



City of Palo Alto City Council Staff Report

(ID # 14119)

Report Type: Action Items

Meeting Date: 4/18/2022

Summary Title: Downtown Housing Plan: Initiation and MTC Supplement Agreement & Budget Amendment

Title: Approval of Supplement Agreement No. 1 to the Master Funding Agreement Between the City of Palo Alto and the Metropolitan Transportation Commission for \$800,000 in Priority Development Area Planning Grant Funds to Prepare a Downtown Housing Plan; Approve Budget Amendments in the General Fund; and to Initiate the Plan Process for a Sub-Area of the Downtown Priority Development Area. Environmental Assessment: Exempt Under CEQA Guidelines Sections 15061(b)(3) and 15262.

From: City Manager

Lead Department: Planning and Development Services

Recommendation:

Staff recommends that the City Council either:

A. Proceed with acceptance of the grant with the following actions:

1. Approve and authorize the City Manager to execute Supplement Agreement No. 1 to the Master Funding Agreement between the City of Palo Alto and the Metropolitan Transportation Commission (Attachment A) for \$800,000 in Priority Development Area Planning Grant funds to prepare a Downtown Housing Plan;
2. Amend the Fiscal Year 2022 Budget Appropriation for the General Fund budget by: (approval by a two-thirds vote required)
 - a. Increasing the Planning and Development Services grants revenues by \$800,000;
 - b. Increasing the Planning and Development Services appropriation for contract services by \$800,000 to recognize the Priority Development Area Planning Grant Funds;
 - c. Increasing the Planning and Development Services appropriation for contract services in the amount of \$150,000; and
 - d. Decreasing the General Fund Budget Stabilization Reserve in the amount of \$150,000;

3. Initiate the local planning process for a Downtown Housing Plan; and
 4. Direct staff to return to Council for identification of goals for preparation of the Downtown Housing Plan; or,
- B. Decline to accept the grant.

Executive Summary:

The University Avenue/downtown area is a local activity center, regional job center, and an international destination due to its proximity to Stanford University and global companies. In January 2020, the City Council designated the University Avenue/downtown area as a Priority Development Area (PDA) to seek grant funding for planning or implementation activities. The Metropolitan Transportation Commission (MTC) has since authorized the award of an \$800,000 grant to the City to prepare a Downtown Housing Plan.

The Housing Plan will focus on housing production in the Downtown, including affordable housing, and will implement policies from the City's Comprehensive Plan. Community engagement will be key to the success of the planning effort, as will technical, design, and planning work by qualified consultants funded by the grant.

The grant does not have a matching fund requirement. The City would pay upfront costs for the work and submit reimbursement requests to the grant funding agency upon the completion of certain tasks. The work must be completed within three (3) years from April 30, 2022; though there is the opportunity for a one-year extension. The grant funding agency will not reimburse City expenses for incomplete milestones after the three (or four) year project timeline.

While no matching funds are required, from staff's recent experience with the North Ventura Coordinated Area Plan (NVCAP) and housing element, it is anticipated the \$800,000 grant will not cover all project-related costs. Specifically, the level of community engagement and data analysis in Palo Alto typically requires more consultant funding than may be initially anticipated. Moreover, due to staff resources already committed to other Council-directed policy efforts, including the NVCAP, Housing Element, renter protection and other work, staff requests \$150,000 annually to provide consultant project management support for this project.

Staff recommends the Council consider the additional resources that would be necessary to support this effort. The decision to provide additional consultant resources could be deferred to the Council's deliberation on the annual budget if Council is not prepared to allocate funds from the budget stabilization reserve. Staff expects it would also have a clearer indication during the budget process as to the overall cost to prepare the Downtown Housing Plan from consultants responding to the City's request for proposals.

To preserve the City's interest in preparing the Downtown Housing Plan using the available grant funds, however, the City must execute Supplement Agreement No. 1 to the Master Funding Agreement before April 30, 2022. Should the additional resources necessary to support acceptance of this grant and project not be prioritized and approved through the budget process, staff would release the grant funds back to MTC.

Background:

PDA Designation

On January 13, 2020, the City Council adopted by resolution¹ the PDA designation for the Downtown/University Avenue area.² The Downtown/University Avenue PDA was subsequently approved by the Association of Bay Area Governments (ABAG). The Downtown/University Avenue PDA includes approximately 206 acres and all within a half-mile of the University Avenue Caltrain Station. See Attachment B for a map of the entire Downtown/University Avenue PDA. The purpose of the PDA is to help guide growth that aligns with transportation and housing policies. In particular, the PDA strives to support growth around transit facilities and provide opportunities to connect housing and jobs. Funding to support these objectives is available through competitive grants to conduct planning or implementation activities within the boundaries of the PDA.

PDA Planning Grant

In December 2020, the MTC issued a call for letters of interest for PDA Planning Grants for projects implementing the PDA—linking regional and local planning and for integrating land use and transportation planning. This PDA Planning Grant program provides funding for specific plans³ that result in intensified land uses around public transit hubs and bus and rail corridors in the Bay Area. The City submitted a letter of interest requesting the maximum fund limit of \$800,000 on February 12, 2021 in response to the MTC call. The City applied with the intent to use grant money to fund the preparation of a Housing Plan for Downtown (University Avenue).

On May 14, 2021, the MTC adopted a resolution awarding \$800,000 to the City for the preparation of a Housing Plan for the downtown. In awarding this funding to the City, the MTC noted that preference was given to proposals that would implement Plan Bay Area 2050 and support housing production at all income levels. There is no matching funding requirement for

¹ PDA Resolution #9876: <https://www.cityofpaloalto.org/files/assets/public/city-clerk/resolutions/reso-9876.pdf?t=43662.63>

² January 13, 2020 City Council Staff Report for designating the Downtown PDA: <https://www.cityofpaloalto.org/civicax/filebank/blobdownload.aspx?BlobID=74728>

³ Specific Plans are policy planning documents defined and regulated by the State of California: https://leginfo.ca.gov/faces/codes_displayText.xhtml?lawCode=GOV&division=1.&title=7.&part=&chapter=3.&article=8.

the grant. Since the award, City staff has been communicating with MTC to refine the scope of work for the Housing Plan, which is contained within Attachment A as part of the Supplement Agreement No. 1 to the Master Funding Agreement. MTC has informed staff that this agreement must be signed and executed by all parties before the April 30, 2022 deadline to preserve this allocation for Palo Alto.

Master Funding Agreement and Supplement Agreements

One of the technical steps in formally accepting any grant award from MTC is the execution of a Master Funding Agreement between the MTC and the City; this was accomplished administratively on March 2, 2022 (Attachment C). The Master Funding Agreement enables the City to accept grant funding from the MTC for a period of 10-years. This Master Funding Agreement shall have no force and effect with respect to a project (such as the Downtown Housing Plan) until a Supplement Agreement has been fully executed by both MTC and the City. This Master Funding agreement does not obligate the City to any action. The City can voluntarily apply for competitive grants that the MTC issues or decline to apply.

Each subsequent grant award from the MTC is known as a Supplement Agreement to the Master Funding Agreement. The first Supplement Agreement is known as Supplement Agreement No. 1 and is for the Housing Plan project. The Supplement Agreement No. 1 includes the scope of work and budget for the Housing Plan that would necessitate procuring a consultant to assist the City to prepare it.

Discussion:

The City of Palo Alto will prepare a Downtown Housing Plan (Housing Plan) to realize opportunities to add housing units to downtown Palo Alto. Downtown is a local activity center, a regional job center, and, due to proximity to Stanford University and global companies, an international destination.

The Housing Plan covers approximately 76 acres and is a sub-area of the University Avenue/ Downtown PDA. The Housing Plan area will include the following as its geographic focus:

- From east of the Caltrain tracks and Alma Street east to Cowper Street,
- From Hamilton Avenue north to Lytton Avenue, and
- City parking lots, Peninsula Corridor Joint Powers Board (Caltrain) parking lots, and public rights of way.

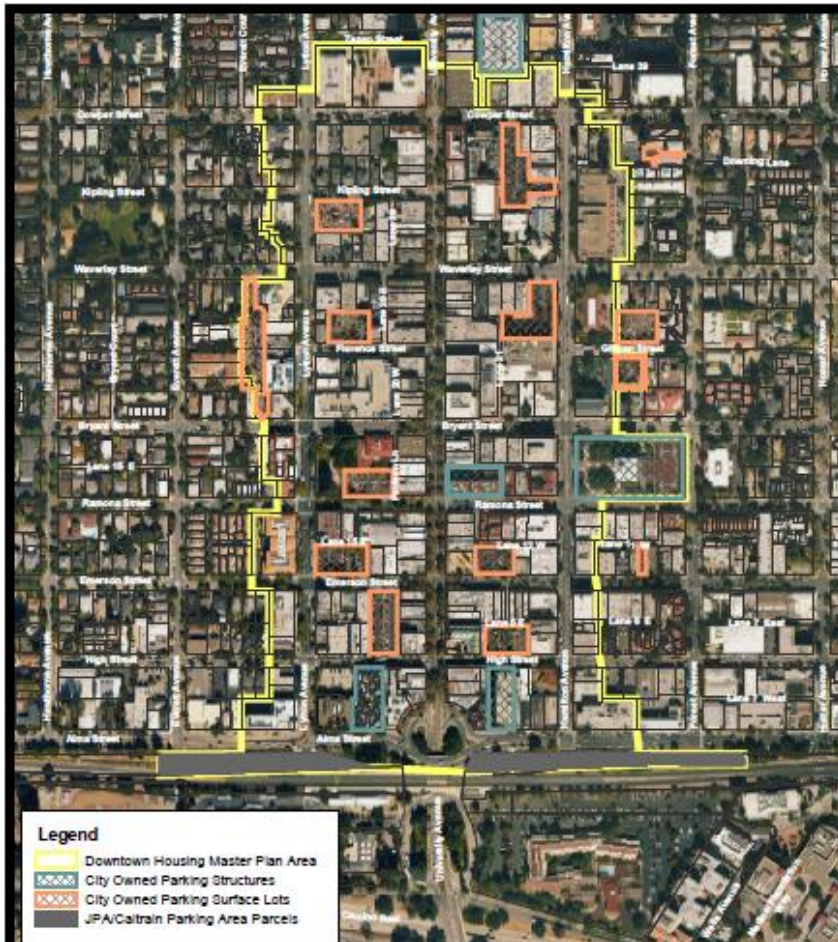


Figure 1: Downtown Housing Plan Boundary

Downtown faces several challenges that limit housing production. Challenges include high land costs; office development being more profitable than housing; appropriate bicycle and pedestrian infrastructure can decrease car use and reduce greenhouse gas emissions; public parking is a high value and uses significant amounts of public land; and reliance on external consumer base. Through a focused and thoughtful Housing Plan, the City can identify ways to help overcome these challenges and find opportunities to promote greater housing production.

Downtown Housing Plan Goals and Objectives

Consistent with the requirements of the PDA Planning Grant, the Housing Plan will need to evaluate key elements. In concert with the City's Housing Element update process, the Housing Plan will identify the development standards, design standards, and public infrastructure necessary to produce significant housing downtown. The Housing Plan will also help realize racial and economic equity by affirmatively furthering fair housing, which is a requirement of the grant.

Housing Plan preparation requires extensive community and business outreach and participation, including facilitation of a Community Working Group. Housing Plan preparation also involves coordination with regional and local stakeholders, such as housing advocates, business leaders, the County, Stanford University, Caltrans, Santa Clara Valley Transportation Authority (VTA), Palo Alto Unified School District, and the Santa Clara Valley Water District.

Downtown Housing Plan Elements

The MTC grant requires the Housing Plan to include the following sections, at a minimum:

Project Management and Coordination. This element outlines the primary project management and coordination tasks necessary for the Downtown Housing Plan.

Community Outreach and Engagement. This element outlines the primary community outreach and engagement for the Housing Plan.

Community Assessment and Policy Development. This element focuses on identifying and analyzing challenges and opportunities to increase housing development downtown.

Downtown Housing Plan Preparation. This element outlines the steps necessary to prepare the Downtown Housing Plan. Activities and deliverables for the Housing Plan include:

- Community outreach and participation
- Basic economic and real estate modeling to understand development feasibility, opportunities, and constraints
- Fiscal impact analysis of development on City infrastructure and services
- Incorporation of state and local VMT and mobility requirements
- Incorporation of the Sustainability and Climate Action Plan goals and policies
- Inclusion of equity assessment results and affordable housing protection, preservation, and production assessment results from the Housing Element update process
- Draft and Final Housing Plan with land use designations and proposed Capital Improvement Projects
- Proposed Comprehensive Plan amendments and zoning updates
- A California Environmental Quality Act (CEQA) environmental document

Throughout the process there will be check ins with the Architectural Review Board (ARB), the Planning & Transportation Commission (PTC), and City Council to ensure that the Housing Plan is on track and consistent with expectations and goals. Finally, with a recommendation from the PTC, the City Council will consider adoption of the Housing Plan. For more information and detail regarding the proposed scope of work for the Housing Plan, see Attachment A.

Consultant Selection

The City will retain a consultant to assist with the completion of the necessary elements of the Housing Plan. On March 29, 2022, the City released Request for Proposals (RFP) 184761 seeking proposals from qualified vendors that were pre-screened by MTC with demonstrated experience in municipal planning services to assist the City with the preparation of the Housing Plan. The RFP was conducted pursuant to the City's requirements. The responses for the RFP

are due by April 12, 2022 (after the publication of this staff report). Consultant proposals will need to be vetted prior to any recommendations to the City Council. The selection of the consultant will require approval by the City Council, which staff anticipates will occur before the Council's summer break.

In addition to engaging a consultant to conduct the outreach and prepare the plan, staff will need to contract with an individual or firm for project management and oversight. More information is provided in the Resource Impact section below.

Supplement Agreement Revision

Supplement Agreement No. 1 attached to this staff report represents the agreement between the City and MTC for reimbursement of funding consistent with the completion of the tasks described in the scope of work detailed in the agreement. As milestones and deliverables are completed, the City will pay the consultant for their work. In turn, the City will submit invoices to MTC for reimbursement.

Once the City selects the preferred consultant to complete the Housing Plan, a revised scope of work and budget will be presented to the City Council for consideration. This will result in a revision to the Supplement Agreement No. 1 with MTC. MTC will need to agree to the revisions. MTC's expectation is that the deliverables will remain in line with the original funding agreement. Changes to details such as sequencing of tasks (or the potential bundling of multiple deliverables into a single deliverable) are generally permitted without triggering a need to formally amend the agreement. The completion of the planning elements, as described above, are non-negotiable. These elements are requirements of accepting the PDA Planning Grant.

The grant does not have any matching fund requirement though from prior experience and as referenced above, staff anticipates general fund dollars will be needed to supplement the project and for project management consultant services.

The grant has a three-year timeline for completion that begins on April 30, 2022. The grant allows for the possibility of a one-year extension. If the City fails to complete the project within the authorized timeline it will not be reimbursed for incomplete tasks or tasks completed that have not been submitted for reimbursement. MTC staff have confirmed there is no 'clawback' provision in the grant, meaning the City does not need to reimburse the grant funding agency for reimbursements received, even if the project is incomplete by the deadline. However, the City would need to use its own funds to complete the project if that is the desired outcome at that time.

Other Ongoing Initiatives

Concurrently, during the development of the Housing Plan, the following other initiatives will unfold, and may interact with and require coordination with the Housing Plan:

- Housing Element Update
- University Avenue corridor streetscape design
- Palo Alto Avenue grade separation planning
- Downtown surface parking lot (housing/parking) partnership including parking in-lieu fees
- Parklets & potential street closures
- Retail and retail-like & other land use policy direction
- Sustainability and Climate Action Plan
- Sea level rise vulnerability assessment
- Downtown parking management strategies
- Citywide Bicycle and Pedestrian Plan update
- Objective housing standards development
- Green infrastructure policy initiatives
- Consistency with city plans and policy documents

In addition, it should be noted that the proposed study area does not include the Transit Center and therefore would not address the potential for residential development at that site. Should Council proceed with the housing plan, a corollary decision is whether to engage Stanford University in determining whether to modify the study area to include the Transit Center.

Project Initiation

As part of the recommendation, staff requests the City Council consider and initiate the Housing Plan. As mentioned previously, the Housing Plan implements Comprehensive Plan policy for the Downtown area. Early in the process, staff would identify goals and objectives for the Housing Plan. Staff will return to the Council with more focused discussion on goals and objectives prior to the kick-off of the process.

Comprehensive Plan Policy Implications:

The Comprehensive Plan includes policies that are specific to the downtown area. The following Land Use and Community Design Element policies and programs help guide the development of the Housing Plan and its goals.

- Policy L-2.4: Use a variety of strategies to stimulate housing, near retail, employment, and transit, in a way that connects to and enhances existing neighborhoods.
- Policy L-4.7: Maintain and enhance the University Avenue/Downtown area as a major commercial center of the City, with a mix of commercial, civic, cultural, recreational and

residential uses. Promote quality design that recognizes the regional and historical importance of the area and reinforces its pedestrian character.

- Policy L-4.8: Ensure that University Avenue/Downtown is pedestrian-friendly and supports bicycle use. Use public art, trees, bicycle racks and other amenities to create an environment that is inviting to pedestrians and bicyclists.
 - Program L4.8.1: Prepare a Coordinated Area Plan for Downtown.
 - Program L4.8.2: Study the feasibility of converting parts of University Avenue to a pedestrian zone.

At the end of the process, the adopted Housing Plan would be a focused policy document with sections including introduction, vision, development standards, open space, mobility, community assets and infrastructure, and implementation and financing. The adopted Housing Plan would be substantially consistent with the Comprehensive Plan policies and is sufficient to guide future development in the downtown.

Resource Impact:

MTC awarded Palo Alto the maximum grant amount of \$800,000. Staff recommends Council amend the Fiscal Year 2022 Budget Appropriation for the General Fund budget by increasing the Planning & Development Services Department (PDS) revenue by \$800,000 for the project, as well as equivalent expenditures for consultant services and increasing the PDS appropriation by \$800,000. This portion of the recommended action is a net zero impact to the general fund.

Supplement Agreement No. 1 attached to this staff report represents the agreement between the City and MTC for reimbursement of funding consistent with the completion of the tasks described in the scope of work detailed in the agreement. As milestones and deliverables are completed, the City will pay the consultant for their work. In turn, the City will submit invoices to MTC for reimbursement. According to MTC, there is no “clawback” or repayment of the funds if the Housing Plan is not completed within the three-year period. If the project is not completed on time, the City may lose the opportunity to receive reimbursement for incomplete work.

In addition, to advance this project now, staff requires a consultant to project manage this work effort. Existing staff resources are currently dedicated toward the Housing Element, NVCAP, renter protection policies and other Council-initiated assignments. Staff anticipates it would need \$150,000 annually for the duration of the project at an estimated cost of \$450,000 - \$600,000 over a three to four year period. This figure may be lower if upon completion of existing assignments staff takes over the project management role. However, this would delay implementation on other currently un-resourced assignments.

The budget adjustment for the \$800,000 grant has no material effect on the budget and can take place now; though, this action requires two-thirds support because it represents an additional appropriation more than the total appropriation provided for in the adopted budget.

