Both the County Program Manager and each grantee must obtain and maintain general liability insurance, workers compensation insurance, and additional insurance as appropriate for specific projects, with required coverage amounts provided in Air District guidance and final amounts specified in the respective grant agreements.

**INELIGIBLE PROJECTS**

11. **Duplication:** Duplicative projects are not eligible. Projects that propose to expand and achieve additional emission reductions of existing projects are eligible (e.g., shuttle service or route expansion, previously-funded project that has completed its Project Useful Life).
12. **Planning Activities:** A grantee may not use any TFCA funds for planning related activities unless they are directly related to the implementation of a project or program that result in emission reductions.
13. **Employee Subsidies:** Projects that provide a direct or indirect financial transit or rideshare subsidy or shuttle/feeder bus service exclusively to the grantee's employees are not eligible.
14. **Cost of Developing Proposals:** Grantees may not use any TFCA funds to cover the costs of developing grant applications.

**USE OF TFCA FUNDS**

15. **Combined Funds:** Unless otherwise specified in policies #22 through #32, TFCA County Program Manager Funds may not be combined with TFCA Regional Funds to fund a County Program Manager Fund project. Projects that are funded by the TFCA County Program Manager Fund are not eligible for additional funding from other funding sources that claim emissions credits. For example, County Program Manager-funded projects may be combined with Congestion Mitigation and Air Quality (CMAQ) funds because CMAQ does not require emissions reductions for funding eligibility.
16. **Administrative Costs:** The County Program Manager may not expend more than 6.25 percent of its County Program Manager Funds for its administrative costs. The County Program Manager's costs to prepare and execute its Funding Agreement with the Air District are eligible administrative costs. Interest earned on County Program Manager Funds shall not be included in the calculation of the administrative costs. To be eligible for reimbursement, administrative costs must be clearly identified in the expenditure plan application and in the Funding Agreement, and must be reported to the Air District.
17. **Expend Funds within Two Years:** County Program Manager Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the County Program Manager in the applicable fiscal year, unless a County Program Manager has made the determination based on an application for funding that the eligible project will take longer than two years to implement. Additionally, a County Program Manager may, if it finds that significant progress has been made on a project, approve no more than two one-year schedule extensions for a project. Any subsequent schedule extensions for projects can only be given on a case-by-case basis, if the Air District finds that significant progress has been made on a project, and the Funding Agreement is amended to reflect the revised schedule.
18. **Unallocated Funds:** Pursuant to HSC 44241(f), any County Program Manager Funds that are not allocated to a project within six months of the Air District Board of Directors approval of the County Program Manager's Expenditure Plan may be allocated to eligible projects by the Air District. The Air

County Program Manager Fund Expenditure Plan Guidance FYE 2018

District shall make reasonable effort to award these funds to eligible projects in the Air District within the same county from which the funds originated.

19. Reserved.

20. Reserved.

21. Reserved.

**ELIGIBLE PROJECT CATEGORIES**

**22. Alternative Fuel Light-Duty Vehicles:**

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction. All of the following conditions must be met for a project to be eligible for TFCA funds:

- a. Vehicles purchased and/or leased have a gross vehicle weight rating (GVWR) of 14,000 lbs. or lighter.
- b. Vehicles are 2017 model year or newer
  - i. hybrid-electric, electric, fuel cell, and CNG/LNG vehicles that are certified by the California Air Resources Board (CARB) as meeting established super ultra-low emission vehicle (SULEV), partial zero emission vehicle (PZEV), advanced technology-partial zero emission vehicle (AT-PZEV), or zero emission vehicle (ZEV) standards; or
  - ii. electric neighborhood vehicles (NEV) as defined in the California Vehicle Code.
- c. Vehicles must be maintained and operated within the Air District's jurisdiction.
- d. The amount of TFCA funds awarded may not exceed 90% of the vehicle's cost after all other grants and applicable manufacturer and local/state/federal rebates and discounts are applied.

Gasoline and diesel (non-hybrid) vehicles are not eligible for TFCA funds. Funds are not available for non-fuel system upgrades, such as transmission and exhaust systems, and should not be included in the cost of the project.

Grantees may request authorization of up to 50% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle.