The request for consultant project management staff support could be allocated now and requires two-thirds majority support and would allocate funds from the City's budget stabilization reserve (BSR). The BSR is projected to remain at or above the City Council target of 18.5% of General Fund expenses by the close of FY 2022. Alternatively, the City Council could defer this allocation of \$150,000 for fiscal year 2022 to the broader City budget process for FY 2023 to understand what tradeoffs may be required to support this effort relative to other City Council interests. This deferral would not significantly impact the timeline as it is unlikely staff would be prepared to initiate the project before the Council's summer break.

However, if the City Council defers allocation of the \$150,000 and ultimately declines to support this effort during the budget process, the City would likely need to forfeit the \$800,000 grant and suspend the Housing Plan project.

General Impacts to Planning & Development Services Workplan

The Long-Range Planning team of PDS continues to address the priorities of the City Council. Current major workplan projects include the Housing Element Update, North Ventura Coordinated Area Plan (NVCAP), and implementation of Renter Protection objectives by the City Council. In addition, the team is responsible for many ongoing activities such as ordinance updates and annual reporting associated with implementation of the City's Comprehensive Plan and housing programs. The facilitation and coordination of efforts for the Housing Plan will be especially challenging during the first year when efforts are expected to overlap with the other priority PDS workplan efforts. The City Council recently reviewed and endorsed a workplan that aligns staff work efforts to Council-approved priorities; a summary of the workplan is available online: <https://www.cityofpaloalto.org/files/assets/public/agendas-minutes-reports/agendas-minutes/city-council-agendas-minutes/2022/20220404/20220404pccsmamendedlinked1.pdf#page=195>. The Long-Range Planning program has responsibility for tasks listed in each priority and especially the Council's Housing for Social and Economic Balance priority.

Summary of Key Issues:

The Council is being asked to contemplate the grant with the following possible considerations:

1. The \$800,000 grant is available to the City due to its designation of the University Avenue Downtown area as a Priority Development Area.

2. The grant provides substantial funding with limited constraints to explore opportunities to advance the City's housing priorities.
3. Grant funding is likely insufficient to complete the project, which is expected to require additional funding to support a more robust public engagement strategy, provide a greater depth of data analysis, economic feasibility and pro-forma analyzes.
4. There is insufficient staff resources to project manage this planning effort given the high volume of work currently being absorbed by the City's Long Range Planning Program.
5. An estimated ongoing allocation of \$150,000 for three or four years is needed to supplement project management support (approximately \$450,000 - \$600,000 over the duration of the project).
6. If the project is not completed within the allocated timeframe, the City will not be able to claim reimbursement for incomplete tasks and may forfeit unclaimed grant money potentially burdening the general fund to complete the project.

Timeline:

Following the Council's initiation of the Housing Plan, staff will work towards retaining a consultant and coordinating with MTC on a revised scope of work. The project would have a three-year timeline that coincides with the PDA Planning Grant. The timeline included in Attachment A would be revised to reflect the input from the selected consultant in the future.

Some of the key initial project milestones are summarized below:

- Plan initiation (April 18, 2022)
 - Action by the Council to initiate the Downtown Housing Plan project.
- Consultant award (June 2022)
 - After completing the RFP process, staff will seek approval of the contract and the revision to the Supplement Agreement No. 1 from the Council.
- Solicit applications for the working group (Summer 2022)
 - Staff will seek applications from stakeholders and propose working group to the Council for approval.
- Project kickoff (Fall 2022)
 - The Housing Plan project will formally kick off with outreach, meetings, and other supporting activities.
- Downtown Housing Plan adoption (By April 2025)

If for some reason, the Housing Plan cannot be completed within the three-year period, the MTC may grant a one-year extension. However, any extension beyond that is unlikely because of approvals necessary from State and Federal agencies that allocated the funds.

Environmental Review

The actions recommended in this report are exempt from review under the California Environmental Quality Act (CEQA) in accordance with CEQA Guidelines Sections 15061(b)(3) and Section 15262 (Feasibility and Planning Studies). The actions would initiate a planning process and are not determinative of any specific outcome. The Housing Plan that will result from this effort will be a project subject to CEQA review prior to adoption. The review may be able to “tier” or rely upon analysis contained in the certified Comprehensive Plan Environmental Impact Report (EIR).

Attachments:

Attachment7.a:	Attachment A - Supplement No. 1 Agreement_April22	(PDF)
Attachment7.b:	Attachment B - Downtown PDA Map	(PDF)
Attachment7.c:	Attachment C - Executed Master Funding Agreement	(PDF)

SUPPLEMENT NO. 1 TO MASTER FUNDING AGREEMENT
Between the METROPOLITAN TRANSPORTATION COMMISSION
And CITY OF PALO ALTO
For UNIVERSITY AVE/DOWNTOWN PDA PLAN

This Supplement No. 1 to the Master Funding Agreement (“Supplement” or “Agreement”) is entered into this April 30, 2022, by and between the Metropolitan Transportation Commission (“MTC”) and CITY OF PALO ALTO (“AGENCY”) and supplements the Master Funding Agreement, dated February 17, 2022, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to reimburse an amount not to exceed eight hundred thousand dollars (\$800,000) in federal Federal Highway Administration (FHWA) funds to AGENCY to fund the University Ave/Downtown PDA Plan (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

The Supplement Project work will commence on April 30, 2022 and be completed no later than April 30, 2025.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☒ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☒ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☒ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

Funding for this project was authorized by the Metropolitan Transportation Commission at its May 26, 2021 through Resolution 4202, Revised (see p. 1 of Attachment B-1), attached to this document as Attachment A.

The MTC Project Manager for the Supplement Project is Somaya Abdelgany, (415) 778-5217, sabdelgany@bayareametro.gov. The AGENCY Project Manager for the Supplement Project is Sheldon Ah Sing, (650) 838-2821, sheldon.ahsing@cityofpaloalto.org.

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

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Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

CITY OF PALO ALTO

Therese W. McMillan, Executive Director

Ed Shikada, City Manager

Approved as to form:

Albert S. Yang, Assistant City Attorney

Annex I Project Description and Scope of Work

City of Palo Alto University Ave/Downtown PDA Plan

Project Description:

In May 2021, MTC awarded the City of Palo Alto (“City”) with a Priority Development Area (PDA) Planning Grant to complete their proposed University Ave/Downtown PDA Plan. Renamed to the Downtown Housing Master Plan (Master Plan), the plan will realize opportunities to add housing units to downtown Palo Alto. The area is a local activity center, a regional job center, and, due to proximity to Stanford University and global companies, an international destination.

Despite these strengths, Palo Alto faces challenges to realizing housing in the downtown.

- **Land costs are high and office is more profitable than housing.** Creating housing near transportation hubs that is affordable in one of our highest land value areas in the city—and highest value in the nation—is an incredible challenge. The area is attractive as an employment center due to proximity to Stanford, Caltrain, and the cloud companies seek by having a Palo Alto address. These factors drive up land values in this mixed-use area and offices provide a greater return on investment than housing, leading to more office development than housing.
- **Insufficient bike and pedestrian infrastructure can lead to greater car use.** Improving bike and pedestrian mobility to and through downtown can decrease car use. Though located near the busiest Caltrain station, it can be challenging for visitors to find their way on foot to key destinations in the downtown. Likewise, the bike infrastructure does not maximize safety and comfort of cyclists. These connections are critical to building new homes without creating the need for more individual car ownership.
- **Public parking is a high value and uses significant amounts of public land.** Significant public landholdings in downtown include a series of surface parking lots and parking garages. The parking spaces support local retailers, employers, and others who park in the facilities to enjoy downtown. Figuring out how to ensure the public land provides co-benefits such as parking and housing is critical to ensuring housing does not come at the expense of economic vitality.
- **Reliance on external consumer base.** The pandemic illustrated the challenges of relying on an external work force and student population to support downtown retailers. Through increasing the downtown population, Palo Alto can build greater resiliency by decreasing reliance on out-of-towners to support local retailers.

Through a focused and thoughtful Downtown Housing Master Plan, the City can overcome these challenges, accentuate its strengths, and meet the changing needs of downtown stakeholders.

In concert with and building upon the City’s Housing Element update process, the Downtown Housing Master Plan will identify the development standards, design standards, and public infrastructure necessary to produce significant housing downtown. The Master Plan will also help realize racial and economic equity by affirmatively furthering fair housing.

The Downtown Housing Master Plan will build on City initiatives underway, including:

- A. Housing Element Update, led by *Planning and Development Services*
- B. University Avenue Corridor Streetscape Design initiative led by the *Public Works Department*
- C. Sustainability and Climate Action Plan update process led by the *Office of Sustainability*
- D. Sea Level Rise Vulnerability Assessment process led by the *Public Works Department*
- E. Parking management and Vehicle Miles Traveled (VMT) studies led by the *Office of Transportation*
- F. Citywide Bicycle + Pedestrian Plan update process led by the *Office of Transportation*
- G. Housing Objective Development Standards initiative led by the *Planning and Development Services Department*
- H. Green Infrastructure policy initiative led by the *Public Works Watershed Protection group*

Master Plan preparation requires extensive community and business outreach and participation, including facilitation of a Community Working Group. Master Plan preparation also involves coordination with regional and local stakeholders, such as housing advocates, business leaders, the County, Stanford University, Caltrans, Santa Clara Valley Transportation Authority (VTA), Palo Alto Unified School District, and the Santa Clara Valley Water District.

Activities and deliverables for the Master Plan include:

- Community outreach and participation
- Basic economic and real estate modeling to understand development feasibility, opportunities, and constraints
- Fiscal impact analysis of development on City infrastructure and services
- Incorporation of state and local VMT and mobility requirements
- Incorporation of the Sustainability and Climate Action Plan goals and policies
- Inclusion of equity assessment results and affordable housing protection, preservation, and production assessment results from the Housing Element update process
- Draft and Final Master Plan with land use designations and proposed Capital Improvement Projects
- Proposed Comprehensive Plan (General Plan) amendments and zoning updates
- A California Environmental Quality Act (CEQA) environmental document

Downtown Housing Master Plan Geographic Area:

A sub-area of the University Avenue/Downtown Priority Development Area (PDA), the Downtown Housing Master Plan area will include the following as its geographic focus:

- From east of the Caltrain tracks and Alma Street east to Cowper Street,
- From Hamilton Avenue north to Lytton Avenue, and
- City parking lots, Peninsula Corridor Joint Powers Board (Caltrain) parking lots, and public rights of way.

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Downtown Housing Master Plan Scope of Work:

Task 1 – Project Management and Coordination

This task outlines the primary project management and coordination tasks necessary for the Downtown Housing Master Plan. These tasks will be conducted throughout the Master Plan preparation process.

Task 1.1 – City Inter-Departmental Coordination

Task 1.2 – Grant Management

Task 1.3 – Consultant Management

Task 1.4 – Community Meeting and Public Hearing Preparation

Task 1.5 – Communications, Website, and Media Coordination

Task 1.1 Deliverable: Memos for City Inter-Departmental Coordination

Task 1.2 Deliverable: Memos for Grant Management

Task 1.3 Deliverable: Memos for Consultant Management

Task 1.4 Deliverable: Memos for Community Meeting and Public Hearing Preparation

Task 1.5 Deliverable: Memos for Communications, Website, and Media Coordination

Task 2 – Community Outreach and Engagement

This task outlines the primary community outreach and engagement for the Downtown Housing Master Plan. These activities will be active throughout the Master Plan preparation process.

Task 2.1 - Community Outreach and Engagement Strategy Development

This task encompasses staff/consultant preparation of the Downtown Housing Master Plan community outreach and engagement strategy. Throughout the Master Plan process, it is central to gather meaningful input from a full range of stakeholders within and nearby to the planning area, including residents of all incomes, races and ethnic backgrounds, employees of local businesses, community- and faith-based organizations, and public agencies providing services in the area. This task will include laying out the specific engagement meetings, outreach channels, and methods listed in tasks 2.2 through 2.5. Equity assessment information from the Housing Element process will inform the Community Outreach and Engagement Strategy.

Task 2.1 Deliverable: Staff Report and Final Consultant Contract

Task 2.2 - Community Working Group Meetings (up to 18 meetings)

This task encompasses convening of a Community Working Group that will shape the Downtown Housing Master Plan and review draft plan materials. Staff plan to hold 12 – 18 Working Group meetings during the planning process. Staff anticipate the City will solicit applications and the Council will select a group that is representative of residents, housing developers, local businesses, community-based organizations, service providers, and other stakeholders.

Task 2.2 Deliverables: Staff Reports or Memos for Community Working Group Meetings

Task 2.3 - Technical Advisory Group Meetings (6 – 10 meetings)

This task encompasses convening of a technical advisory group that will shape the Downtown Housing Master Plan. The Technical Advisory Group will provide detailed technical input throughout the Master Plan process and help ensure alignment between this plan and other local and regional planning efforts. The composition would include staff from key City departments, the ABAG/MTC grant manager, as well as representatives of local, county, and regional agencies, and service providers.

Task 2.3 Deliverables: Staff Reports or Memos for Technical Advisory Group Meetings

Task 2.4 – Stakeholder Interviews and Stakeholder Surveys

Direct outreach through stakeholder interviews and stakeholder surveys to receive information for and feedback on the deliverables from Task 3.2 Key Community Assessment and Policy Development Focus Areas.

Task 2.4 Deliverable: Interviews

Task 2.4 Deliverable: Surveys

Task 2.4 Deliverable: Analysis and Synthesis of Interview and Survey Data

Task 2.5 - Community Workshops, Design Charettes, and Digital Engagement (at least 3 meetings)

This task includes direct outreach through both in-person (pandemic restrictions permitting) and virtual workshops, charettes, and other meetings to receive information for and feedback on the deliverables from Task 3.2 Key Community Assessment and Policy Development Focus Areas. Key topics will include housing, mobility, advancing racial and economic equity, design preferences, and other topics. Translation services would be provided, as well as childcare if the meetings are in person.

Task 2.5 Deliverables: Staff Reports, Memos and/or Presentation Materials for Community Visioning Workshops, and Design Charettes,

Task 2.6 – Downtown Housing Master Plan Website or Webpage

The team will maintain a webpage or a website for the Master Plan process to inform the public and stakeholders on progress, centralize project records, upcoming activities, and to host online engagement activities. The website or webpage will support Task 2, Task 3, and Task 4.

Task 2.6 Deliverables: Create and Maintain Website or Webpage with Ongoing Updates

Task 3 – Community Assessment and Policy Development

This task focuses on identifying and analyzing challenges and opportunities to increase housing development downtown. As discussed in the project description, the central challenges include:

- Land costs are high and office is more profitable than housing.
- Insufficient bike and pedestrian infrastructure can promote car use.
- Public parking is a high value and uses significant amounts of public land.
- Reliance on external consumer base.

Task 3.1 – Community Assessment and Policy Development Strategy

This task encompasses staff release of a request for proposals for Master Plan preparation, review of proposals, and consultant selection. We would seek proposals from consultants with expertise in community engagement, housing/comprehensive planning, urban design and economic/real estate analysis. This task results in the inclusion of a refined selected consultant scope of work to complete the project and a report to inform the community of a policy development strategy to achieve the Master Plan goals.

Task 3.1 Deliverable: Staff Report and Final Consultant Contract

Task 3.2 – Key Community Assessment and Policy Development Focus Areas

This task outlines the primary analysis and reports necessary for identifying and analyzing the Master Plan area central opportunities and challenges, as well as for meeting the PDA Planning

Grant analysis requirements. These analyses will inform and become part of the chapters contained within the Master Plan.

Task 3.2.1 – Equity Analysis, Assessment, and Policy Recommendations

This task will identify any existing inequities between people of different racial or ethnic backgrounds, genders, age groups, abilities, or sexual orientation, as well as the historic and recent factors and policies that contribute to these inequities. This task will utilize this information to develop policies to address existing inequities, as well as to inform the meetings and outreach efforts discussed in Task 2 and inform the deliverable for Task 3.2.2. This task integrates and builds upon the findings from the Housing Element update process and informs understanding of community needs around equity in the Master Plan area. That information will include area specific information on demographics, economic opportunity and stability, housing stability, health and risk factors of residents and employees of businesses in the plan area and surrounding community.

Task 3.2.1 Deliverable: (1) Equity Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.2 – Responsiveness to State, Regional, and Local Legal and Regulatory Landscape for Housing Production, Preservation, and Protection Policy Recommendations

This task involves investigating and summarizing state, regional, and the local policies used by other jurisdictions that influence the regulatory landscape for housing production, preservation, and protection.

Task 3.2.2 Deliverable: (1) State, Regional, and Local Legal and Regulatory Landscape Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.3 – Affordable Housing and Jobs Analysis, Assessment and Policy

Recommendations This task identifies the composition of jobs in the Master Plan area and evaluates the affordability of housing compared to the wages of employees in these jobs. This task quantifies housing need, establishes the housing profile for the area, (deed-restricted affordable housing, unsubsidized affordable housing, market-rate housing, informal housing and accessibility, etc.), establishes the employment/industry profile for the area, identifies the development pipeline, assesses real estate conditions and constraints, and assesses local policy conditions and constraints. This task will discuss obstacles to delivery of housing for all income levels and responsive policies. This task will be closely coordinated with the Housing Element update process that is already underway.

This task integrates and builds upon the findings from Task 3.2.2, as well as the Housing Element update process. This task informs understanding of community needs regarding housing and employment, including how to affirmatively further fair housing in the plan area. This task draws upon the information from Task 3.2.1 and identifies in greater detail the characteristics of the existing and planned housing stock in the plan area and surrounding area, as well as projected short- and long-term need.

Task 3.2.3 Deliverable: (1) Affordable Housing and Jobs Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.4 – Housing Development Implementation, Economic Feasibility, and Financing Analysis and Policy Recommendations

While housing in the Downtown area is attractive, high land costs, constrained parcel sizes, competition with other land uses, and other constraints significantly influence housing yield. This task focuses on a housing development feasibility analysis to identify the development standards, incentives, and the associated remaining amount of subsidy necessary to yield more residential and mixed-use developments specifically in the Master Plan area. This task integrates and builds upon the findings from Task 3.2.2, Task 3.2.3 and the Housing Element update process. This task will analyze the housing opportunity sites identified in the Housing Element Update to understand what is required for housing to be realized on these sites.

The analysis will investigate publicly owned and privately owned parcels at various levels of housing affordability. The analysis will identify funding necessary to rehabilitate existing affordable units in the area, thereby preserving and protecting them. Like efforts undertaken by MTC and ABAG, the analysis will identify the funding shortfall that limits the level of affordable housing production and rehabilitation in the Master Plan area.

This task will include recommendations for City actions to help finance affordable housing, such as consideration of publicly owned parking lots or other publicly owned parcels for housing and mixed-use projects, consideration of different types of partnerships with developers, facilitation of land assembly policies, consideration of

establishing a business tax to support the Housing Trust Fund, and consideration of a bond measure.

Task 3.2.4 Deliverable: (1) Housing Development Implementation, Economic Feasibility, Financing Analysis, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.5 – Resilience and Climate Adaptation Analysis, Assessment and Policy Recommendations

This task assesses the relative vulnerability of the plan area and surrounding communities to natural hazards (examples: sea level rise and flooding, seismic factors) and to environmental quality (examples: air quality, tree canopy/green space, water quality, environmental contamination). This task identifies potential investments, policies or programs to better adapt the community to these vulnerabilities and poise the community to respond to future conditions and events. This task integrates and builds upon the Sustainability and Climate Action Plan led by the Office of Sustainability and the Sea Level Rise Vulnerability Assessment led by the Public Works Department.

Task 3.2.5 Deliverable: (1) Resilience and Climate Adaptation Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.6 – Community Assets, Services, and Infrastructure Analysis, Assessment, and Policy Recommendations

This task identifies the existing availability of essential services and social infrastructure (examples: health care, food and sundries, childcare and education, open space and recreation, community facilities, etc.), existing physical infrastructure (examples: energy, waste, water, electric vehicle charging, broadband, etc.), and existing community assets (examples: formal and informal gathering spaces, cultural institutions, etc.) in the plan area. This task will assess the stability of existing and identify currently missing community assets, services, and infrastructure, as well as identify potential investments, policies or programs to support them in the Master Plan area. This analysis will focus on the needed assets to support an increased downtown population.

Task 3.2.6 Deliverable: (1) Community Assets, Services, and Infrastructure Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.7 – Mobility and Interconnectivity Analysis, Assessment, and Policy Recommendations This task will assess trip patterns, the quality and relative safety of travel by active modes and for persons with disabilities, access to transit and essential services, and vehicle miles traveled for residents and employees of local businesses within and adjacent to the Master Plan area. This task will identify potential investments, policies or programs to improve mobility and interconnectivity, as well as reduce Vehicle Miles Travelled (VMT).

This task integrates and builds upon Public Works Department and Office of Transportation efforts, including the University Avenue Corridor Street Design, Citywide Bicycle + Pedestrian Plan update, parking management, and VMT policy making.

Task 3.2.7 Deliverable: (1) Mobility and Interconnectivity Analysis, Assessment, and Policy Recommendation Report or Memo (2) City Council Study Session

Task 3.2.8 – Downtown Private Realm and Public Realm Design Guidelines, Architectural Review Findings, and Objective Standards for Housing Development Policy Recommendations

This task evaluates the City’s current Downtown Design Guidelines, Architectural Review Findings, and Objective Standards for Housing Development to assess which aspects could be updated to facilitate housing development in the Downtown Housing Master Plan area. Private realm considerations include design gestures that contribute to a strong sense of place, such as building massing, lighting, landscaping, and building interfaces with public realm such as streets, alleys, and open space. Considerations include building on previous efforts that maintained view corridors, activity focal points, and a human scale orientation throughout downtown. Considerations also include urban design that addresses the anticipated greater diversity of building forms, densities, height, and mixed-use development for the Master Plan area. This effort will draw on city-wide Objective Design Standards as well as Housing Element discussions regarding form.

Led by the Office of Transportation and the Public Works Watershed Protection group, public realm considerations include a Sustainable Streets focus that identifies the key remaining steps necessary to implement vision zero policies, complete street designs, versatile use of the public right of way, and green streets infrastructure designs within the Master Plan area. Public realm considerations also reference innovations in parking management and curb management.

Task 3.2.8 Deliverable: (1) Downtown Private Realm and Public Realm Design Guidelines, Architectural Review Findings, and Objective Standards for Housing Development Policy Recommendations Report or Memo (2) City Council Study Session

Task 3.2.9 – Downtown Visioning, Opportunities/Constraints, Identification of Community Best Practices and Master Plan Approach Recommendations

This task integrates all other subtasks and discusses the options for meeting the Master Plan area central challenges based upon the information surfaced during this Community Assessment and Policy Development effort.

Task 3.2.9 Deliverable: (1) Downtown Visioning, Opportunities/Constraints, Identification of Community Best Practices and Master Plan Approach Recommendations Report or Memo (2) City Council Study Session

Task 4 –Downtown Housing Master Plan Documents

This overall task outlines the primary documents necessary for adoption of the Downtown Housing Master Plan, as well as the documents necessary to meet the PDA Planning Grant requirements.

Task 4.1 – Downtown Housing Master Plan Preparation

This task outlines the steps necessary to prepare the Downtown Housing Master Plan.

Task 4.1.1 – Master Plan Sections and Topic Outline

This task results in the outline of the Master Plan sections and topics. As required by the PDA Planning Grant, the outline can be organized differently, but will include at least the following topics: introduction, vision, development standards, open space, mobility, community assets and infrastructure, and implementation and financing. This report will integrate the content and deliverables from the prior tasks.

Task 4.1.1 Deliverable: Master Plan Sections and Topic Outline

Task 4.1.2 - Master Plan Administrative Draft 1

Task 4.1.2 Deliverable: Master Plan Administrative Draft 1

Task 4.1.3 - Master Plan Community Working Group and Technical Advisory Group

Draft 1 Task 4.1.3 Deliverable: Master Plan Community Working Group and Technical Advisory Group Draft 1

Task 4.1.4 - Master Plan Administrative Draft 2

Task 4.1.4 Deliverable: Master Plan Administrative Draft 2

Task 4.1.5 - Master Plan Public Hearing Draft 1

Task 4.1.5 Deliverable: Master Plan Public Hearing Draft 1

Task 4.1.6 – Master Plan Final

Task 4.1.6 Deliverable: Master Plan Public Final

Task 4.2 – Downtown Housing Master Plan California Environmental Quality Act (CEQA) Environmental Document

This task outlines the steps necessary to prepare the CEQA Environmental Document necessary for the Downtown Housing Master Plan. The goal of this task is to prepare the correct CEQA document that will clear projects that are consistent with the Master Plan, avoiding the need for project-level analyses.

Task 4.2.1 – Notice of Preparation (NOP)/Initial Study

Task 4.2.1 Deliverable: Notice of Preparation (NOP)/Initial Study

Task 4.2.2 - Identification of Appropriate CEQA Environmental Document

This task identifies the appropriate CEQA Environmental Document, likely an Initial

Study/Negative Declaration, Initial Study/Mitigated Negative Declaration, Supplemental Environmental Impact Report, or a Programmatic Environmental Impact Report.

Task 4.2.1 Deliverable: City Internal Memo

Task 4.2.3 – Environmental Document Notices and Preparation

This task outlines the steps for completing CEQA documentation for the Downtown Housing Master Plan.

Task 4.2.3A – Scoping Meeting (If Applicable)

Task 4.2.3A Deliverable: Staff Report, Noticing, and Scoping Meeting

Task 4.2.3B – Administrative Draft CEQA Environmental Document

Task 4.2.3B Deliverable: Administrative Draft CEQA Environmental Document

Task 4.2.3C – Draft CEQA Environmental Document

Task 4.2.3C Deliverable: Draft CEQA Environmental Document

Task 4.2.3D – Notice of Completion (NOC)

Task 4.2.3D Deliverable: Notice of Completion (NOC)

Task 4.2.3E – Final Environmental Impact Report (FEIR) (If Applicable)Task

4.2.3E Deliverable: Final Environmental Impact Report (FEIR)

Task 4.2.3F – Notice of Determination (NOD)

Task 4.2.3F Deliverable: Notice of Determination (NOD)

Task 4.3 – Downtown Housing Master Plan Adoption, CEQA Environmental Document Certification, Comprehensive Plan Amendment, and Municipal Code Update

This task outlines the steps necessary to adopt the Downtown Master Plan.

Task 4.3.1 – Public Hearings (Updates and Coordination)

This task pertains to public hearings with City Council and other boards and commissions to provide updates and coordination on the Master Plan process. Three to five public hearings are anticipated with each body (i.e. City Council, Planning and Transportation Commission, Architectural Review Board).

Task 4.3.1 Deliverables: Staff Reports and associated presentations

Task 4.3.2 – Public Hearings (Adoption)

This task pertains to public hearings with City Council and other boards and commissions necessary to certify the CEQA Environmental Document and adopt the Master Plan. At least four public hearings are anticipated.

Task 4.3.2 Deliverables: Staff Reports and associated presentations

Task 4.3.3 – CEQA Environmental Document Certification or Adoption

Task 4.3. 3 Deliverable: Document Certification/Adoption Resolution

Task 4.3.4 - Master Plan Adoption

Task 4.3.4 Deliverable: Master Plan Adoption Resolution

Task 4.3.5 – Land Use Map Update and Comprehensive Plan AmendmentTask 4.3.5

Deliverable: Map Update and Amendment Resolution

Task 4.3.6 – Zoning Map Update and Municipal Code Update Task 4.3.6 Deliverable: Map
and Code Update Ordinance

OPTIONAL TASKS:

To be Determined after receipt of feedback

Annex II Project Schedule, Budget and Payment

FIRM-FIXED PAYMENT

MTC shall reimburse AGENCY in estimated amounts by task indicated below. Budget may be reallocated between tasks in the MTC Project Manager's discretion. Payment shall be due upon acceptance by the MTC Project Manager. RECIPIENT shall submit an invoice identifying the project deliverable or milestone for which payment is sought no later than thirty (30) days after MTC's acceptance of such deliverable/milestone.

#	<u>Deliverable</u>	<u>Due Date:</u>	<u>Amount Due</u>
Task 1 – Project Management and Coordination			
1.1	City Inter-Departmental Coordination <ul style="list-style-type: none">• Memos	12/31/2024	\$50,000
1.2	Grant Management <ul style="list-style-type: none">• Memos	12/31/2024	
1.3	Consultant Management <ul style="list-style-type: none">• Memos	12/31/2024	
1.4	Community Meeting and Public Hearing Preparation <ul style="list-style-type: none">• Memos	12/31/2024	
1.5	Communications, Website, and Media Coordination <ul style="list-style-type: none">• Memos	12/31/2024	
Task 2 – Community Outreach and Engagement			
2.1	Community Outreach and Engagement Strategy Preparation <ul style="list-style-type: none">• Staff Report and Final Consultant Contract	09/30/2022	\$200,000
2.2	Community Working Group Meetings <ul style="list-style-type: none">• Staff Reports or Memos for Community Working Group Meetings	12/31/2024	
2.3	Technical Advisory Group Meetings <ul style="list-style-type: none">• Staff Reports or Memos for Technical Advisory Group Meetings	12/31/2024	
2.4	Stakeholder Interviews and Community Surveys <ul style="list-style-type: none">• Interviews• Surveys• Analysis and Synthesis of Interview and Survey Data	12/31/2024	
2.5	Community Visioning Workshops, Design Charettes, and Feedback Meetings <ul style="list-style-type: none">• Staff Reports, Memos and/or Presentation Materials for Community Visioning Workshops, and Design Charettes	12/31/2024	
2.6	Downtown Housing Master Plan Website <ul style="list-style-type: none">• Create and Maintain Website or Webpage with Ongoing Updates	12/31/2024	

Task 3 – Community Assessment and Policy Development			
3.1	Community Assessment and Policy Development Strategy Preparation <ul style="list-style-type: none"> Staff Report and Final Consultant Contract 	9/30/2022	\$400,000
3.2	Key Community Assessment and Policy Development Focus Areas <ul style="list-style-type: none"> Equity Analysis, Assessment, and Policy Recommendation Report or Memo State, Regional, and Local Legal and Regulatory Landscape Analysis, Assessment, and Policy Recommendation Report or Memo Affordable Housing and Jobs Analysis, Assessment, and Policy Recommendation Report or Memo Housing Development Implementation, Economic Feasibility, Financing Analysis, and Policy Recommendation Report or Memo Resilience and Climate Adaptation Analysis, Assessment, and Policy Recommendation Report or Memo Community Assets, Services, and Infrastructure Analysis, Assessment, and Policy Recommendation Report or Memo Mobility and Interconnectivity Analysis, Assessment, and Policy Recommendation Report or Memo Downtown Visioning, Opportunities/Constraints, Identification of Community Best Practices and Master Plan Approach Recommendations Report or Memo City Council Study Session(s) 	12/31/2023	
Task 4 – Downtown Housing Master Plan Documents			
4.1	Downtown Housing Master Plan Preparation <ul style="list-style-type: none"> Master Plan Sections and Topic Outline Master Plan Administrative Draft 1 Master Plan Community Working Group and Technical Advisory Group Draft 1 Master Plan Administrative Draft 2 Master Plan Public Hearing Draft 1 Master Plan Public Final 	12/31/2023	\$150,000
4.2	California Environmental Quality Act (CEQA) Environmental Document <ul style="list-style-type: none"> Notice of Preparation (NOP)/Initial Study City Internal Memo Staff Report, Noticing, and Scoping Meeting Administrative Draft CEQA Environmental Document Draft CEQA Environmental Document Notice of Completion (NOC) Final Environmental Impact Report (FEIR) Notice of Determination (NOD) 	9/30/2024	

4.3	Master Plan Adoption, CEQA Environmental Document Certification, Comprehensive Plan Amendment, and Municipal Code Update <ul style="list-style-type: none">Public Hearing Staff Reports and associated presentationsDocument Certification/Adoption ResolutionMaster Plan Adoption ResolutionMap Update and Amendment ResolutionMap and Code Update Ordinance	12/31/2024	
		TOTAL	\$800,000

ATTACHMENT 1

MTC Resolution 4202

Date: November 18, 2015
 W.I.: 1512
 Referred by: PAC
 Revised: 07/27/16-C 10/26/16-C 12/21/16-C
 03/22/17-C 04/26/17-C 05/24/17-C
 06/28/17-C 07/26/17-C 09/27/17-C
 10/25/17-C 11/15/17-C 12/20/17-C
 01/24/18-C 02/28/18-C 03/28/18-C
 04/25/18-C 05/23/18-C 06/27/18-C
 07/25/18-C 09/26/18-C 11/28/18-C
 12/19/18-C 01/23/19-C 02/27/19-C
 03/27/19-C 06/26/19-C 07/24/19-C
 09/25/19-C 10/23/19-C 11/20/19-C
 02/26/20-C 05/27/20-C 07/22/20-C
 09/23/20-C 11/20/20-C 01/27/21-C
 02/24/21-C 04/28/21-C 05/26/21-C

ABSTRACT

Resolution No. 4202, Revised

Adoption of the project selection policies and project programming for the second round of the One Bay Area Grant program (OBAG 2). The project selection criteria and programming policy contain the project categories that are to be funded with various fund sources including federal surface transportation act funding available to MTC for its programming discretion to be included in the federal Transportation Improvement Program (TIP) for the OBAG 2 funding period.

The resolution includes the following attachments:

- Attachment A – OBAG 2 Project Selection Criteria and Programming Policy
- Attachment B-1 – OBAG 2 Regional Program Project List
- Attachment B-2 – OBAG 2 County Program Project List

On July 27, 2016, Attachment A, and Attachments B-1 and B-2 were revised to add additional funding and projects to the OBAG 2 framework, including \$72 million in additional Fixing America's Surface Transportation Act (FAST) funding, and to incorporate housing-related policies.

On October 26, 2016, Attachment A, and Attachment B-1 were revised to clarify language related to the North Bay Priority Conservation Area (PCA) Program in Attachment A and to deprogram \$2,500,000 from the Water Emergency Transportation Authority (WETA) Ferry Service Enhancement Pilot within the Regional Active Operational Management Program.

ABSTRACT

MTC Resolution No. 4202, Revised

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On December 21, 2016, Attachments B-1 and B-2 were revised to redirect \$417,000 in un-programmed balances from the Regional Active Operational Management program to MTC's Spare the Air Youth within the Climate Initiatives Program; divide MTC's Rideshare Program into three subcomponents totaling \$10,000,000: \$720,000 for Rideshare Implementation, \$7,280,000 for the Carpool Program, and \$2,000,000 for the Vanpool Program; direct \$1,785,000 from 511 Next Gen to the Commuter Benefits program; direct \$1,000,000 in un-programmed balances to SMART's Multi-Use Pathway; transfer \$1,000,000 from MTC's Casual Carpool project to MTC's Eastbay Commuter Parking project within the Bay Bridge Forward program, as the former will be funded with non-federal funds; transfer \$500,000 from the Freeway Performance Initiative program and \$500,000 in un-programmed balances to US 101/Marin Sonoma Narrow's B2 Phase 2 project in the Regional Active Operational Management Program; shift \$40,000,000 from the BART Car Replacement/Expansion project to the Golden Gate Bridge Suicide Deterrent project and \$13 million from MTC's Clipper project to un-programmed balances within the Transit Priorities program as part of a RM2 funding action to address a cost increase on the Golden Gate Bridge Suicide Deterrent project; and program \$5,990,000 to Alameda County's Safe Routes to School Program in the County Program.

On March 22, 2017, Attachment B-1 was revised to program \$17,000,000 in un-programmed balances within the Regional Transit Priorities Program to MTC's Clipper Program, as part of the FY17 Transit Capital Priorities program.

On April 26, 2017, Attachment B-2 was revised to program \$1,655,000 to the Sonoma Safe Routes to School program; and redirect \$1,000 from Contra Costa Transportation Authority's Planning Activities Base to its discretionary balance and \$1,000 from San Francisco County Transportation Authority's Planning Activities Base to its discretionary balance to address an inconsistency between amounts programmed to planning activities in Appendix A-3 and reflect actual amounts obligated for planning.

On May 24, 2017, Attachment B-1 was revised to redirect \$1,237,000 from 511 Next Gen to AOM Implementation within the Regional Active Operational Management program to reflect re-organization of staff between program elements; direct \$18,000,000 in Arterial/Transit Performance to the Program for Arterial System Synchronization (\$5,000,000) and the Next Gen Arterial Operations Program (\$13,000,000) within the Regional Active Operational Management program; direct \$19,000,000 from the Transportation Management System (TMS) Field Equipment Devices Operations and Maintenance to TMS Implementation (\$2,910,000), Performance-Based Intelligent

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MTC Resolution No. 4202, Revised

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Transportation Systems Device Maintenance and Rehabilitation (\$5,940,000), Transportation Management Center Asset Upgrade and Replacement (\$4,000,000), I-880 Communication Upgrade and Infrastructure Gap Closures (\$4,000,000) and a Detection Technology Pilot (\$5,000,000) within the Regional Active Operational Management program; and remove \$290,556 in un-programmed balances from the Regional Active Operational Management program to address over-programming in a previous cycles of the STP/CMAQ regional programs.

On June 28, 2017, Attachments B-1 and B-2 were revised to reprogram \$1,000,000 from the SMART Pathway – 2nd to Andersen to San Rafael's Grand Ave Bike/Pedestrian Improvements within the Regional Climate Initiatives program as part of a funding exchange within the City of San Rafael, conditioned on San Rafael committing \$1 million in non-federal funds to the construction of the pathway, and a resolution of local support for the use of federal funds on the Grand Ave project, and TAM approval of the redirection of local measure funds between the projects; split out \$8,729,000 from the 511 Next Gen program to 511 Implementation within the Regional Active Operational Management program; program \$1,250,000 to Golden Gate Bridge Highway and Transportation District for the Bettini Transit Center as part of the Marin County Program; and program \$2,617,000 within the San Mateo County Program to the San Mateo County Office of Education for the SRTS program, including \$223,000 in supplemental funds from San Mateo's discretionary balance.

On July 26, 2017, Attachment B-1 was revised to program \$12,000,000 to the US 101 Marin Sonoma Narrows project as part of a fund exchange agreement with Sonoma County Transportation Authority; \$11,000,000 in exchange funds are added to the program for tracking purposes, with the final \$1 million in exchange funds to be identified through a future Commission action.

On September 27, 2017, Attachment B-1 was revised to change the name of the Next Gen Arterial Operations Program (NGAOP) to Innovative Deployment for Enhanced Arterials (IDEA) to reflect program rebranding and additional focus on advanced technologies; program \$4,160,000 to Incident Management Implementation and \$8,840,000 to I-880 Integrated Corridor Mobility project within the Regional Active Operational Management program; split out the Connected Vehicles/Shared Mobility program into the Connected Vehicles/Automated Vehicles program for \$2,500,000 and the Shared Use Mobility program for \$2,500,000; and program \$16,000,000 for three corridors within the Freeway Performance Program, with \$8,000,000 for I-680, \$3,000,000 for I-880, and \$5,000,000 for SR-84.