23. Reserved.

**24. Alternative Fuel Heavy-Duty Vehicles and Buses:**

These projects are intended to accelerate the deployment of qualifying alternative fuel vehicles that operate within the Air District's jurisdiction. All of the following conditions must be met for a project to be eligible for TFCA Funds:

- a. Vehicles purchased and/or leased either have a GVWR greater than 14,000 lbs or are classified as urban buses.
- b. Vehicles are 2017 model year or newer hybrid-electric, electric, CNG/LNG, and hydrogen fuel cell vehicles approved by the CARB.
- c. Vehicles must be maintained and operated within the Air District's jurisdiction.



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- d. The amount of TFCA funds awarded may not exceed 90% of the vehicle's cost after all other grants and applicable manufacturer and local/state/federal rebates and discounts are applied.
- e. **Scrapping Requirements:** Grantees with a fleet that includes model year 1998 or older heavy-duty diesel vehicles must scrap one model year 1998 or older heavy-duty diesel vehicle for each new vehicle purchased or leased under this grant. Costs related to the scrapping of heavy-duty vehicles are not eligible for reimbursement with TFCA funds.

TFCA funds may not be used to pay for non-fuel system upgrades such as transmission and exhaust systems.

Grantees may request authorization of up to 50% of the TFCA Funds awarded for each vehicle to be used to pay for costs directly related to the purchase and installation of alternative fueling infrastructure and/or equipment used to power the new vehicle.

Projects that seek to replace a vehicle in the same weight-class as the proposed new vehicle, may qualify for additional TFCA funding. Costs related to the scrapping and/or dismantling of the existing vehicle are not eligible for reimbursement with TFCA funds.

25. **On-Road Goods Movement Truck Replacements:** The project will replace Class 6, Class 7, or Class 8 diesel-powered trucks that have a gross vehicle weight rating (GVWR) of 19,501 lbs. or greater (per vehicle weight classification definition used by Federal Highway Administration (FHWA) with new or used trucks that have an engine certified to the 2010 CARB emissions standards or cleaner. Eligible vehicles are those that are used for goods movement as defined by CARB. The existing trucks must be registered with the California Department of Motor Vehicles (DMV) to an address within the Air District's jurisdiction, and must be scrapped after replacement.

26. **Alternative Fuel Infrastructure:**

**Eligibility:** Eligible refueling infrastructure projects include new dispensing and charging facilities, or additional equipment or upgrades and improvements that expand access to existing alternative fuel fueling/charging sites (e.g., electric vehicle, CNG, hydrogen). This includes upgrading or modifying private fueling/charging sites or stations to allow public and/or shared fleet access. TFCA funds may be used to cover the cost of equipment and installation. TFCA funds may also be used to upgrade infrastructure projects previously funded with TFCA funds as long as the equipment was maintained and has exceeded the duration of its useful life after being placed into service.

TFCA-funded infrastructure projects must be available to and accessible by the public. Equipment and infrastructure must be designed, installed, and maintained as required by the existing recognized codes and standards and as approved by the local/state authority.

TFCA funds may not be used to pay for fuel, electricity, operation, and maintenance costs.

27. **Ridesharing Projects:** Eligible ridesharing projects provide carpool, vanpool or other rideshare services. Projects that provide a direct or indirect financial transit or rideshare subsidy are also eligible under this category.

28. **Shuttle/Feeder Bus Service:**

These projects are intended to reduce single-occupancy vehicle trips by providing short-distance connections. All of the following conditions must be met for a project to be eligible for TFCA funds:

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- a. The service must provide direct connections between a mass transit hub (e.g., a rail or Bus Rapid Transit (BRT) station, ferry or bus terminal or airport) and a distinct commercial or employment location.
- b. The service's schedule must be coordinated to have a timely connection with corresponding mass transit service.
- c. The service must be available for use by all members of the public.
- d. TFCA funds may be used to fund only shuttle services to locations that are under-served and lack other comparable service. For the purposes of this policy, "comparable service" means that there exists, either currently or within the last three years, a direct, timed, and publicly accessible service that brings passengers to within one-third (1/3) mile of the proposed commercial or employment location from a mass transit hub. A proposed service will not be deemed "comparable" to an existing service if the passengers' proposed travel time will be at least 15 minutes shorter and at least 33% shorter than the existing service's travel time to the proposed destination;
- e. Reserved.
- f. Grantees must be either: 1) a public transit agency or transit district that directly operates the shuttle/feeder bus service; or (2) a city, county, or any other public agency.
- g. Applicants must submit a letter of concurrence from the transit district or transit agency that provides service in the area of the proposed route, certifying that the service does not conflict with existing service.
- h. Each route must meet the cost-effectiveness requirement in Policy #2. Projects that would operate in Highly Impacted Communities or Episodic Areas as defined in the Air District Community Air Risk Evaluation (CARE) Program, or in Priority Development Areas (PDAs), may qualify for funding at a higher cost-effectiveness limit (see Policy #2).
- i. Pilot Shuttle/Feeder Bus Service projects are defined as routes that are at least 70% unique and where no other service was provided within the past three years. In addition to meeting the conditions listed in Policy #28.a.-h. for shuttle/feeder bus service, pilot shuttle/feeder bus service, project applicants must also comply with the following application criteria and agree to comply with the project implementation requirements:
  - i. Provide data and other evidence demonstrating the public's need for the service, including a demand assessment survey and letters of support from potential users. Project applicants must agree to conduct a passenger survey for each year of operation.
  - ii. Provide written documentation of plans for financing the service in the future;
  - iii. Provide a letter from the local transit agency denying service to the project's proposed service area, which includes the basis for denial of service to the proposed areas. The applicant must demonstrate that the project applicant has attempted to coordinate service with the local service provider and has provided the results of the demand assessment survey to the local transit agency. The applicant must provide the transit service provider's evaluation of the need for the shuttle service to the proposed area.
  - iv. Pilot projects located in Highly Impacted Communities as defined in the Air District CARE Program and/or a Planned or Potential PDA may receive a maximum of three years of TFCA Funds under the Pilot designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every

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year, and continued funding will be contingent upon the projects meeting the following requirements:

1. During the first year and by the end of the second year of operation, projects must not exceed a cost-effectiveness of \$500,000/ton, and
  2. By the end of the third year of operation, projects must meet all of the requirements, including cost-effectiveness limit, of Policy #28.a.-h. (existing shuttles).
- v. Projects located outside of CARE areas and PDAs may receive a maximum of two years of TFCA Funds under this designation. For these projects, the project applicants understand and must agree that such projects will be evaluated every year, and continued funding will be contingent upon the projects meeting the following requirements:
1. By the end of the first year of operation, projects shall meet a cost-effectiveness of \$250,000/ton, and
  2. By the end of the second year of operation, projects shall meet all of the requirements, including cost-effectiveness limit, of Policy #28.a.-h. (existing shuttles).

**29. Bicycle Projects:**

New bicycle facility projects or upgrades to an existing bicycle facility that are included in an adopted countywide bicycle plan, Congestion Management Program (CMP), countywide transportation plan (CTP), city plan, or the Metropolitan Transportation Commission's (MTC) Regional Bicycle Plan are eligible to receive TFCA funds. Projects that are included in an adopted city general plan or area-specific plan must specify that the purpose of the bicycle facility is to reduce motor vehicle emissions or traffic congestion. A project that proposes to upgrade an existing bicycle facility is eligible only if that project involves converting an existing Class-2 or Class-3 facility to a Class-1 or Class-4 facility.

Eligible projects are limited to the following types of bicycle facilities for public use that result in motor vehicle emission reductions:

- a. New Class-1 bicycle paths;
- b. New Class-2 bicycle lanes;
- c. New Class-3 bicycle routes;
- d. New Class-4 cycle tracks or separated bikeways;
- e. Upgraded Class-1 or Class-4 bicycle facilities;
- f. Bicycle racks, including bicycle racks on transit buses, trains, shuttle vehicles, and ferry vessels;
- g. Electronic bicycle lockers;
- h. Capital costs for attended bicycle storage facilities; and
- i. Purchase of two-wheeled or three-wheeled vehicles (self-propelled or electric), plus mounted equipment required for the intended service and helmets.
- j. Reserved.

All bicycle facility projects must, where applicable, be consistent with design standards published in the California Highway Design Manual, or conform to the provisions of the Protected Bikeway Act of 2014.