ABSTRACT

MTC Resolution No. 4202, Revised

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On October 25, 2017, Attachment B-1 was revised to program \$10,000,000 to the Bay Area Air Quality Management District for the Spare the Air program, in lieu of the Electric Vehicle Programs within the Regional Climate Initiatives Program, conditioned on the Air District contribution of an additional \$10 million to advance implementation of electric vehicles within the region.

On November 15, 2017, Attachment B-2 was revised to program \$200,000 in the Alameda County Program to the I-580 Corridor Study, to support a joint corridor study between Alameda County Transportation Commission (ACTC) and MTC; \$122,000 within the Napa County Program to Napa Valley Transportation Authority (NVTa) for the Napa County Safe Routes to School (SRTS) Program; and \$300,000 within the Contra Costa County Program to San Ramon for the San Ramon Valley Street Smarts Program.

On December 20, 2017, Attachments A, Appendix A-3, B-1, and B-2 were revised to program \$334 million in the County Program to local and county projects recommended by the nine Congestion Management Agencies (CMAs); redirect \$10,248,000 from BART Car Replacement/Expansion to Clipper within the Regional Transit Priorities Program; revise the CMA Planning Activities funding amounts to reflect the supplementary funds requested by several CMAs through their County Programs; and clarify the program details for the Local Housing Production Incentive program (also known as the *80K by 2020 Challenge Grant*).

On January 24, 2018, Attachment B-1 was revised to redirect \$4,100,000 from Performance-Based ITS Device Maintenance and Rehabilitation to I-880 Communication Upgrade and Infrastructure Gap Closures, within the Transportation Management System program.

On February 28, 2018, Attachments B-1 and B-2 were revised to program \$13 million in Innovative Deployments to Enhance Arterials (IDEA) program grants within the Regional Active Operational Management Program; redirect \$822,000 within Contra Costa County's Safe Routes to School Program (SRTS) for future SRTS projects; program \$2,813,000 to San Francisco SRTS Non-Infrastructure Program within the San Francisco County Program; and clarify MTC exchange fund projects.

On March 28, 2018, Attachment B-1 was revised to distribute the \$1.5 million Community-Based Transportation Planning Program among the nine county Congestion Management Areas

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MTC Resolution No. 4202, Revised

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(CMAs); clarify the limits of three Freeway Performance Program projects within the Regional Active Operational Management Program; and reflect the programming of \$30,000 in MTC exchange funds for Bay Area Greenprint Functionality Improvements, as part of the PCA program.

On April 25, 2018, Attachment B-1 was revised to program \$8,200,000 in Priority Conservation Area (PCA) grants within the North Bay PCA Program; \$3,400,000 to Sonoma County Transportation Authority (SCTA) for the Marin Sonoma Narrows B2 Phase 2 project, as part of an exchange agreement in which an equal amount of SCTA's future Regional Transportation Improvement Program (RTIP) funds will be programmed at MTC's discretion; \$7,288,000 in PDA Planning and Implementation grants; and \$500,000 to MTC for PDA Implementation.

On May 23, 2018, Attachments B-1 and B-2 were revised to change the project sponsor from MTC to VTA for the IDEA Program project at the Veteran's Administration Palo Alto Medical Center; redirect funds within the Santa Clara County OBAG 2 County Program to reduce San Jose's West San Carlos Urban Village Streetscape Improvements by \$2,050,000, redirecting \$1,000,000 from the project to Santa Clara's Saratoga Creek Trail Phase 1 and \$1,050,000 to Saratoga's Prospect Rd Complete Streets project; and direct an additional \$25,000 in unprogrammed balances within Santa Clara County OBAG 2 County Program to Saratoga's Prospect Rd Complete Streets project.

On June 27, 2018, Attachments B-1 and B-2 were revised to program \$800,000 to MTC's Carsharing Implementation and \$325,000 to Targeted Transportation Alternatives within the Climate Initiatives Program; redirect from MTC's 511 NextGen program \$8,271,000 to 511 Implementation, \$2,000,000 to Contra Costa Transportation Authority's (CCTA's) I-80 Central Ave Interchange Improvements project, and \$380,000 to an unprogrammed balance within the Regional Active Operational Management program; clarify the scope of MTC's Freeway Performance Program I-880 to reflect the project limits of I-80 to I-280; and redirect \$1,394,000 from Vallejo's Local Streets Rehabilitation project to Fairfield's Heart of Fairfield project within the Solano County Program.

On July 25, 2018, Attachment B-1 was revised to program \$1,600,000 to Santa Clara Valley Transportation Authority (VTA) for the SR 85 Transit Guideway Study as part of a fund exchange agreement; remove Rohnert Park's \$65,000 Central Rohnert Park PDA/Creekside Neighborhood Subarea Connector Path Technical Assistance grant from the Regional PDA

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MTC Resolution No. 4202, Revised

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Planning Grant program as it will be funded through a prior cycle; reduce the funding for Windsor's PDA Planning and Implementation Staffing Assistance grant by \$85,000 as this project will receive an equivalent amount of funds through a prior cycle; a total of \$150,000 balance created by these two revisions was returned to the Regional PDA Planning Grant Program un-programmed balance.

On September 12, 2018, Attachments B-1 and B-2 were revised to program \$3,000,000 within the Freeway Performance Program to the US 101 corridor in San Mateo and Santa Clara counties; direct an additional \$6,000,000 within the Freeway Performance Program to the I-680 corridor within Contra Costa County, \$4,000,000 of which is part of an exchange agreement with Contra Costa Transportation Authority (CCTA); redirect \$15,000 within the Innovative Deployment for Enhanced Arterials (IDEA) program from IDEA Technical Assistance to VTA's IDEA grant at the Veterans Affairs Palo Alto Medical Center; redirect \$48,000 from MTC's Clipper to the BART Car Replacement/Expansion project within the Transit Priorities program to reflect program amounts previously adopted through the Transit Capital Priorities (TCP) program; revise the amount programmed to VTA's SR 85 Transit Guideway Study within Regional Strategic Initiatives to \$1,200,000 to reflect amount previously approved; redirect \$1,214,000 from Berkeley's North Shattuck Avenue Rehabilitation project to its Southside Complete Streets and Transit Improvements project within the Alameda County Program; from Sunnyvale's East Sunnyvale Area Sense of Place Improvements, redirect \$1,000,000 to Los Altos' Miramonte Ave Bicycle and Pedestrian Access Improvements and \$1,140,000 to the Safe Routes to School program balance within the Santa Clara County Program; and program \$4,500,000 available from a previous funding cycle to the following projects within Regional Strategic Initiatives: \$617,000 to Novato's Pavement Rehabilitation (for Downtown Novato SMART Station) as part of a local funding exchange, \$1,120,000 to the Transportation Authority of Marin (TAM) for the Old Redwood Highway Multi-Use Pathway project, \$763,000 for San Rafael's Grand Ave Bridge project, and \$2,000,000 to TAM for the US 101 Marin Sonoma Narrows project.

On November 28, 2018, Attachment B-1 was revised to make adjustments related to the MTC/SCVTA Funding Exchange Agreement MTC Resolution No. 4356 and to the MTC/CCTA Funding Exchange Agreement MTC Resolution No. 4357, and to program \$4,000,000 in MTC exchange funds in accordance with MTC Resolution 3989, to the following projects: \$619,000 to CCTA for Innovative Deployment for Enhanced Arterials; \$621,000 to the city of Walnut Creek for innovative Deployment for Enhanced Arterials; \$500,000 to the city of Richmond for the

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Richmond-San Rafael Bridge Bikeway Access; \$1,160,000 to MTC for Richmond-San Rafael Bridge Forward; and \$1,100,000 to MTC for Napa Valley Transportation Demand.

On December 19, 2018, Attachments B-1 and B-2 were revised to redirect \$5,200,000 from MTC's I-880 Integrated Corridor Management (ICM) Central Segment to the I-880 ICM Northern Segment project within the Regional Active Operational Management Program; clarify the Diridon Integrated Station Area Concept Plan project within the Regional Priority Development Planning and Implementation Program to reference Santa Clara Valley Transportation Authority (VTA) as a project partner; within the Santa Clara County Program, redirect \$794,000 in unprogrammed balances to Sunnyvale's East Sunnyvale Sense of Place Improvements, clarify the remaining unprogrammed balance is discretionary, and clarify the division of funding for Santa Clara's Saratoga Creek Trail Phase 1 project between the county's Safe Routes to School program and its discretionary program.

On January 23, 2019, Attachment B-2 was revised to redirect \$15,980,000 within the San Francisco County Program from the Better Market Street project to the Central Subway project.

On February 27, 2019, Attachment B-1 was revised to change the fund source of \$3,779,849 programmed to the Golden Gate Bridge Suicide Deterrent in Surface Transportation Block Grant Program (STP) funds to federal Highway Infrastructure Program (STP Bump) funds provided in the Consolidated Appropriations Act, 2018. Of the \$3,779,849 freed up by this swap, \$1,000,000 is returned to the region's STP/CMAQ balance to help address the CMAQ shortfall as a result of the region becoming attainment for carbon monoxide (CO) and therefore receiving less CMAQ funds which are distributed based on air quality status. The remaining \$2,779,849 is held for future Commission action.

On March 27, 2019, Attachment A, Appendix A-8, Appendix A-10, and Attachment B-1 were revised to clarify provisions pertaining to the interim status report requirements for Priority Development Area (PDA) Investment & Growth Strategies; change the recipient of the Concord IDEA project from CCTA to the City of Concord and reduce the MTC Exchange funding from \$619,000 to \$589,000; and redirect the \$30,000 in MTC Exchange funds to a new MTC-led Concord IDEA project.

On June 26, 2019, Attachment B-2 was revised to program \$822,000 in unprogrammed Safe Routes to School Program (SRTS) balances within the Contra Costa County Program to six

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MTC Resolution No. 4202, Revised

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existing projects; and to redirect \$251,000 within the San Mateo County Program from Atherton's Middlefield Road Class II Bike Lanes to its James Avenue Rehabilitation.

On July 24, 2019, Attachment A was revised to delegate authority to the Executive Director or designee to sign Letters of Understanding for the exchange of STP/CMAQ funds with other regions, within certain conditions and limitations, and to delegate to a Committee of the Commission the authority to approve exchanges beyond these conditions and limitations.

On September 25, 2019, Attachments B-1 and B-2 were revised to clarify that the \$300,000 programmed to Alameda County Transportation Commission (ACTC) within the Community Based Transportation Plan (CBTP) Updates program will be directed to its Congestion Management Agency (CMA) Planning program as part of an internal fund exchange within ACTC; redirect \$9.6 million from 511 Implementation to 511 Next Gen within the Bay Area 511 Traveler Information Program; within the Freeway Performance Program redirect \$625,000 in from MTC's SR 84 (US 101 to I-880) to the environmental phase of MTC's I-580 WB HOV Lane Extension project and change the project sponsor of the I-80/Central Ave. Interchange Improvements project from the Contra Costa Transportation Authority (CCTA) to City of Richmond; within the Innovative Deployment to Enhance Arterials (IDEA) program, clarify that LAVTA is a partner agency for the Dublin Category 2 IDEA project; within the Transportation Management Systems (TMS) program, change the name of the overall program to Connected Bay Area, redirect \$2 million from the Detection Technology Pilot project and \$1.8 million from the Performance-Based ITS Device Maintenance and Rehabilitation project to provide an additional \$3.8 million to the I-880 Communications Upgrade and Infrastructure Gap Closures project; within the Incident Management program, redirect \$1 million from MTC's I-880 Integrated Corridor Management (ICM) Central Segment to the Northern Segment; within the San Francisco County program, redirect \$3,366,000 from John Yehall Chin Elementary Safe Routes to School (SRTS) Improvement; and within the Santa Clara County program, redirect \$1 million from Los Altos' Miramonte Ave Bicycle and Pedestrian Access Improvements project to Cupertino's McClellan Rd Separated Bike Lane project, and program \$1,346,000 in unprogrammed discretionary balances to Campbell's Harriet Ave Sidewalk project and Los Gatos Shannon Rd Complete Streets project.

On October 23, 2019, Attachment B-1 was revised to redirect \$3 million from MTC's Detection Technology Pilot project to establish the InterConnect Bay Area grant program within the Connected Bay Area program; direct \$5 million (\$4 million Solano County and \$1 million other

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North Bay counties) within the Housing Incentive Pool program to establish the Sub-HIP program, with specific projects to be recommended through future programming actions; and program \$1 million to BART for AB2923 Implementation from unprogrammed balances within the PDA Planning & Implementation program.

On November 20, 2019, Attachments B-1 and B-2 were revised to program \$6,023,000 in MTC exchange funds in accordance with MTC Resolution No. 3989 to 13 projects within the Priority Conservation Area (PCA) Grants program; and within the Contra Costa County program, redirect \$1,025,000 from Brentwood's Various Streets and Roads Preservation project to Pittsburg's Pavement Improvements project, redirect \$618,000 from San Pablo's Market Street Pavement Rehabilitation project to Giant Road Pavement Rehabilitation project; and revise the name of Walnut Creek's Ygnacio Valley Road Rehabilitation project to reflect the latest proposed scope of work.

On February 26, 2020, Attachments A, B-1, and B-2 were revised to program \$1 million to MTC for SR 37 corridor planning in Marin, Napa, Solano, and Sonoma Counties and \$3 million to MTC for I-80 corridor planning from the Carquinez Bridge to the San Francisco-Oakland Bay Bridge (SFOBB) Toll Plaza within the Freeway Performance Program; revise the name of the Concord Willow Pass Road Rehabilitation and Safe Routes to School project within the Contra Costa County Program to reflect the project's current scope; and clarify language within the OBAG 2 Project Selection Criteria and Programming Policy to reflect the Commission adoption of Housing Incentive Pool (HIP) program guidelines, MTC Resolution No. 4348.

On May 27, 2020, Attachment B-1 was revised to clarify the scope of MTC's Freeway Performance Program planning-only project on I-80 extends from Carquinez Bridge in Contra Costa to Fremont Street in San Francisco; change the sponsor for three projects within the Regional Priority Conservation Area (PCA) Grant program; and to redirect \$104,000 in the North Bay Priority PCA Grant program from Novato's Carmel Open Space Acquisition project to Novato's Hill Area National Recreation Area, as the former project has been cancelled.

On July 22, 2020, Attachment B-1 was revised to program \$5 million to five projects in Solano, Marin, Napa, and Sonoma Counties within the Housing Incentive Pool Pilot Program (Sub-HIP) and program \$1 million to the Napa Valley Forward Traffic Calming and Multimodal Improvements project within the Freeway Performance Program (FPP); and incorporate \$7,681,887 in federal Highway Infrastructure Program apportionment provided through the

ABSTRACT

MTC Resolution No. 4202, Revised

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Department of Transportation Appropriations Act, 2020 to the Golden Gate Bridge Suicide Deterrent.

On September 23, 2020, Attachment B-2 was revised to redirect \$2,000,000 from Napa's Silverado Trail Five-way Intersection Improvement project to Napa Valley Transportation Authority's Vine Transit Bus Maintenance Facility within the Napa County Program, and \$1,394,000 from Fairfield's Heart of Fairfield Improvements to its Cadenasso Dr. repaving project within the Solano County Program.

On November 20, 2020, Attachment B-1 was revised to program \$1,000,000 to SFCTA for the environmental phase of the Yerba Buena Island/Treasure Island Multi-Use Pathway project within the Priority Conservation Area (PCA) Grants program, with payback from BATA at a future date; \$647,000 in MTC exchange funds in accordance with MTC Resolution No. 3989 to four projects within the Priority Conservation Area (PCA) Grants program; and to clarify the project sponsor of the Old Redwood Highway Multi-Use Pathway project as Larkspur, rather than the Transportation Authority of Marin (TAM).

On January 27, 2021, Attachments A and Attachment B-1 were revised, and Appendix A-11 was added, to incorporate additional funding into the OBAG 2 framework, including \$52.9 million in STP/CMAQ program balances made available through FY2018-FY2020 appropriations of Federal Highway Infrastructure Program (FHIP) funds, and a \$1.5 million balance redirected from the Cycle 1 STP/CMAQ Climate Initiatives program, as part of the Safe & Seamless Mobility Quick-Strike program.

On February 24, 2021, Attachment B-1 was revised to program a total of \$7.91 million in Federal Highway Infrastructure Program (FHIP) funds provided in the Consolidated Appropriations Act, 2021, and project savings from previous STP/CMAQ cycles to the Golden Gate Bridge Highway and Transportation District (GGBHTD) for shareable costs of an increase to the Golden Gate Bridge Suicide Deterrent System. Because the final FFY 2021 FHIP amount is not yet available at the time of the Commission meeting, the final split between the two fund sources will be adjusted by staff as a technical change, with the total amount not to exceed \$7.91 million.

On April 28, 2021, Attachment B-1 was revised to change the fund source of \$13,942,852 from Federal Highway Infrastructure Program (FHIP) funds to Surface Transportation Block Grant

ABSTRACT

MTC Resolution No. 4202, Revised

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(STP) funds for the Gate Bridge Highway and Transportation District (GGBHTD) for the Golden Gate Bridge Suicide Deterrent System project; program \$61,708,245 in STP/CMAQ funds, and \$13,942,852 in FHIP funds redirected from the GGB suicide deterrent system, to the Transportation Authority of Marin (TAM) for the US-101 Marin-Sonoma Narrows Segment B7 project as part of the SB1/RMS alternative funding plan; and program \$99,840,510 in STP/CMAQ funds to the Solano Transportation Authority (STA) for the Solano I-80 Express Lanes project as part of the SB1/RMS alternative funding plan. The programmed funding to TAM and STA serves as a loan to the project sponsors to permit the projects to move to construction while Regional Measure 3 funds are unavailable. The loaned funds shall be repaid to MTC as non-federal funds and will be subject to future OBAG programming.

On May 26, 2021, Attachment B-1 and Appendix A-11 were revised to program \$34,593,076 in Federal Highway Infrastructure Program funds made available through federal Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) to augment the Regional Safe and Seamless Mobility Quick-Strike program framework; and to program \$7,775,000 in Priority Development Area (PDA) Planning and Implementation grants and \$87,000 in Regional PDA Supportive Studies within the Regional PDA Planning and Implementation program.

Further discussion of the project selection criteria and programming policy is contained in the memorandum to the Programming and Allocations Committee dated November 4, 2015, July 13, 2016, October 12, 2016, December 14, 2016, February 8, 2017 (action deferred to March 2017), March 8, 2017, April 12, 2017, May 10, 2017, June 14, 2017, July 12, 2017, September 13, 2017, October 11, 2017, November 8, 2017, December 13, 2017, January 10, 2018, February 14, 2018, March 7, 2018, and April 11, 2018; the Planning Committee dated April 6, 2018; and the Programming and Allocations Committee dated May 9, 2018, June 13, 2018, July 11, 2018, September 12, 2018, November 14, 2018, December 12, 2018, January 9, 2019, February 13, 2019, March 6, 2019, June 12, 2019, July 10, 2019, September 4, 2019, October 9, 2019, November 13, 2019, February 12, 2020, May 13, 2020, July 8, 2020, September 9 2020, November 4, 2020, January 13, 2021, February 10, 2021, April 14, 2021, and May 12, 2021; and the Planning Committee dated May 14, 2021.

Date: November 18, 2015
W.I.: 1512
Referred By: Programming & Allocations

RE: One Bay Area Grant Program Second Round (OBAG 2) Project Selection Criteria and Programming Policy

METROPOLITAN TRANSPORTATION COMMISSION
RESOLUTION NO. 4202

WHEREAS, the Metropolitan Transportation Commission (MTC) is the Regional Transportation Planning Agency (RTPA) for the San Francisco Bay Area pursuant to Government Code Section 66500 et seq.; and

WHEREAS, MTC is the designated Metropolitan Planning Organization (MPO) for the nine-county San Francisco Bay Area region and is required to prepare and endorse a Transportation Improvement Program (TIP) which includes federal funds; and

WHEREAS, MTC is the designated recipient for state and federal funding assigned to the RTPA/MPO of the San Francisco Bay Area for the programming of projects; and

WHEREAS, state and federal funds assigned for RTPA/MPO programming discretion are subject to availability and must be used within prescribed funding deadlines regardless of project readiness; and

WHEREAS, MTC, in cooperation with the Association of Bay Area Governments (ABAG), the Bay Area Air Quality Management District (BAAQMD), the Bay Conservation and Development Commission (BCDC), California Department of Transportation (Caltrans), Congestion Management Agencies (CMAs), county Transportation Authorities (TAs), transit operators, counties, cities, and interested stakeholders, has developed criteria, policies and procedures to be used in the selection of projects to be funded with various funding including regional federal funds as set forth in Attachments A, B-1 and B-2 of this Resolution, incorporated herein as though set forth at length; and

WHEREAS, using the policies set forth in Attachment A of this Resolution, MTC, in cooperation with the Bay Area Partnership and interested stakeholders, will develop a program of projects to be funded with these funds for inclusion in the federal TIP, as set forth in Attachments B-1 and B-2 of this Resolution, incorporated herein as though set forth at length; and

WHEREAS the federal TIP and subsequent TIP amendments and updates are subject to public review and comment; now therefore be it

MTC Resolution 4202
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RESOLVED that MTC approves the “Project Selection Criteria and Programming Policy” for projects to be funded in the OBAG 2 Program as set forth in Attachments A, B-1 and B-2 of this Resolution; and be it further

RESOLVED that the regional discretionary funding shall be pooled and distributed on a regional basis for implementation of project selection criteria, policies, procedures and programming, consistent with the Regional Transportation Plan (RTP); and be it further

RESOLVED that the projects will be included in the federal TIP subject to final federal approval and requirements; and be it further

RESOLVED that the Executive Director or designee may make technical adjustments and other non-substantial revisions, including updates to fund sources and distributions to reflect final funding criteria and availability; and be it further

RESOLVED that the Executive Director or designee is authorized to revise Attachments B-1 and B-2 as necessary to reflect the programming of projects as the projects are selected, revised and included in the federal TIP; and be it further

RESOLVED that the Executive Director or designee shall make available a copy of this resolution, and attachments as may be required and appropriate.

METROPOLITAN TRANSPORTATION COMMISSION



Dave Cortese, Chair

The above resolution was entered into by the Metropolitan Transportation Commission at the regular meeting of the Commission held in Oakland, California, on November 18, 2015

Attachment B-1

MTC Resolution No. 4202

OBAG 2 Regional Programs
FY 2017-18 through FY 2021-22
April 2021

Revised: 07/27/16-C 10/26/16-C 12/21/16-C 03/22/17-C 05/24/17-C 06/28/17-C 07/26/17-C 09/27/17-C 10/25/17-C
12/20/17-C 01/24/18-C 02/28/18-C 03/28/18-C 04/25/18-C 05/23/18-C 06/27/18-C 07/25/18-C 09/26/18-C 11/28/18-C
12/19/18-C 02/27/19-C 03/27/19-C 06/26/19-C 09/25/19-C 10/23/19-C 11/20/19-C 02/26/20-C 05/27/20-C 07/22/20-C
11/20/20-C 01/27/21-C
02/24/21-C 04/28/21-C 05/26/21-C

MTC Res. No. 4202 Attachment B-1

Adopted: 11/18/15-C

OBAG 2 Regional Programs Project List

Close Grouping Before Printing
Not for Commission Action

PROJECT CATEGORY AND TITLE	SPONSOR	STP	CMAQ	Total STP/CMAQ	Other
OBAG 2 REGIONAL PROGRAMS		\$484,059,423	\$196,665,000	\$680,724,423	\$99,975,260
1. REGIONAL PLANNING ACTIVITIES		STP	CMAQ		
Regional Planning	MTC	\$9,555,000		\$9,555,000	
1. REGIONAL PLANNING ACTIVITIES	TOTAL:	\$9,555,000		\$9,555,000	
2. PAVEMENT MANAGEMENT PROGRAM		STP	CMAQ		
Pavement Management Program	MTC	\$1,500,000		\$1,500,000	
Pavement Technical Advisory Program (PTAP)	MTC	\$7,500,000		\$7,500,000	
Statewide Local Streets and Roads (LSR) Needs Assessment	MTC/Caltrans	\$250,000		\$250,000	
2. PAVEMENT MANAGEMENT PROGRAM	TOTAL:	\$9,250,000		\$9,250,000	
3. PDA PLANNING & IMPLEMENTATION		STP	CMAQ		
PDA Planning and Implementation					
PDA Implementation	MTC	\$2,000,000		\$2,000,000	
PDA Supportive Studies	MTC	\$587,000		\$587,000	
PDA Planning					
<u>Berkeley: San Pablo Avenue PDA Plan</u>	<u>MTC</u>	<u>\$750,000</u>		<u>\$750,000</u>	
<u>Oakland: MacArthur Transit Village PDA; North Oakland/Golden Gate PDA Plan</u>	<u>MTC</u>	<u>\$800,000</u>		<u>\$800,000</u>	
<u>Oakland: Eastmont Town Center/International Blvd; Fruitvale and Dimond; MacArthur Blvd Corridor; San A</u>	<u>MTC</u>	<u>\$800,000</u>		<u>\$800,000</u>	
Union City: Decoto Industrial Parkway Study Area Specific Plan 2.0	MTC	\$800,000		\$800,000	
El Cerrito: San Pablo Avenue Specific Plan and EIR Update/Amendments	MTC	\$308,000		\$308,000	
Moraga: Moraga Center Specific Plan Implementation Project	MTC	\$140,000		\$140,000	
<u>Richmond: Hilltop PDA Plan</u>	<u>MTC</u>	<u>\$750,000</u>		<u>\$750,000</u>	
<u>San Pablo: Rumrill Blvd PDA Plan</u>	<u>MTC</u>	<u>\$250,000</u>		<u>\$250,000</u>	
<u>Marin County: Urbanized Corridor/Marin City PDA Plan</u>	<u>MTC</u>	<u>\$300,000</u>		<u>\$300,000</u>	
San Rafael: Downtown Precise Plan	MTC	\$500,000		\$500,000	
San Francisco: HUB Area EIR	MTC	\$500,000		\$500,000	
San Francisco: Transit Corridors Study	MTC	\$500,000		\$500,000	
<u>Burlingame: Broadway Planning Area PDA Plan</u>	<u>MTC</u>	<u>\$400,000</u>		<u>\$400,000</u>	
<u>South San Francisco: Downtown Station Area PDA Plan</u>	<u>MTC</u>	<u>\$500,000</u>		<u>\$500,000</u>	
<u>Cupertino: VTA Cores and Corridors PDA Plan</u>	<u>MTC</u>	<u>\$400,000</u>		<u>\$400,000</u>	
<u>Milpitas: Midtown PDA Plan</u>	<u>MTC</u>	<u>\$500,000</u>		<u>\$500,000</u>	
<u>Palo Alto: University Ave/Downtown PDA Plan</u>	<u>MTC</u>	<u>\$800,000</u>		<u>\$800,000</u>	
San Jose/VTA: Diridon Integrated Station Area Concept Plan	MTC	\$800,000		\$800,000	
San Jose: SW Expressway/Race Street Light Rail Urban Village Plans	MTC	\$500,000		\$500,000	
<u>Santa Clara: Downtown PDA Plan</u>	<u>MTC</u>	<u>\$400,000</u>		<u>\$400,000</u>	
Vacaville: Downtown Specific Plan	MTC	\$350,000		\$350,000	
Santa Rosa: Downtown Station Area Specific Plan Update/Amendment	MTC	\$800,000		\$800,000	
Staffing Assistance					
Emeryville: Mitigate Regulation-Induced Displacement, Streamlined Asset Mngmt	MTC	\$180,000		\$180,000	
Fremont: SB743 Implementation	MTC	\$150,000		\$150,000	
Hayward: SB743 Implementation	MTC	\$150,000		\$150,000	
Oakland: ADU Initiative	MTC	\$200,000		\$200,000	
Oakland: Innovative Construction Initiative	MTC	\$200,000		\$200,000	
Concord: VMT-based Transportation Impact Standards	MTC	\$150,000		\$150,000	
Concord: Galindo Street Corridor Plan	MTC	\$200,000		\$200,000	
Lafayette: Updated Parking Ordinance and Strategies	MTC	\$150,000		\$150,000	
San Jose: PDA/Citywide Design Guidelines	MTC	\$200,000		\$200,000	
Windsor: Parking Management and Pricing	MTC	\$35,000		\$35,000	
Technical Assistance					
<u>Marin/Sonoma VMT Implementation Group</u>	<u>MTC</u>	<u>\$170,000</u>		<u>\$170,000</u>	
<u>Napa/Solano VMT Implementation Group</u>	<u>MTC</u>	<u>\$170,000</u>		<u>\$170,000</u>	
<u>Various Jurisdictions: VMT Implementation Group</u>	<u>MTC</u>	<u>\$140,000</u>		<u>\$140,000</u>	
Emeryville: Developing the Highest and Best Use of the Public Curb	MTC	\$65,000		\$65,000	
<u>Hayward: Micro Mobility/Safety Program</u>	<u>MTC</u>	<u>\$75,000</u>		<u>\$75,000</u>	
Oakland: General Plan Framework - PDA Community Engagement Program	MTC	\$65,000		\$65,000	
<u>San Leandro: BayFair TOD Infrastructure Design/Finance</u>	<u>MTC</u>	<u>\$150,000</u>		<u>\$150,000</u>	
San Francisco: Mission-San Jose PDA Housing Feasibility Analysis	MTC	\$65,000		\$65,000	
San Francisco: PDA Density Bonus Program	MTC	\$65,000		\$65,000	
Belmont: Transportation Demand Management Program	MTC	\$65,000		\$65,000	
<u>San Mateo: TDM Ordinance</u>	<u>MTC</u>	<u>\$150,000</u>		<u>\$150,000</u>	
<u>Santa Rosa/Sonoma County: Renewal Enterprise District</u>	<u>MTC</u>	<u>\$150,000</u>		<u>\$150,000</u>	
<u>San Jose: Urban Villages District Parking & Rezoning</u>	<u>MTC</u>	<u>\$120,000</u>		<u>\$120,000</u>	
BART AB2923 Implementation	BART	\$1,000,000		\$1,000,000	
Unprogrammed balance	MTC	\$7,862,000		\$7,862,000	
Community-Based Transportation Plan (CBTP) Updates	MTC				
ACTC: CMA Planning (for Community-Based Transportation Plans)	MTC	\$300,000		\$300,000	
CCTA: Community-Based Transportation Plans	MTC	\$215,000		\$215,000	
TAM: Community-Based Transportation Plans	MTC	\$75,000		\$75,000	
NVTA: Community-Based Transportation Plans	MTC	\$75,000		\$75,000	
SFCTA: Community-Based Transportation Plans	MTC	\$175,000		\$175,000	
C/CAG: Community-Based Transportation Plans	MTC	\$120,000		\$120,000	
VTA: Community-Based Transportation Plans	MTC	\$300,000		\$300,000	
STA: Community-Based Transportation Plans	MTC	\$95,000		\$95,000	
SCTA: Community-Based Transportation Plans	MTC	\$110,000		\$110,000	
CBTP Program Evaluation	MTC	\$35,000		\$35,000	
3. PDA PLANNING & IMPLEMENTATION	TOTAL:	\$20,000,000		\$20,000,000	
4. CLIMATE INITIATIVES		STP	CMAQ		
Climate Initiatives			\$10,875,000	\$10,875,000	
Spare the Air & EV Program Outreach (for Electric Vehicle Programs)	BAAQMD		\$10,000,000	\$10,000,000	
Carsharing Implementation	MTC		\$800,000	\$800,000	
Targeted Transportation Alternatives	MTC		\$325,000	\$325,000	
Spare the Air Youth Program - 2	MTC		\$1,417,000	\$1,417,000	
4. CLIMATE INITIATIVES	TOTAL:		\$23,417,000	\$23,417,000	

Attachment B-1

MTC Resolution No. 4202

OBAG 2 Regional Programs

FY 2017-18 through FY 2021-22

April 2021

Revised: 07/27/16-C 10/26/16-C 12/21/16-C 03/22/17-C 05/24/17-C 06/28/17-C 07/26/17-C 09/27/17-C 10/25/17-C
 12/20/17-C 01/24/18-C 02/28/18-C 03/28/18-C 04/25/18-C 05/23/18-C 06/27/18-C 07/25/18-C 09/26/18-C 11/28/18-C
 12/19/18-C 02/27/19-C 03/27/19-C 06/26/19-C 09/25/19-C 10/23/19-C 11/20/19-C 02/26/20-C 05/27/20-C 07/22/20-C
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 02/24/21-C 04/28/21-C 05/26/21-C

MTC Res. No. 4202 Attachment B-1

Adopted: 11/18/15-C

OBAG 2 Regional Programs Project List

Close Grouping Before Printing
 Not for Commission Action

PROJECT CATEGORY AND TITLE	SPONSOR	STP	CMAQ	Total STP/CMAQ	Other
OBAG 2 REGIONAL PROGRAMS		\$484,059,423	\$196,665,000	\$680,724,423	\$99,975,260
5. REGIONAL ACTIVE OPERATIONAL MANAGEMENT		STP	CMAQ		
Active Operational Management					
AOM Implementation	MTC	\$23,737,000		\$23,737,000	
Bay Area 511 Traveler Information					
511 Next Gen	MTC	\$26,148,000		\$26,148,000	
511 Implementation	MTC	\$7,450,000		\$7,450,000	
Rideshare					
Rideshare Implementation	MTC		\$720,000	\$720,000	
Carpool Program	MTC		\$7,280,000	\$7,280,000	
Vanpool Program	MTC		\$2,000,000	\$2,000,000	
Commuter Benefits Implementation	MTC		\$674,000	\$674,000	
Commuter Benefits Program	MTC		\$1,111,000	\$1,111,000	
Napa Valley Transportation Demand Strategies (Fund Exchange)	MTC/NVTA				\$1,100,000
Bay Bridge Forward					
Transbay Higher Capacity Bus Fleet/Increased Service Frequencies	AC Transit		\$1,200,000	\$1,200,000	
Pilot Transbay Express Bus Routes	AC Transit		\$800,000	\$800,000	
Eastbay Commuter Parking	MTC	\$2,500,000		\$2,500,000	
Transbay Higher Capacity Bus Fleet/Increased Service Frequencies	WestCat		\$2,000,000	\$2,000,000	
Dumbarton Forward					
SR 84 (US 101 to I-880) Dumbarton Forward	MTC	\$4,375,000		\$4,375,000	
Richmond-San Rafael Bridge Forward					
Richmond-San Rafael Bridge Bikeway Access (Fund Exchange)	Richmond				\$500,000
Richmond-San Rafael Bridge Forward (Fund Exchange)	MTC				\$1,160,000
Freeway Performance Program					
Freeway Performance Program	MTC		\$14,240,000	\$14,240,000	
FPP: I-880 (I-80 to I-280)	MTC	\$3,000,000		\$3,000,000	
FPP: I-580 WB HOV Lane Extension (SR 24 to I-80/SFOBB approach) PL & ENV Only	MTC	\$625,000		\$625,000	
FPP: I-80 (Carquinez Bridge to Fremont St., SF) PL only	MTC	\$3,000,000		\$3,000,000	
FPP: CC I-680 NB HOV/Express Lanes (Ala Co. to Sol Co.)	MTC	\$10,000,000		\$10,000,000	
FPP: I-80 Central Ave Interchange Improvements	Richmond	\$2,000,000		\$2,000,000	
FPP: SR 37 (US 101 to I-80) PL only	MTC	\$1,000,000		\$1,000,000	
FPP: Napa Valley Forward Traffic Calming & Multimodal Imps.	MTC		\$1,000,000	\$1,000,000	
FPP: US 101 (SR 85 to San Francisco Co. Line)	MTC	\$3,000,000		\$3,000,000	
FPP: SCTA US 101/Marin Sonoma Narrows (MSN) B2 Phase 2	SCTA	\$1,000,000		\$1,000,000	
Program for Arterial System Synchronization (PASS)	MTC		\$5,000,000	\$5,000,000	
Innovative Deployments for Enhanced Arterials (IDEA)					
IDEA Technical Assistance	MTC	\$1,532,000		\$1,532,000	
IDEA Category 1					
AC Transit: Dumbarton Express Route (SR84)	MTC	\$2,300,000		\$2,300,000	
Alameda: Webster & Posey Tubes (SR 260), Park St	MTC	\$276,000		\$276,000	
Hayward: Various Locations	MTC	\$302,000		\$302,000	
Oakland: Bancroft Ave	MTC	\$310,000		\$310,000	
Pleasanton: Various Locations	MTC	\$290,000		\$290,000	
Union City: Union City Blvd & Decoto Rd	MTC	\$710,000		\$710,000	
San Ramon: Bollinger Canyon Rd & Crow Canyon Rd	MTC	\$563,000		\$563,000	
San Rafael: Downtown San Rafael	MTC	\$830,000		\$830,000	
South San Francisco: Various Locations	MTC	\$532,000		\$532,000	
San Jose: Citywide	MTC	\$1,400,000		\$1,400,000	
IDEA Category 2					
LAVTA/Dublin: Citywide	MTC	\$385,000		\$385,000	
Emeryville: Powell, Shellmound, Christie & 40th St	MTC	\$785,000		\$785,000	
Concord: Concord Blvd, Clayton Rd & Willow Pass Rd (Fund Exchange)	MTC				\$589,000
MTC Concord Blvd, Clayton Rd & Willow Pass Rd (Fund Exchange)	MTC				\$30,000
Walnut Creek: Various locations (Fund Exchange)	MTC				\$621,000
Los Gatos: Los Gatos Blvd	MTC	\$700,000		\$700,000	
VTA: Veterans Admin. Palo Alto Medical Center	VTA	\$845,000		\$845,000	
Connected Vehicles/Automated Vehicles (CV/AV)	MTC	\$2,500,000		\$2,500,000	
Shared Use Mobility	MTC	\$2,500,000		\$2,500,000	
Connected Bay Area					
TMS Implementation	MTC	\$2,910,000		\$2,910,000	
TMC Asset Upgrade and Replacement	MTC	\$1,150,000		\$1,150,000	
I-880 Communication Upgrade and Infrastructure Gap Closures	MTC	\$11,940,000		\$11,940,000	
InterConnect Bay Area Program	MTC	\$3,000,000		\$3,000,000	
Incident Management					
Incident Management Implementation	MTC	\$4,160,000		\$4,160,000	
I-880 ICM Northern	MTC		\$6,200,000	\$6,200,000	
I-880 ICM Central	MTC		\$2,640,000	\$2,640,000	
Unprogrammed Balance	TBD	\$380,000		\$380,000	
5. REGIONAL ACTIVE OPERATIONAL MANAGEMENT	TOTAL:	\$128,135,000	\$44,865,000	\$173,000,000	\$4,000,000
6. TRANSIT PRIORITIES		STP	CMAQ		
BART Car Replacement/Expansion	BART		\$99,800,000	\$99,800,000	
GGB Suicide Deterrent (for BART Car Replacement/Expansion)	GGBH&TD	\$9,760,668		\$9,760,668	\$30,239,332
Clipper	MTC	\$34,200,000		\$34,200,000	
Unprogrammed Balance		\$15,283,000		\$15,283,000	
6. TRANSIT PRIORITIES	TOTAL:	\$59,243,668	\$99,800,000	\$159,043,668	\$30,239,332
7. PRIORITY CONSERVATION AREA (PCA)		STP	CMAQ		
Regional Peninsula, Southern and Eastern Counties PCA Grant Program					
Bay Area GreenPrint: PCA Functionality Imps (Fund Exchange)	MTC/GreenInfo Network				\$30,000
PCA Grant Implementation	MTC/Coastal Conservancy				\$500,000
Alameda County: Niles Canyon Trail, Phase 1	Alameda County				\$321,000
Albany: Albany Hill Access Improvements	Albany				\$251,000