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**30. Bike Share:**

Projects that make bicycles available to individuals for shared use for completing first- and last-mile trips in conjunction with regional transit and stand-alone short distance trips are eligible for TFCA funds, subject to all of the following conditions:

- a. Projects must either increase the fleet size of existing service areas or expand existing service areas to include new Bay Area communities.
- b. Projects must have a completed and approved environmental plan and a suitability study demonstrating the viability of bicycle sharing.
- c. Projects must have shared membership and/or be interoperable with the Bay Area Bike Share (BABS) project when they are placed into service, in order to streamline transit for end users by reducing the number of separate operators that would comprise bike trips. Projects that meet one or more of the following conditions are exempt from this requirement:
  - i. Projects that do not require membership or any fees for use, or
  - ii. Projects that were provided funding under MTC's Bike Share Capital Program to start a new or expand an existing bike share program; or,
  - iii. Projects that attempted to coordinate with, but were refused by, the current BABS operator to have shared membership or be interoperable with BABS. Applicants must provide documentation showing proof of refusal.

Projects may be awarded FYE 2018 TFCA funds to pay for up to five years of operations.

**31. Arterial Management:**

Arterial management grant applications must identify a specific arterial segment and define what improvement(s) will be made to affect traffic flow on the identified arterial segment. Projects that provide routine maintenance (e.g., responding to citizen complaints about malfunctioning signal equipment) are not eligible to receive TFCA funds. Incident management projects on arterials are eligible to receive TFCA funds. Transit improvement projects include, but are not limited to, bus rapid transit and transit priority projects. Signal timing projects are eligible to receive TFCA funds. Each arterial segment must meet the cost-effectiveness requirement in Policy #2.

Physical improvements that support development projects and/or calm traffic, resulting in motor vehicle emission reductions, are eligible for TFCA funds, subject to the following conditions:

- a. The development project and the physical improvements must be identified in an approved area-specific plan, redevelopment plan, general plan, bicycle plan, pedestrian plan, traffic-calming plan, or other similar plan.
- b. The project must implement one or more transportation control measures (TCMs) in the most recently adopted Air District plan for State and national ambient air quality standards. Pedestrian projects are eligible to receive TFCA funds.
- c. The project must have a completed and approved environmental plan. If a project is exempt from preparing an environmental plan as determined by the public agency or lead agency, then that project has met this requirement.

Traffic calming projects are limited to physical improvements that reduce vehicular speed by design and improve safety conditions for pedestrians, bicyclists or transit riders in residential retail, and employment areas.



### APPENDIX H-3

#### TFCA INSURANCE REQUIREMENTS

*[See Below and Attached]*

Note: The below insurance requirements for TFCA projects are followed by a copy of *Appendix H-3: Insurance Guidelines* from BAAQMD's TFCA County Program Manager Fund Expenditure Plan Guidance, Fiscal Year Ending 2018. As incorporated into this Agreement, (i) the term "Air District" in the attached shall be deemed to mean and refer to BAAQMD, (ii) "County Program Manager" shall be deemed to mean and refer to ALAMEDA CTC, and (iii) "Grantee" shall be deemed to mean and refer to SPONSOR.

#### INSURANCE REQUIREMENTS

##### Verification of Coverage

SPONSOR is required to provide certificates and/or other evidence of the required insurance coverage prior to the execution of a fund-transfer agreement and annually thereafter throughout and until project completion. Certificates, policies and other evidence provided shall specify that the ALAMEDA CTC and BAAQMD shall receive 30 days advanced notice of cancellation from the insurers.

Additionally, SPONSOR is to require all professional services consultants, contractors and subcontractors involved with the PROJECT to name ALAMEDA CTC, its officers, employees and consultants as additional insured on all insurance required by SPONSOR for PROJECT.

##### Minimum Scope of Insurance

Throughout the Term of the AGREEMENT, SPONSOR shall obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance:** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of SPONSOR, and to the operation of the vehicles, vessels, engines or equipment operated by Sponsor.
2. **Property Insurance:** in an amount of not less than the insurable value of SPONSOR's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

##### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The ALAMEDA CTC may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

## *Appendix F: Insurance Guidelines*

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This appendix provides guidance on the insurance coverage and documentation typically required for TFCA County Program Manager Fund projects. Note that the Air District reserves the right to specify different types or levels of insurance in the Funding Agreement.

The typical Funding Agreement requires that each Grantee provide documentation showing that they meet the following requirements for each of their projects. The County Program Manager is not required to meet these requirements itself, unless it is acting as a Grantee.

### 1. Liability Insurance:

Corporations and Public Entities - a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, engines or equipment operated by the Project Sponsor.

Single Vehicle Owners - a limit of not less than \$750,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Grantee, and to the operation of the vehicles, engines or equipment operated by the Grantee.

### 2. Property Insurance:

New Equipment Purchases - an amount of not less than the insurable value of Grantee's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

Retrofit Projects - 2003 model year vehicles or engines or newer in an amount of not less than the insurable value of Grantee's vehicles, engines or equipment funded under this Agreement, and covering all risks of loss, damage or destruction of such vehicles, engines or equipment.

### 3. Workers Compensation Insurance:

Construction projects - including but not limited to bike/pedestrian paths, bike lanes, smart growth and vehicle infrastructure, as required by California law and employers insurance with a limit not less than \$1 million.

### 4. Acceptability of Insurers:

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.

The following table lists the type of insurance coverage generally required for each project type. The requirements may differ in specific cases. County Program Managers should contact the Air District liaison with questions, especially about unusual projects.

County Program Manager Fund Expenditure Plan Guidance FYE 2018

Project Category	Liability	Property	Workers Compensation
Vehicle purchase and lease	X	X	
Engine retrofits	X	X	
Operation of shuttle services	X		X
Operation of vanpools	X		
Construction of bike/pedestrian path or overpass	X		X
Construction of bike lanes	X		X
Construction of cycle tracks/separated bikeways	X		X
Construction of smart growth/traffic calming projects	X		X
Construction of vehicle fueling/charging infrastructure	X	X	X
Arterial management/signal timing	X		X
Purchase and installation of bicycle lockers and racks	X	X	X
Transit marketing programs	X		
Ridesharing projects	X		X
Bike Share projects	X	X	X
Transit pass subsidy or commute incentives	X		
Guaranteed Ride Home Program	X		

APPENDIX H-4

ANNUAL INTERIM (PROGRESS) REPORT TO BAAQMD FOR TFCA-FUNDED PROJECTS



Date \_\_\_\_\_

### TFCA INTERIM PROJECT REPORT FORM

*Required for all projects that were not 100% complete as of June 30th*

**Note:** For projects completed before June 30<sup>th</sup> - a Final Report is required.

For projects completed after June 30<sup>th</sup> - either an Interim or Final Report is due.

TFCA Project No.:	_____	TFCA \$ Awarded: \$	_____
		Total Project Cost to Date: \$	_____
		TFCA Funds Reimbursed to Date (Paid by Alameda CTC): \$	_____
Project Sponsor:	_____		
Project Title:	_____		
Percent Complete:	_____	Project Start Date:	_____
Current TFCA Expenditure Deadline:	_____		
Is a 1-year extension to the TFCA expenditure deadline requested? Yes: ____ No: ____			
If yes, provide: (1) the reason and whether significant progress has been made on the project (see footnote, below), and (2) revised project completion and final report dates:			

**TFCA County Program Manager (Alameda CTC) to complete this section:**

Project Completion Date extended by Alameda CTC? Yes: ____ No: ____
Extended TFCA Expenditure Deadline: _____
Revised Anticipated Project Completion Date: _____
Revised Anticipated Date of Final Report Submission to Alameda CTC: _____
Has the amount of TFCA funds awarded changed in the past year? Yes: ____ No: ____
If yes, revised TFCA award: \$ _____
Explanation:

\*In some cases, the County Program Manager may approve a schedule extension for a Project Sponsor to complete its project(s), if a determination is made that significant progress has been made pursuant to HSC 44242(d). See the applicable Agreement for details.

3. List the project activities that remain to be completed (this fiscal year forward) along with scheduled dates for each, including dates for project completion, TFCA final invoice and final report:

TFCA Project No. \_\_\_\_\_

**Certifications:**

**A. Project Sponsor:**

I, \_\_\_\_\_ (print name), certify that the information provided is complete and correct.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_/\_\_\_\_/\_\_\_\_  
Date

**B. County Program Manager (Alameda CTC):**

I, \_\_\_\_\_ (print name), to the best of my knowledge, certify that the information provided is complete and correct; and that if one or more extensions have been approved, that significant progress has been made on each project for which the funds were granted, pursuant to HSC 44242(d).

\_\_\_\_\_  
Signature

APPENDIX H-5

FINAL REPORT TO BAAQMD FOR TFCA-FUNDED PROJECTS

*[See Attached]*



Date \_\_\_\_\_

**FINAL REPORT FORM 3 – BICYCLE PROJECTS**  
(Formerly titled "Project Monitoring Form 3 - Bicycle Projects")

**For Bicycle Projects**

TFCA Project # \_\_\_\_\_ Initial TFCA \$ Awarded: \$ \_\_\_\_\_  
Total TFCA \$ Awarded: \$ \_\_\_\_\_  
Total TFCA Funds Expended by County Program Manager: \$ \_\_\_\_\_  
Total Project Cost: \$ \_\_\_\_\_  
Project Sponsor: \_\_\_\_\_  
Project Title: \_\_\_\_\_  
Contact: \_\_\_\_\_  
Phone: \_\_\_\_\_ Email: \_\_\_\_\_  
Initial Project Start Date: \_\_\_\_\_ Project Completion Date: \_\_\_\_\_  
Final Cost-Effectiveness Value (ACTG to complete): \$ \_\_\_\_\_ / ton (weighted)

Complete the section(s) that applies to the type of project implemented. Use additional sheets as needed.

1. **Project Description:** Provide a brief description of the project implemented. Include all applicable information if the scope of the project changed in any way since it was originally approved.
2. **Monitoring Methodology:** Describe the methodology used to obtain the data listed below and explain any assumptions made to generate data. If a survey was performed, provide a copy of survey form and summary data.

3. Bicycle Paths, Lanes and Routes: Provide the following information for each project segment.

Segment Name (and limits)	Segment ADT (For Class 1, use nearest parallel st.)	Class (1, 2, or 3)	Segment Length (to nearest 0.1 mile)	If Gap Closure, Total Length of resulting facility	# Trips per Day (1-way)*

*Note: Class 1 = off-street bicycle path, Class 2 = on-street bike lane, Class 3 = on-street bike route (no bike lane). For a project installing bike lanes on only one side of the road, the # Trips per Day should be halved.*

3A. Provide the calculation used for the reported number of 1-way bike trips per day in the above table:

3B. If counts were conducted, report pre- and/or post-project bicycle count data in the below table:

Segment Name	Pre-Project Counts				Post-Project Counts			
	Date	# of Bikes	Time Period (from-to)	Trips per day (1-way)*	Date	# of Bikes	Time Period (from-to)	Trips per day (1-way)*

*\* For this table, the reported bike trips per day are to be based on count numbers and a reasonable estimate for the hours per day a facility is used.*

4. Bicycle Lockers and Racks:

	Location (street address, city, zip)	# Units Installed	Capacity per Unit	Cost per Unit	Avg. # Users/Day	# of Trips(1-way) Eliminated/Day*
Mechanical Lockers						
Electronic Lockers						
Regular Racks						
Racks on Buses						

*\* For eliminated car trips per day, lockers are assumed to eliminate a maximum of 100% of capacity. Racks are assumed to eliminate a maximum of 50% of capacity.*

5. Bicycle Purchase Projects: Provide information on bicycle usage.

Miles Traveled	Type of Bike	# of Hours of Usage	# Bikes Purchased	Cost per Bike

6. Other Requirements: Sponsor shall attach documentation for all assumptions and calculations used for all reported data, including applicable ridership, counts, and surveys or as required in the TFCA funding agreement, including documentation that the BAAQMD and Alameda CTC were credited as a funding source. List all report attachments below (add lines as needed):

- 1)
- 2)
- 3)
- 4)

7. Certifications:

A. Project Sponsor:

I, \_\_\_\_\_ (print name), certify that the information provided is complete and correct.

\_\_\_\_\_  
Project Sponsor Signature

\_\_\_\_\_  
Title

B. Program Manager (Alameda CTC):

I, \_\_\_\_\_ (print name), to the best of my knowledge, certify that the information provided is complete and correct.

\_\_\_\_\_  
County Program Manager Liaison Signature

\_\_\_\_ Yes, the Final Cost-effective Worksheet is attached.