Attachment B-1

MTC Resolution No. 4202

OBAG 2 Regional Programs

FY 2017-18 through FY 2021-22

April 2021

Revised: 07/27/16-C 10/26/16-C 12/21/16-C 03/22/17-C 05/24/17-C 06/28/17-C 07/26/17-C 09/27/17-C 10/25/17-C
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MTC Res. No. 4202 Attachment B-1

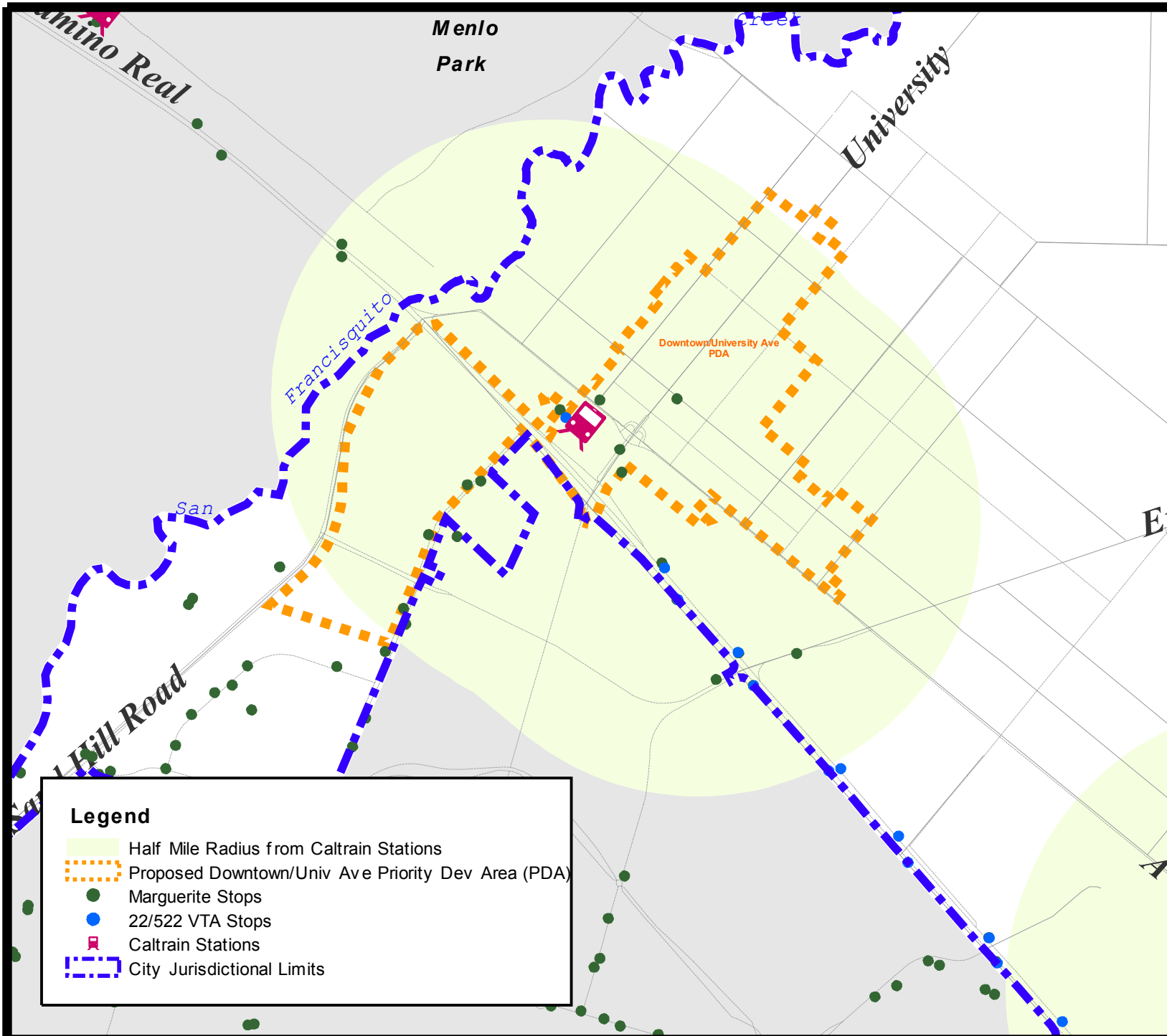
Adopted: 11/18/15-C

OBAG 2 Regional Programs Project List

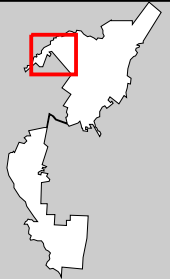
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PROJECT CATEGORY AND TITLE	SPONSOR	STP	CMAQ	Total STP/CMAQ	Other
OBAG 2 REGIONAL PROGRAMS		\$484,059,423	\$196,665,000	\$680,724,423	\$99,975,260
Livermore: Arroyo Road Trail	Livermore				\$400,000
WOEIP/Urban Biofilter: Adapt Oakland Urban Greening in West Oakland	WOEIP/Urban Biofilter				\$300,000
EBRPD: Bay Trail at Point Molate (RSR Bridge to Point Molate Beach Park)	EBRPD				\$1,000,000
JMLT: Pacheco Marsh/Lower Walnut Creek Restoration and Public Access	John Muir Land Trust				\$950,000
SFCTA: Yerba Buena Island Multi-Use Pathway (PE/ENV)	SFCTA	\$1,000,000		\$1,000,000	
San Francisco: McLaren Park and Neighborhood Connections Plan	SF Recreation and Parks				\$194,000
San Francisco/Coastal Conservancy: Twin Peaks Trail Improvement	SF Rec and Park/Conservancy				\$74,000
GGNPC/NPS: Rancho Corral de Tierra Unit Management Plan Engagement	National Parks Service				\$200,000
SMCHD: Pillar Point Public Access Improvements	San Mateo Co. Harbor District				\$298,000
Menlo Park: Bedwell Bayfront Park Entrance Improvements	Menlo Park				\$520,000
San Mateo Co.: Colma Creek Adaptation Study (Colma Creek Connector)	San Mateo Co.				\$110,000
San Mateo Co.: San Bruno Mtn. Habitat Conservation Plan Grazing Pilot	San Mateo Co.				\$137,900
South San Francisco: Sign Hill Conservation and Trail Master Plan	South San Francisco				\$135,100
Point Blue: Pajaro River Watershed: Habitat Restoration and Climate Resilient Imps.	Point Blue Conservation Science				\$379,000
SCVOSA: Coyote Ridge Open Space Preserve Public Access, Phase 1	Point Blue Conservation Science				\$400,000
SCVOSA: Tilton Ranch Acquisition	Santa Clara Valley Open Space Auth.				\$1,000,000
North Bay PCA Grant Program					
Marin County: Hicks Valley/Wilson Hill/Marshall-Petaluma Rehab. (for Corte Madera: Par	Marin County	\$312,000		\$312,000	
Marin County: Hicks Valley/Wilson Hill/Marshall-Petaluma Rd Rehab	Marin County	\$869,000		\$869,000	
Novato: Nave Dr/Bell Marin Keys Rehabilitation (for Hill Recreation Area Imps.)	Novato	\$104,000		\$104,000	
Novato: Vineyard Rd Improvements (for Hill Recreation Area Imps.)	Novato	\$265,000		\$265,000	
National Parks Service: Fort Baker's Vista Point Trail	NPS	\$500,000		\$500,000	
NVTA: Vine Trail - St. Helena to Calistoga	NVTA	\$711,000		\$711,000	
Napa: Vine Trail - Soscol Ave Corridor	Napa	\$650,000		\$650,000	
Napa County: Silverado Trail Rehabilitation - Phase L	Napa County	\$689,000		\$689,000	
Solano County: Suisun Valley Farm-to-Market - Phase 3 Bike Imps	Solano County	\$2,050,000		\$2,050,000	
Sonoma County: Crocker Bridge Bike/Pedestrian Bridge	Sonoma County	\$1,280,000		\$1,280,000	
Sonoma County: Joe Rodota Trail Bridge Replacement	Sonoma County	\$770,000		\$770,000	
7. PRIORITY CONSERVATION AREA (PCA)	TOTAL:	\$9,200,000		\$9,200,000	\$7,200,000
8. BAY AREA HOUSING INITIATIVES		STP	CMAQ		
Bay Area Preservation Pilot (BAPP) (Funding Exchange)	MTC				\$10,000,000
Housing Incentive Pool	TBD		\$25,000,000	\$25,000,000	
Sub-HIP Pilot Program					
Fairfield: Pavement Preservation/Rehabilitation (for One Lake Apts. Linear Park Trail)	Fairfield	\$2,100,000		\$2,100,000	
Vacaville: Pavement Preservation/Rehabilitation (for Allison PDA Affordable Housing)	Vacaville	\$1,900,000		\$1,900,000	
Marin County: Marin City Pedestrian Crossing Imps.	Marin County		\$300,000	\$300,000	
NVTA: Imola Park and Ride	NVTA	\$300,000		\$300,000	
Santa Rosa: Downtown Multi-modal and Fiber Improvements	Santa Rosa		\$400,000	\$400,000	
8. BAY AREA HOUSING INITIATIVES	TOTAL:	\$4,300,000	\$25,700,000	\$30,000,000	\$10,000,000
9. SAFE & SEAMLESS MOBILITY QUICK-STRIKE		STP	CMAQ		
TBD	TBD	\$52,900,000		\$52,900,000	\$34,593,076
9. SAFE & SEAMLESS MOBILITY QUICK-STRIKE	TOTAL:	\$52,900,000		\$52,900,000	\$34,593,076
10. REGIONAL STRATEGIC INVESTMENTS (RSI)		STP	CMAQ		
CC I-680 NB HOV/Express Lanes Ala Co to Sol Co (Fund Exchange)	CCTA/MTC	\$4,000,000		\$4,000,000	
GGB Suicide Deterrent System	GGBHTD	\$7,910,000		\$7,910,000	
Pavement Rehab (for Downtown Novato SMART Station)	Novato	\$617,000		\$617,000	
Old Redwood Highway Multi-Use Pathway	Larkspur		\$1,120,000	\$1,120,000	
Grand Ave Bridge	San Rafael		\$763,000	\$763,000	
Grand Ave Bike/Ped Imps (for SMART 2nd to Andersen Pathway)	San Rafael		\$1,000,000	\$1,000,000	
US 101 Marin-Sonoma Narrows	TAM	\$2,000,000		\$2,000,000	
US 101/Marin Sonoma Narrows (MSN) B2 Phase 2 (Fund Exchange)	SCTA	\$15,400,000		\$15,400,000	
US 101 Marin-Sonoma Narrows (MSN) B7 (Loan for RM3)	TAM	\$61,708,245		\$61,708,245	\$13,942,852
I-80 Express Lanes in Solano County (Loan for RM3)	STA	\$99,840,510		\$99,840,510	
10. REGIONAL STRATEGIC INVESTMENTS (RSI)	TOTAL:	\$191,475,755	\$2,883,000	\$194,358,755	\$13,942,852
OBAG 2 REGIONAL PROGRAMS	TOTAL:	\$484,059,423	\$196,665,000	\$680,724,423	\$99,975,260

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The City of
Palo Alto









Downtown/University Ave
PDA

This map is a product of the
City of Palo Alto GIS



Legend

-  Half Mile Radius from Caltrain Stations
-  Proposed Downtown/Univ Ave Priority Dev Area (PDA)
-  Marguerite Stops
-  22/522 VTA Stops
-  Caltrain Stations
-  City Jurisdictional Limits

MASTER FUNDING AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

AND

CITY OF PALO ALTO

**PLANNING, PROGRAMMING,
TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS**

FOR

FISCAL YEAR 2021-22 through FISCAL YEAR 2031-32

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MASTER FUNDING AGREEMENT
Between METROPOLITAN TRANSPORTATION COMMISSION
And CITY OF PALO ALTO
For PLANNING, PROGRAMMING,
TRANSPORTATION, TRANSIT, LAND USE OR OTHER PROJECTS

This Master Funding Agreement, effective as of February 17, 2022 (this “Master Funding Agreement” or “Agreement”), is entered into by and between the Metropolitan Transportation Commission (hereafter “MTC”), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and CITY OF PALO ALTO (hereafter “AGENCY”). MTC and AGENCY are collectively referred to herein as “the Parties.”

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (“RTPA” - state) for the San Francisco Bay Region; and

WHEREAS, MTC from time to time expects to provide funds available to it as MPO, RTPA or otherwise to AGENCY; and

WHEREAS, it is expected that these funds will be used for planning, programming, transportation, transit, land use or other projects relevant to MTC or its statutory purposes (the “Project” or “Projects”); and

WHEREAS, the Parties wish to set forth the terms and conditions under which MTC may from time to time provide funding to AGENCY; and

WHEREAS, before MTC will make funds available hereunder, MTC and AGENCY will enter into at least one Supplement to this Master Funding Agreement, which must be in substantially the form attached hereto as Exhibit A (each, a “Supplement”) to establish the terms and conditions applicable to AGENCY when receiving funds for the Project;

NOW, THEREFORE, the Parties hereto agree as follows:

1.0 GENERAL

This Master Funding Agreement shall have no force and effect with respect to a Project or any portion thereof unless and until a Supplement has been fully executed by both MTC and AGENCY governing the relevant Project. Exhibit A, Form of Supplement, is attached hereto and incorporated herein. Each Supplement shall include the following information:

- a. A description of the applicable Project scope of work;
- b. A maximum payment amount for the applicable Project scope of work;

- c. An indication of whether the various clauses attached hereto as Exhibits B-1 through B-7 shall apply to AGENCY's implementation of the applicable Project scope of work;
- d. Any additional covenants, conditions, restrictions or reporting requirements that apply to the applicable Project scope of work or funding source MTC is providing to AGENCY;
- e. Identification of the MTC and AGENCY project managers for the applicable Project scope of work;
- f. The estimated budget and payment milestones for the applicable Project scope of work; and
- g. Any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.

Upon execution by MTC and AGENCY of such a Supplement, AGENCY shall assume the responsibility for implementing the applicable Project scope of work, and MTC will administer funding to AGENCY in accordance with this Agreement, the applicable Supplement, and any other documents incorporated by reference into such Supplement.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Project Manager at AGENCY and Project Manager at MTC, as set forth in the applicable Supplement.

3.0 FUNDING

- A. The total compensation to be paid to AGENCY under this Agreement shall be the sum of the amounts of compensation payable to AGENCY as set forth in each Supplement.
- B. AGENCY and MTC jointly agree to exert their best efforts to manage each component of the Project in such a way that prevents costs from exceeding the estimated budget set forth in the applicable Supplement.
- C. Reimbursement of AGENCY travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

4.0 TERM

This Agreement is in effect for the ten years following the Effective Date. This Agreement term may be extended by mutual written agreement.

5.0 PAYMENT

Contingent upon AGENCY's satisfactory completion of work products or milestones, as applicable, required under the applicable Supplement, AGENCY shall submit invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format and provided no more frequently than prescribed by MTC in the applicable Supplement. In addition, all supporting documentation must accompany expenditures included on AGENCY invoices. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should submit invoices electronically via email to MTC at acctpay@bayareametro.gov or deliver or mail invoices to MTC, as follows:

Attention: Accounting Section
Metropolitan Transportation Commission
Bay Area Metro Center
375 Beale Street, Suite 800
San Francisco, CA, 94105

6.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. The parties agree to cooperate to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include withholding of commensurate payment due under this Agreement until compliance is achieved.

7.0 AMENDMENTS

This Agreement or any Supplement hereto may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the authorized Executive or a designated representative of MTC and AGENCY and specifically identified as amendments to the Agreement. The MTC Project Manager is not a designated representative, for purposes of executing an amendment.

8.0 TERMINATION

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

9.0 USE OF THIRD-PARTY CONTRACTS

AGENCY may subcontract or subvene funds to local agencies, consultants or contractors for performance of portions of the work required under this Agreement, without the prior written consent of MTC, provided AGENCY complies with any other applicable requirements of this Agreement and the applicable Supplement hereto, and applicable federal and state requirements.

10.0 INDEMNIFICATION

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, employees or agents, or subconsultants or any of them in connection with this Agreement.

11.0 LAWS AND REGULATIONS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state and/or a local government, and of any agency thereof, including but not limited to the California Department of Transportation (Caltrans) Local Assistance Procedures Manual, as they exist at the time of execution of the Agreement and as they may be amended in the future, which relate to or in any manner affect the performance of this Agreement and any Supplements.

12.0 RECORDS

AGENCY agrees to establish and maintain an accounting system conforming to generally accepted accounting principles (GAAP) that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs. AGENCY further agrees to keep all records pertaining to the Project(s) being funded for audit purposes for a minimum of: (a) three (3) years following final payment to AGENCY, (b) four (4) years following the fiscal year of last expenditure under the Agreement; or (c) until completion of any litigation, claim or audit, whichever is longest.

13.0 AUDITS

AGENCY shall permit MTC and MTC's authorized representatives to have access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement, for the purpose of making an audit, examination, excerpt and transcription during the term of this Agreement and for the period specified in Article 12. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. Such permission shall extend to books, records, accounts, and any and all work products, materials, and other data relevant to this Agreement of the AGENCY's contractors and subcontractors, if any. If applicable, should MTC request access to the construction site and related field operations, MTC shall provide reasonable notice to AGENCY, and AGENCY shall provide access as it deems reasonable and safe, subject to the rights of the property owner if such owner is not AGENCY.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subconsultant agrees that MTC or any of MTC's duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subconsultant for the term specified above. "Subconsultant" is defined in Article 14.0 Subcontracts, below.

14.0 SUBCONTRACTS

A. For purposes of this Agreement, "subconsultant" shall mean any consultant or contractor under contract with the AGENCY to perform Project work. Any subconsultants must be engaged under written contract with AGENCY with provisions allowing AGENCY to comply with all requirements of this Agreement. Failure of a subconsultant to provide any insurance required under this Agreement shall be at the risk of AGENCY. MTC's Project Manager shall be notified in writing of any substitution or addition of subconsultants.

For any Project funded by the Federal Transit Authority (FTA), Federal Highway Administration (FHWA) or Caltrans, AGENCY shall complete Form 10-C, as may be revised by Caltrans from time to time, within thirty (30) days of executing an agreement with a subconsultant and submit it to MTC's Project Manager. MTC shall not process payment of any invoice under the applicable Supplement relating to work by a subconsultant unless AGENCY shall have submitted to MTC a Form 10-C with respect to its contract with such subconsultant.

B. Nothing contained in this Agreement or otherwise, shall create any contractual relation between MTC and any subconsultants, and no subcontract shall relieve AGENCY of his/her responsibilities and obligations hereunder. AGENCY agrees to be as fully responsible to MTC for the acts and omissions of its subconsultants and of persons either directly or indirectly employed by any of

them as it is for the acts and omissions of persons directly employed by AGENCY. AGENCY's obligation to pay its subconsultants is an independent obligation from MTC's obligation to make payments to AGENCY.

C. Applicable provisions of this Agreement shall be included in any subcontract or subconsultant agreement in excess of \$25,000 entered into under of this Agreement.

15.0 PROHIBITED INTERESTS

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

16.0 ORGANIZATIONAL CONFLICTS OF INTEREST

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

AGENCY shall not engage the services of any subconsultant or subcontractor on any work related to this Agreement if the subconsultant or subcontractor, or any employee of the subconsultant or subcontractor, has an actual or apparent organizational conflict of interest related to work or services contemplated under this Agreement.

If at any time during the term of this Agreement AGENCY becomes aware of an organizational conflict of interest in connection with the work performed by a subconsultant or subcontractor hereunder, AGENCY shall immediately provide MTC with written notice of the facts and circumstances giving rise to this organizational conflict of interest. AGENCY's written notice will also describe alternatives for addressing or eliminating the organizational conflict of interest. If at any time during the period of performance of this Agreement, MTC becomes aware of an organizational conflict of interest

in connection with performance of any work hereunder by a subconsultant or subcontractor, MTC shall similarly notify AGENCY. In the event a conflict is presented, whether disclosed by AGENCY or its subconsultant or subcontractor, or discovered by MTC, MTC will consider the conflict presented and any alternatives proposed and meet with AGENCY to determine an appropriate course of action. MTC's determination as to the manner in which to address the conflict shall be final.

Failure to comply with this section may subject AGENCY or its subconsultant or subcontractor to damages incurred by MTC in addressing organizational conflicts that arise out of work performed by such subconsultant or subcontractor, or to termination of this Agreement for breach.

17.0 CHOICE OF LAW

All questions pertaining to the validity and interpretation of the Agreement shall be determined in accordance with the laws of the State of California applicable to agreements made and to be performed within the State.

18.0 PARTIAL INVALIDITY

If any term or condition of this Agreement is found to be illegal or unenforceable, such term or condition shall be deemed stricken and the remaining terms and conditions shall remain valid and in full force and effect.

19.0 NO THIRD-PARTY BENEFICIARIES

This Agreement is not for the benefit of any person or entity other than the parties.

20.0 ORDER OF PRECEDENCE

In the event of a conflict in the provisions of this Agreement, any Supplement hereto, or the Exhibits hereto incorporated by reference into such Supplement, the following order of priority shall be used in resolving such conflict: the applicable Supplement shall have first priority, then the Exhibits incorporated into such Supplement, then this Agreement.

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

METROPOLITAN TRANSPORTATION COMMISSION

DocuSigned by:

Therese W. McMillan

9FD56424D5A54BA...

Therese W. McMillan, Executive Director

CITY OF PALO ALTO

DocuSigned by:

Ed Shikida

F2DCA19CCC8D4F9...

Ed Shikida, City Manager

EXHIBIT A
FORM OF SUPPLEMENT**SUPPLEMENT [insert number] TO MASTER FUNDING AGREEMENT**

This Supplement No. ____ to Master Funding Agreement (“Supplement or “Agreement”) is entered into this ____ day of ____, 2017, by and between the Metropolitan Transportation Commission (hereafter “MTC”) and [AGENCY] (hereafter “AGENCY”) and supplements the Master Funding Agreement, dated ____, 2017, by and between MTC and AGENCY.

Pursuant to this Supplement, MTC agrees to provide an amount not to exceed ____ dollars (\$____) in [describe funding source] to AGENCY to fund the [brief description of Project] (as more fully described in Annex I hereto, the “Supplement Project”). The estimated budget and payment milestones for the Supplement Project scope of work is attached as Annex II hereto.

MTC will reimburse AGENCY for its actual eligible costs incurred for completed Supplement Project milestones or deliverables described in Annex II hereto.

The Supplement Project work will commence [date], and be completed no later than ____, 20__.

The clauses selected below and attached as exhibits to the Master Funding Agreement shall apply to AGENCY’s performance of the applicable Supplement Project scope of work hereunder:

- ☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph A
- ☐ Exhibit B-1, Additional Terms and Conditions (General), Paragraph B
- ☐ Exhibit B-2, Additional Terms and Conditions (Federally Required Clauses)
- ☐ Exhibit B-3, Additional Terms and Conditions (State Required Clauses)
- ☐ Exhibit B-4, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Non-Federally-Funded Agreements)
- ☐ Exhibit B-5, Additional Terms and Conditions (Prevailing Wage Rates, Apprenticeships, and Payroll Records, Federally-Funded Agreements)
- ☐ Exhibit B-6, Additional Terms and Conditions (Regional Toll Funds including RM1, RM2, and AB1171)
- ☐ Exhibit B-7, Additional Terms and Conditions (Regional Discretionary Federal Funds including STP and CMAQ)

[Insert any additional covenants, conditions, restrictions or reporting requirements that apply to the Supplement Project scope of work or funding source MTC is providing to AGENCY.]

[Describe/attach any MTC or AGENCY resolutions, authorizations or approvals, or any other key documents, relevant to the applicable Project scope of work or funding source MTC is providing to AGENCY.]

The MTC Project Manager for the Supplement Project is [name, telephone, email]. The AGENCY Project Manager for the Supplement Project is [name, telephone, email].

This Supplement is supplemental to the Master Funding Agreement; all terms and conditions of the Master Funding Agreement, as may be amended, remain unchanged hereby.

Capitalized terms used but not defined herein shall have the respective meanings assigned to them in the Master Funding Agreement.

**METROPOLITAN TRANSPORTATION
COMMISSION**

CITY OF PALO ALTO

Therese W. McMillan, Executive Director

Ed Shikada, City Manager

EXHIBIT B-1
ADDITIONAL TERMS AND CONDITIONS (GENERAL)

A. INSURANCE REQUIREMENTS

AGENCY shall, at its own expense, obtain and maintain (and/or cause its subconsultant(s) to obtain and maintain, as applicable) the types of insurance and financial security listed (if any) in the applicable attachment or exhibit to the relevant Supplement against claims, damages and losses due to injuries to persons or damage to property or other losses that may arise in connection with the performance of work under such Supplement, and in effect at all times for the duration of such Supplement. All policies will be issued by insurers acceptable to MTC, generally with a Best's Rating of A- or better with a Financial Size Category of VIII or better, or as otherwise specified in the applicable Supplement. Notwithstanding anything to the contrary, AGENCY may satisfy the insurance requirements herein utilizing self-insurance providing equivalent coverage.

B. CLAIMS OR DISPUTES

Unless otherwise directed in writing by MTC, AGENCY shall continue performance under this Agreement while any matters in dispute are being resolved. Further, MTC shall pay AGENCY for any undisputed work performed by AGENCY prior to or during the resolution of the matters in dispute. In the event there is a dispute concerning the interpretation of this Agreement or any aspect of the Project that the project managers identified by MTC and AGENCY are unable to resolve, the project manager for either MTC or AGENCY may request that an ad hoc Dispute Resolution Committee ("DRC") be convened to resolve the dispute. The DRC shall consist of two members, one appointed by the MTC Executive Director and the other appointed by the Chief Executive Officer of AGENCY. The responsibility of chairing each ad hoc DRC shall alternate between the agencies, beginning with MTC. Further, disputes between MTC and AGENCY that cannot be resolved by the DRC may be submitted to alternative dispute resolution, as agreed to by the parties. Fees and expenses of the mediator will be borne equally.

EXHIBIT B-2
ADDITIONAL TERMS AND CONDITIONS
(FEDERALLY REQUIRED CLAUSES)

1. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section VII of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000e); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and, for FTA-funded projects, 49 U.S.C. § 5332 and any implementing requirements that FTA may issue. AGENCY agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

2. DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of the applicable Supplement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of the applicable Supplement or this Agreement, or such other remedy as MTC deems appropriate.

3. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21). For FTA-funded projects, AGENCY further agrees to comply with the current FTA Circular 4702.1A, "Nondiscrimination Guidelines for FTA Recipients," the U.S. DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations, and the U.S. DOT Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons.

4. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

5. STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

6. ALLOWABILITY OF COSTS

AGENCY shall comply with the cost principles (as applicable) in Office of Management and Budget (OMB) Circulars A-87, or A-122, or 48 Code of Federal Regulations Chapter 1 Part 31, or 49 Code of Federal Regulations Part 18, or in 2 Code of Federal Regulations Parts 200 and 1201, as applicable. In addition, all subcontracts must be in accordance with 2 Code of Federal Regulations Part 200, as applicable, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. Further, all subconsultants shall agree to comply with 48 Code of Federal Regulations, Chapter 1, Part 31.

7. LICENSE FOR FEDERAL GOVERNMENT PURPOSES

FTA/FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under the applicable Supplement; and (b) any rights of copyright to which MTC or AGENCY purchases ownership under the applicable Supplement.

8. IDENTIFICATION OF DOCUMENTS

All reports and other documents completed as part of the applicable Supplement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the: **[select appropriate agency]** Federal Transit Administration/Federal Highway Administration, U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."

9. AUDITS

AGENCY agrees to grant MTC, the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives access to AGENCY's books, records, accounts, and any and all work products, materials, and other data relevant to the applicable Supplement, for the purpose of making an audit, examination, excerpt and transcription during the term of the applicable Supplement and for the period specified in Article 14. AGENCY shall in no event dispose of, destroy, alter, or mutilate said books, records, accounts, work products, materials and data for that period of time. If, as a result of any audit, it is determined by the auditor that reimbursement of any costs including profit or fee under the applicable Supplement was in excess of that

represented and relied upon during price negotiations or represented as a basis for payment, AGENCY agrees to reimburse MTC for those costs within sixty (60) days of written notification by MTC.

AGENCY further agrees to include in all its subcontracts hereunder exceeding \$25,000 a provision to the effect that the subrecipient agrees that MTC the U.S. DOT, FTA or FHWA, as applicable, the Comptroller General of the United States, the State of California, and their authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subrecipient for the term specified above.

10. FLY AMERICA REQUIREMENTS.

AGENCY agrees to comply with 49 U.S.C. 40118 (the "Fly America Act") in accordance with the General Services Administration's regulations at 41 CFR Part 301 - 10, which provide that recipients and subrecipients of Federal funds and their consultants are required to use U.S. flag air carriers for U.S. Government-financed international air travel and transportation of their personal effects or property to the extent such service is available, unless travel by foreign air carrier is a matter of necessity as defined by the Fly America Act. AGENCY shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements, if used. AGENCY agrees to include the requirements of this Section in all subcontracts that may involve international air transportation.

11. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS.

A. AGENCY acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. § 3801 et seq. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, AGENCY certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying Supplement or the FTA assisted project for which work is being performed under the applicable Supplement. In addition to other penalties that may be applicable, AGENCY further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on AGENCY to the extent the Federal Government deems appropriate.

B. AGENCY also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the

penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(1) on AGENCY, to the extent the Federal Government deems appropriate.

C. AGENCY agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subconsultant who will be subject to the provisions.

12. NO FEDERAL GOVERNMENT OBLIGATION TO THIRD PARTIES

MTC and AGENCY acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the applicable Supplement or this Agreement, absent the express written consent by the Federal Government, the Federal Government is not a party to this Agreement and shall not be subject to any obligations or liabilities to MTC, AGENCY or any other party (whether or not a party to this Agreement) pertaining to any matter resulting from this Agreement.

13. DEBARMENT

This Article is only applicable if the applicable Supplement exceeds \$25,000. AGENCY certifies that neither it, nor any of its participants, principals or subrecipients is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 2 CFR Parts 180 and 1200, by any Federal agency or department.

14. CLEAN AIR AND WATER POLLUTION ACTS

This Article is only applicable if the applicable Supplement exceeds \$100,000. AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

15. LOBBYING

This Article is only applicable if the applicable Supplement exceeds \$100,000. AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

Attachments:

Attachment A – Federally Required Certifications (AGENCY shall either provide these certifications to MTC or shall provide copies of such certifications AGENCY has independently made to the Federal Government.)

EXHIBIT B-2**ATTACHMENT A****FEDERALLY REQUIRED CERTIFICATIONS****CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS****Instructions for Certification:**

1. **By signing and submitting this bid or proposal, the prospective lower tier participant is providing the signed certification set out below.**
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, MTC may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to MTC if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “persons,” “lower tier covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549 [49 CFR Part 29]. You may contact MTC for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized in writing by MTC.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transaction”, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List issued by U.S. General Service Administration.

8. Nothing contained in the foregoing shall be construed to require establishment of system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to all remedies available to the Federal Government, MTC may pursue available remedies including suspension and/or debarment.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION
LOWER TIER COVERED TRANSACTION**

(1) The prospective lower tier participant certifies, by submission of this bid or proposal, that neither it nor its “principals” [as defined at 49 C.F.R. Section 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) When the prospective lower tier participant is unable to certify to the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date

(signature of authorized official)

(type/print name and title)

CERTIFICATION OF RESTRICTIONS ON LOBBYING

I, _____ hereby certify on behalf of CITY OF PALO that:
ALTO
(name and title of grantee
official)

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Executed this _____ day of _____, 20__

By:

(signature of authorized official)

(title of authorized official)

EXHIBIT B-3
ADDITIONAL TERMS AND CONDITIONS
(STATE-REQUIRED CLAUSES)

- 1) Attachment A – Fair Employment Practices Addendum
- 2) Attachment B – Nondiscrimination Assurances
 - a.** Appendix A – Clauses to be inserted in every agreement subject to the ACT, as defined in Attachment B of this Exhibit and REGULATIONS, also as defined in Attachment B.
 - b.** Appendix B – To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein
 - c.** Appendix C – To be included for subsequent transfer of real property acquired or improved under federal-aid Program
 - d.** Appendix D – To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program
- 3) Attachment C – State Department of Transportation Requirements

EXHIBIT B-3**ATTACHMENT A****FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of the applicable Supplement, AGENCY shall not discriminate against any employee for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g. cancer), age (over 40), marital status, and denial of family care leave. AGENCY shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. AGENCY shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. AGENCY, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full. Each of the AGENCY'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements as appropriate.

3. AGENCY shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the applicable Supplement.

4. AGENCY shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of the applicable Supplement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which AGENCY was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that AGENCY has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate the applicable Supplement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by AGENCY and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to AGENCY, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure AGENCY's breach of the applicable Supplement.

EXHIBIT B-3**ATTACHMENT B****NONDISCRIMINATION ASSURANCES**

AGENCY HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which AGENCY receives federal financial assistance from the Federal Department of Transportation. AGENCY HEREBY GIVES ASSURANCE THAT AGENCY shall promptly take any measures necessary to effectuate the applicable Supplement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, AGENCY hereby gives the following specific assurances with respect to its federal-aid Program:

1. That AGENCY agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That AGENCY shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: AGENCY hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That AGENCY shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where AGENCY receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where AGENCY receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That AGENCY shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the AGENCY with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates AGENCY for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates AGENCY or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which AGENCY retains ownership or possession of the property.

9. That AGENCY shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that AGENCY, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That AGENCY agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. AGENCY shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. AGENCY shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure nondiscrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in the applicable Supplement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of the applicable Supplement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and

may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to AGENCY by STATE, acting for the U.S. Department of Transportation, and is binding on AGENCY, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT B

(Clauses to be inserted in every agreement subject to ACT and REGULATIONS)

During the performance of the applicable Supplement, AGENCY, for itself, its assignees and successors in interest (hereinafter collectively referred to as AGENCY) agrees as follows:

(1) Compliance with Regulations: AGENCY shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of the applicable Supplement.

(2) Nondiscrimination: AGENCY, with regard to the work performed by it during the Agreement, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. AGENCY shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by AGENCY for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by AGENCY of the AGENCY's obligations under the applicable Supplement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: AGENCY shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to AGENCY's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of AGENCY is in the exclusive possession of another who fails or refuses to furnish this information, AGENCY shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts AGENCY has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of AGENCY's noncompliance with the nondiscrimination provisions of the applicable Supplement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to AGENCY under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: AGENCY shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

AGENCY shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event AGENCY becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, AGENCY may request STATE enter into such litigation to protect the interests of STATE, and, in addition, AGENCY may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT B

To be included as covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein)

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that AGENCY shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto AGENCY all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto AGENCY and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on AGENCY, its successors and assigns.

AGENCY, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) *

(2) that AGENCY shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.*

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX C TO ATTACHMENT B

(To be included for subsequent transfer of real property acquired or improved under federal-aid Program)

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by AGENCY, pursuant to the provisions of Assurance 7(a) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land') that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT B

(To be included for the construction or use of or access to space on, over, or under real property acquired or improved under the federal-aid Program)

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by AGENCY, pursuant to the provisions of Assurance 7 (b) of Attachment I-2.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)*

That in the event of breach of any of the above nondiscrimination covenants, AGENCY shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of AGENCY, and its assigns.

*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

EXHIBIT B-3**ATTACHMENT C****STATE DEPARTMENT OF TRANSPORTATION REQUIREMENTS****Caltrans Non – Discrimination**

A. In the performance of work undertaken pursuant to the applicable Supplement, AGENCY shall not, and shall affirmatively require that its contractors shall not, unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), medical condition (cancer), age, marital status, denial of family and medical care leave, and denial of pregnancy disability leave.

B. AGENCY shall ensure, and shall require that its contractors and all subcontractors and/or subrecipients shall ensure, that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. AGENCY shall comply, and ensure that its contractors and subcontractors and/or subrecipients shall comply, with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990 (af), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into the applicable Supplement by reference and made a part hereof as if set forth in full.

C. Each of AGENCY's contractors, subcontractors, and/or subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have collective bargaining or other labor agreements. AGENCY shall include the non-discrimination and compliance provisions hereof in all contracts and subcontracts to perform work under the applicable Supplement.

D. AGENCY shall comply with the nondiscrimination program requirements of Title VI of the Civil Rights Act of 1964. Accordingly, 49 CFR Part 21, and 23 CFR Part 200 are made applicable to the applicable Supplement by this reference. Wherever the term "Contractor" appears therein, it shall mean AGENCY.

E. AGENCY shall permit, and shall require that its contractors, subcontractors, and subrecipients will permit, access to all records of employment, employment advertisements, application forms, and other pertinent data and records by the State Fair Employment Practices and Housing Commission or any other agency of the State of California designated by STATE to investigate compliance with these non-discrimination provisions.

EXHIBIT B-4
ADDITIONAL TERMS AND CONDITIONS
(PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
NON-FEDERALLY FUNDED AGREEMENTS)

AGENCY's contractor(s) and all subcontractors shall comply with applicable sections of the California Labor Code and regulations promulgated thereunder (including without limitation, Sections 1720 *et seq.* and Title 8 of the California Code of Regulations Sections 16000 *et seq.*) governing the payment of prevailing wages, as determined by the Director of the California Department of Industrial Relations, in regards to work performed and/or funded under this Agreement. In particular, AGENCY's attention is drawn to Labor Code Sections 1771 (payment of prevailing wage rate), 1775 (penalty for non-payment), 1776 (payroll records), and 1777.5 (use of apprentices). AGENCY's contractor(s) and all subcontractors, to the extent the work of such contractor(s) and subcontractors under this Agreement are subject to California Labor Code Section 1720 *et seq.*, shall be registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 and shall furnish electronic certified payroll records directly to the Labor Commissioner through the internet portal of the Division of Labor Standards Enforcement. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records.

EXHIBIT B-5
ADDITIONAL TERMS AND CONDITIONS
(PREVAILING WAGE RATES, APPRENTICESHIPS, AND PAYROLL RECORDS
FEDERALLY FUNDED AGREEMENTS)

The Additional Federal Clauses Applicable to Public Works included in Attachment A, attached hereto and incorporated herein by this reference, and the Davis-Bacon prevailing wages apply to work performed and/or funded under the applicable Supplement. AGENCY agrees that AGENCY will require its contractor(s) and all subcontractors will pay the higher of (i) the applicable wage set forth in Federal Wage Determinations, and (ii) the applicable California prevailing rate. Certified payroll records in the form set forth in the Public Works Payroll Reporting Form, as found at <https://www.dol.gov/whd/forms/wh347.pdf>, shall be prepared or collected from its contractor(s) and all subconsultant(s) on a weekly basis by the AGENCY. Per Master Funding Agreement Article 12.0, Records and 13.0 Audits, MTC reserves the right to request copies of the certified payroll records. MTC may withhold payment if the certified payrolls to be submitted by AGENCY pursuant to this Exhibit B-5, Prevailing Wage Rates, Apprenticeships, and Payroll Records, are not current.

EXHIBIT B-5

ATTACHMENT A

ADDITIONAL FEDERAL CLAUSES APPLICABLE TO PUBLIC WORKS

1. Buy America
2. Davis-Bacon Act
3. Contract Work Hours and Safety Standards Act
4. Copeland Anti-Kickback Act
5. Prompt Payment of Funds Withheld to Subcontractors

1. Buy America Requirements

Buy America – Attention is directed to the “Buy America” requirements of the surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coating that protects or enhances the value of steel or iron materials shall be considered a manufacturing process subject to the “Buy America” requirements. A Certificate of Compliance shall be furnished for steel and iron materials. The certificates shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed on AGENCY by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. The AGENCY or its contractor(s) shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporation the materials into the work.

Certification requirement for procurement of steel, iron, or manufactured products.

The AGENCY hereby certifies that all manufacturing process for steel and iron materials occurred in the United States, except for the above exceptions.

Signature: _____
Name and Title: _____
Company Name: _____
Date: _____

2. DAVIS-BACON ACT

For all prime construction, alteration or repair contracts in excess of \$2,000 awarded by FTA, the Contractor shall comply with the Davis-Bacon Act and the Copeland "Anti-Kickback" Act. Under 49 U.S.C. § 5333(a), prevailing wage protections apply to laborers and mechanics employed on FTA assisted construction, alteration, or repair projects. The Contractor will comply with the Davis-Bacon Act, 40 U.S.C. §§ 3141-3144, and 3146-3148 as supplemented by DOL regulations at 29 C.F.R. part 5, "Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction." In accordance with the statute, the Contractor shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, the Contractor agrees to pay wages not less than once a week. The Contractor shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by DOL regulations at 29 C.F.R. part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in part by Loans or Grants from the United States." The Contractor is prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

3. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Contract Work Hours and Safety Standards Act - (i) The AGENCY's contractor agrees to comply with section 107 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. section 333, and applicable DOL regulations, "Safety and Health Regulations for Construction" 29 C.F.R. Part 1926. Among other things, the AGENCY's contractor agrees that it will not require any laborer or mechanic to work in unsanitary, hazardous, or dangerous surroundings or working conditions.

(ii) **Subcontracts** - The AGENCY's contractor also agrees to include the requirements of this section in each subcontract. The term "subcontract" under this section is considered to refer to a person who agrees to perform any part of the labor or material requirements of a contract for construction, alteration or repair. A person who undertakes to perform a portion of a contract involving the furnishing of supplies or materials will be considered a "subcontractor" under this section if the work in question involves the performance of construction work and is to be performed: (1) directly on or near the construction site, or (2) by the employer for the specific project on a customized basis. Thus, a supplier of materials which will become an integral part of the construction is a "subcontractor" if the supplier fabricates or assembles the goods or materials in question specifically for the construction project and the work involved may be said to be construction activity. If the goods or materials in question are ordinarily sold to other customers from regular inventory, the supplier is not a "subcontractor." The requirements of this section do not apply to contracts or subcontracts for the purchase of supplies or materials or articles normally available on the open market.

4. COPELAND ANTI-KICKBACK ACT

Compliance with Copeland Act requirements - The AGENCY's contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

5. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

The AGENCY shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency of the contract work and pay retainage to the prime contractor based on these acceptances. The AGENCY's prime contractor or subcontractor shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal regulation (49 CFR 26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating AGENCY's prime contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise, available to the prime contractor or subcontractor in the event of a dispute involving late payment, or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor. This provision applies to both DBE and non-DBE prime contractors and subcontractors.

EXHIBIT B-6
ADDITIONAL TERMS AND CONDITIONS
(REGIONAL TOLL FUNDS INCLUDING RM1, RM2, AND AB 1171)

Recitals

WHEREAS, Streets and Highways Code (SHC) Sections 30950 *et seq.* created the Bay Area Toll Authority (“BATA”) which is a public instrumentality governed by the same board as that governing MTC; and

WHEREAS, pursuant to SHC Section 31010(b), funds generated in excess of those needed to meet the toll commitments as specified by paragraph (4) of subdivision (b) of Section 188.5 of the SHC shall be available to BATA for funding projects consistent with SHC Sections 30913 and 30914; and

WHEREAS, MTC adopted Resolution No. 3434, Revised, which establishes commitments of bridge toll funds, including such AB 1171 funds, to specific projects and corridors; and

WHEREAS, on November 8, 1988, voters approved Regional Measure 1 (“RM1”), which authorized a standard auto toll of \$1 on the seven state-owned toll bridges in the San Francisco Bay Area to fund various transportation projects within the region; and

WHEREAS, on March 2, 2004, voters approved Regional Measure 2 (“RM2”), increasing the toll for all vehicles on the seven state-owned toll bridges in the San Francisco Bay Area by \$1.00 to fund various transportation projects within the region that have been determined to reduce congestion or to improve travel in the toll bridge corridors; and

WHEREAS, RM2 established the Regional Traffic Relief Plan and listed specific capital projects and programs and transit operating assistance as eligible to receive RM2 funding as identified in SHC Section 30914(c) and (d). The funding amounts assigned to certain of the programs and projects were subsequently revised by MTC Resolution No. 3801; and

WHEREAS, to the extent the Project is receiving RM2 funding hereunder, SHC Section 30914(c) lists the Project to which this Exhibit B-6 and the applicable Supplement apply as one such eligible transportation project and designates AGENCY as project sponsor; and

WHEREAS, pursuant to MTC Resolution No. 3636, MTC established procedures whereby eligible transportation project sponsors may submit allocation requests for Regional Measure 2 Bridge Toll funding. A copy of MTC Resolution No. 3636 is attached hereto and incorporated herein as Attachment D, MTC Resolution No. 3636; and

WHEREAS, AGENCY submitted one or more allocation requests for RM2, AB 1171, and/or RM1 funding for the Project to which this Exhibit B-6 applies. A copy of the applicable allocation request(s) as well as AGENCY’s resolution(s) approving the allocation request(s) are attached to the applicable Supplement and incorporated herein as Attachment A, Updated Initial Project Report, and Attachment B, AGENCY Resolution(s), respectively; and

WHEREAS, by the resolution(s) attached to the applicable Supplement and incorporated herein as Attachment A as Attachment C, MTC Resolution(s) Approving Project Request, MTC approved AGENCY's request(s) for the applicable funds for the applicable Project.

I. AGENCY AGREES

A. AGENCY agrees to perform or caused to be performed the activities described in Attachment A, Updated Initial Project Report. AGENCY will provide all necessary staffing and support resources to complete the Project as described in Attachment A, AGENCY agrees to meet all conditions listed in Attachment C, MTC Resolution(s) Approving Project Request.

B. AGENCY shall provide MTC with annual progress reports on or before each July 31 throughout the term of this Agreement in accordance with the monitoring and reporting requirements specified in MTC Resolution No. 3636.

C. AGENCY shall submit invoices to MTC no less than annually, but may submit invoices as frequently as monthly. In either case, AGENCY shall submit an invoice to MTC within thirty (30) days after the end of each period for which payment is sought covering costs for the Project activities accomplished through the end of such period, not covered by previously submitted invoices. Each invoice shall be supported by the following information: (i.) A brief narrative progress report of the activities accomplished during the invoice period, including the percentage of the contract complete and the percentage of funding expended; (ii.) the costs requested for reimbursement with RM1, RM2 and/or AB 1171 funds, as applicable; (iii.) the total costs expended for the invoice period broken down by type and source of funding; (iv.) the total RM1, RM2 and/or AB 1171 funds, as applicable received as reimbursement to date; (v.) the total costs expended for project name to date broken down by type and source of funding; and (vi.) any additional supporting data in a form and detail required by MTC.

D. AGENCY agrees to spend RM1, RM2 and/or AB 1171 funds, as applicable, at a rate not exceeding the schedule attached to the applicable Supplement and incorporated herein as Attachment E, Reimbursement Schedule.

E. AGENCY shall comply with and shall assure that any AGENCY contractor performing Project work with RM1, RM2 and/or AB 1171 funds, as applicable, received under this Agreement complies with MTC Resolution No. 3636, Revised, as well as the provisions of MTC's RM2 Policy Guidance contained in Attachment D, MTC Resolution No. 3636, relative to constructing, operating, and maintaining the Project. MTC may update Resolution No. 3636 from time to time. The AGENCY agrees to comply with the most current Resolution that is approved at any given time.

F. AGENCY is responsible for completing the Project within cost, scope and schedule as described in Attachment A, Updated Initial Project Report, as it may be updated from time to time. Any updates must be approved by AGENCY and MTC in writing before being incorporated into this Agreement.

G. AGENCY certifies that:

- The Project is consistent with the Regional Transportation Plan ("RTP").

- All environmental permits or clearances necessary for the Project have been or will be obtained, and the year of Project funding for the construction phase of the Project has taken into consideration the time necessary to obtain permitting approval for the Project as an operable and useable segment.
- The Project or portion thereof to be funded under this Agreement will be fully funded upon the execution of the applicable Supplement.
- AGENCY has reviewed the Project needs and has adequate internal staffing and support resources to deliver and complete the Project within the cost, scope, and schedule set forth in the Initial Project Report, as updated, attached to the applicable Supplement as Attachment A.
- If applicable to the Project, AGENCY is an eligible sponsor of projects in MTC Resolution No. 3434, Revised.
- If applicable, AGENCY is authorized to submit an application for RM2 funds for the Project in accordance with SHC Section 30914(c).
- If applicable, AGENCY is authorized to submit an application for AB 1171 funds for the Project in accordance with SHC Section 31010(b).
- The Project is in compliance with the requirements of the California Environmental Quality Act (Public Resources Code Section 21000 *et seq.*), and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Sections 15000 *et seq.*), and if relevant, the National Environmental Policy Act (NEPA) (42 USC 4321 *et seq.*) and the applicable regulations thereunder.
- There is no legal impediment to AGENCY making allocation requests for RM1, RM2 and/or AB 1171 funds, as applicable.
- There is no pending or threatened litigation which might in any way adversely affect the Project or the ability of AGENCY to deliver such Project.

H. In addition to AGENCY's commitment under Article 10, INDEMNIFICATION, of the Master Funding Agreement, AGENCY agrees at its own cost, expense, and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, its Commissioners, representatives, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments. In addition to any other remedy authorized by law, so much of the funding due under this allocation of RM1, RM2 and/or AB 1171 funds, as applicable, as shall reasonably be considered necessary by MTC may be retained until disposition has been made of any claim for damages.

I. If any revenues or profits from any non-governmental use of the Project are collected by AGENCY, those revenues or profits shall be used exclusively for the public transportation services for which the Project was initially approved, either for capital improvements or maintenance and operational costs, otherwise MTC is entitled to a proportionate share equal to MTC's percentage participation in the Project. MTC's percentage participation shall equal the amount of funds allocated to Project, divided by the total Project budget as shown in Attachment E, Reimbursement Schedule, as updated from time to time, as such amount may be adjusted to reflect total project costs.

J. Project assets purchased by AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, including facilities and equipment, shall be used for the intended public transportation uses and should said facilities and equipment cease to be operated or maintained for their intended public transportation purposes for their useful life, MTC shall be entitled to a present day value refund or credit (at MTC's

option) based on MTC's share of the fair market value of the facilities and equipment at the time the public transportation uses ceased, which sum shall be paid back to MTC in the same proportion that RM1, RM2 and/or AB 1171 funds, as applicable, were originally used.

K. AGENCY shall post on both ends of the Project construction site(s), unless prohibited by the site owner if such owner is not the AGENCY, at least two signs visible to the public stating that the Project is funded with RM1, RM2 and/or AB 1171 funds, as applicable.

L. AGENCY's City Manager, General Manager, Executive Director, Chief Executive Officer, or equivalent officer, or designee, is delegated the authority to make non-substantive changes or minor amendments to the initial project report as he/she deems appropriate; otherwise, Article 7, AMENDMENTS, of this Agreement applies.

M. AGENCY agrees to comply with the provisions of MTC Resolution No. 3636, Revised, and the MTC Resolutions set forth in Attachment C, MTC Resolution(s) Approving Project Request.

II. MTC AGREES

A. MTC agrees to provide AGENCY with RM1, RM2 and/or AB 1171 funds, as applicable, within the allocation amounts in Attachment C, MTC Resolution(s) Approving Project Request and as restated in the relevant Supplement for the purpose of funding the Project as described in Attachment A.

The entire funding amount is available for reimbursement based on the schedule included in Attachment E, Reimbursement Schedule, to the applicable Supplement. In addition, if applicable, MTC agrees to support AGENCY's allocation request from the State according to the Allocation Request Schedule provided in Attachment F to the applicable Supplement.

In the event AGENCY does not use all RM1, RM2 and/or AB 1171 funds, as applicable, made available in a given fiscal year, those unused amounts will be available for reimbursement in subsequent year(s) for the duration of this Agreement.

III. IT IS MUTUALLY AGREED

A. MTC may terminate the applicable Supplement, in its sole discretion, for any force majeure event, including but not limited to any earthquake, flood or other natural disaster, any epidemic, blockade, rebellion, war, act of sabotage or civil commotion, fire, explosion or strike, or prolonged economic conditions affecting the ability of the Bay Area Toll Authority to make payments to bond holders who shall in all circumstances have priority to payment of funds, if such event (i) irrecoverably disrupts or renders impossible AGENCY's performance hereunder; or (ii) disrupts MTC's ability to make payments hereunder. If MTC so terminates the applicable Supplement, AGENCY will be entitled to payment for non-recoverable Project costs incurred prior to the date of such termination, including but not limited to any amounts AGENCY owes to the owner of the Project construction sites, if such owner is not AGENCY, up to the maximum amount payable under this Agreement.

B. If AGENCY fails to perform as specified in this Agreement and the applicable Supplement, MTC may terminate the applicable Supplement or this Agreement for cause. Termination shall be effected by

serving a sixty (60) day advance written notice of termination on AGENCY, setting forth the manner in which AGENCY is in default. If AGENCY does not cure the breach or describe to MTC's satisfaction a plan for curing the breach within the sixty (60) day period, MTC may terminate this Agreement or the applicable Supplement for cause. In the event of such termination for cause, AGENCY will be entitled only to those costs incurred for already completed Project work, not to exceed the maximum amount payable under this Agreement for such Project work, however, in no event shall MTC be required to reimburse AGENCY for any costs incurred for work causing or contributing to the default.

C. If the Project is cancelled, suspended indefinitely, or otherwise not completed for any reason, AGENCY shall repay MTC any RM1, RM2 and/or AB 1171 funds, as applicable, expended that exceed MTC's proportionate share of eligible costs for the Project.

D. Upon completion of the Project, AGENCY will properly account for all Project costs incurred.

E. The applicable Supplement shall terminate upon closeout of the PROJECT in accordance with Policies and Procedures in MTC Resolution No. 3636, Revised, or on the termination date, if any, set forth in the Supplement, whichever is sooner.

F. The terms and conditions of this Agreement include the following and each is incorporated by reference herein as if fully set forth herein.

Attachment A – Updated Initial Project Report (Allocation Request)

Attachment B – AGENCY Resolution(s) (and opinion of counsel, if applicable)

Attachment C – MTC Resolution(s) Approving Project Request(s)

Attachment D – MTC Resolution No. 3636, Revised

Attachment E – Reimbursement Schedule

Attachment F – Allocation Request Schedule

EXHIBIT B-7
ADDITIONAL TERMS AND CONDITIONS
(REGIONAL DISCRETIONARY FEDERAL FUNDS INCLUDING STP AND CMAQ)

1. TERMINATION

Notwithstanding Article 8.0, TERMINATION in the Master Funding Agreement, MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, AGENCY shall be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If AGENCY fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and AGENCY shall be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

2. RETENTION OF RECORDS

AGENCY agrees to establish and maintain an accounting system confirming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

AGENCY further agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to AGENCY or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of AGENCY audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

3. AUDITS

Notwithstanding Article 13.0, AUDITS in the Master Funding Agreement, AGENCY agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to AGENCY's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

AGENCY further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

4. LICENSE TO WORK PRODUCTS

AGENCY hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by AGENCY or AGENCY's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a

third party, without the approval of AGENCY or AGENCY's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which AGENCY or AGENCY's consultant(s) or subconsultants purchase ownership under this Agreement.

5. **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, AGENCY agrees that it shall not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

6. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

AGENCY shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

7. **TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

8. **ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES**

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

9. **STATE ENERGY CONSERVATION PLAN**

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

10. **DEBARMENT**

AGENCY certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

11. CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

12. LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

13. INDEMNIFICATION

Notwithstanding Article 10.0, INDEMNIFICATION, in the Master Funding Agreement AGENCY shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of AGENCY, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and AGENCY agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

14. COMPLIANCE WITH LAWS

AGENCY shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, the State, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as an AGENCY of federal or state funds are hereby in turn imposed on AGENCY (including, but not limited to, 49 CFR Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"), and are herein incorporated by this reference and made a part hereof.

AGENCY contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. In addition, AGENCY certifies that the AGENCY and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4321 *et seq.* and the applicable regulations thereunder.

15. IDENTIFICATION OF DOCUMENTS

AGENCY shall ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation."