

FUNDING AGREEMENT

SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE W FUNDS

MIDCOASTSIDE TRANSPORTATION DEMAND MANAGEMENT PLAN

This Funding Agreement (Agreement) is made this 23rd day of February, 2023 (Execution Date) by and between the San Mateo County Transportation Authority (TA), and the City of Half Moon Bay (City) and the County of San Mateo (County) (City and County are individually referred to as "Co-Sponsor" and jointly "Co-Sponsors"), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

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

WHEREAS, the Measure A Transportation Expenditure Plan designates one percent of Measure A funds to fund Alternative Congestion Relief projects throughout the County; and

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

WHEREAS, the Measure W Congestion Relief Plan designates twenty two and one-half percent of Measure W funds to fund highway projects throughout the County; and

WHEREAS, the TA Strategic Plan 2020-2024 sets aside of four percent of the Measure W highway program to fund transportation demand management projects that reduce highway congestion and vehicle miles traveled through the County; and

WHEREAS, on January 6, 2022 the TA adopted the Alternative Congestion Relief and Transportation Demand Management (ACR/TDM) Plan to address the requirements of both Measures and create a consolidated program to guide funding decisions; and

WHEREAS, on April 7, 2022, the TA issued a call for projects for the ACR/TDM Program; and

WHEREAS, in response to the call for projects, Co-Sponsors requested that the TA provide \$200,000 in funds for the Midcoastside Transportation Demand Management Plan (Project), as described in Exhibit A; and

WHEREAS, the Project meets the intent of the 2018 Congestion Relief Plan, the TA's Strategic Plan 2020-2024, and the 2022 ACR/TDM Plan; and

WHEREAS, on August 4, 2022, the TA's Board of Directors programmed and allocated up to \$200,000 of Measure W funds from the ACR/TDM Program Category for the Project through Resolution 2022-28 (Measure W Funds); and

WHEREAS, the Co-Sponsors will each contribute \$10,000 in local, state, federal, or other grant matching funds for a total project scope of work cost of \$220,000; and

WHEREAS, the TA and Co-Sponsors desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measure W Funds on the Project.

Now therefore, the Parties agree as follows:

SECTION 1: Scope of Work Oversight and Reporting

1.1 Sponsor Oversight: Work Plan. County is responsible for the completion of the Scope of Work as described in Exhibit A, "Scope of Work Information," which is attached as Exhibit A to this Agreement and incorporated herein by this reference. County is responsible for procuring and administering any professional service and/or other contracts entered into in connection with the Scope of Work. County will oversee completion of the Scope of Work. County may appoint a designee or engage contractor(s) to perform work necessary for Scope of Work completion, but County remains responsible to the TA for the completion of the Scope of Work.

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

1.3 Contract Award and Change Orders. County must comply with state and local agency requirements for the award of any contract(s) for the performance of the Scope of Work and any change orders. As the Scope of Work proceeds, County must advise the TA of any contracts awarded and change orders as part of the regular progress reporting requirements (Section 1.4). Notice of any contracts and change orders provided to the TA will not constitute approval by the TA of the contracts and change orders nor obligate the TA to provide funds in excess of its maximum contribution stated in Section 2.1 of this Agreement.

1.4 Progress Reports. County will prepare and submit to the TA quarterly progress reports during the entire term of the Scope of Work and covering all Scope of Work activities for work completed during the previous month using the template in Exhibit B. The reports must describe:

- a) The current status of, and any changes in, scope, schedule, budget, and funding plans of the Scope of Work and the Project;
- b) Any risk factors;
- c) The work performed during the previous quarter and projected for the next three months;
- d) Scope of Work Costs (as defined in Section 2.1, below) projected to be expended during the next three months; and
- e) Any other relevant information requested by the TA.

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

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

1.6 Access to Records and Record Retention. At all reasonable times, Co-Sponsors will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Scope of Work by a Co-Sponsor or any contractor or consultant of Co-Sponsors. Co-Sponsors will also make available to the TA upon request any professional service agreements, change

orders and any other agreements that are related to the Scope of Work. Co-Sponsors will provide copies of any documents described in this Section to the TA upon request. Co-Sponsors will retain all records pertaining to the Scope of Work for at least three years after completion of the Project.

1.7 Audits.

- a) The TA, or its authorized agents, may, at any reasonable time during business hours and with reasonable advance notice, conduct an audit of Co-Sponsors' performance under this Agreement. Co-Sponsors will permit the TA, or its authorized agents, to examine, inspect, make excerpts from, transcribe or photocopy books, documents, papers and other records of Co-Sponsor which the TA reasonably determines to be relevant to this Agreement.
- b) Co-Sponsors will transmit to the TA the Independent Auditor's Report prepared for Co-Sponsor's Comprehensive Annual Financial Report within thirty (30) days of receipt by Co-Sponsor and highlight the section that pertains to the Measure W Funds.

SECTION 2: Funding and Payment

2.1 Funding Commitment. The TA allocates to each Co-Sponsor up to \$100,000 (\$200,000 in aggregate) for reimbursement of expenditures related to the Scope of Work (Scope of Work Costs) as provided in this Section 2. Each Co-Sponsor will contribute, or provide for the contribution of \$10,000 in matching funds on a 10% pro rata basis for each expenditure, as well as the entire amount in excess of the total \$220,000 needed to complete the Scope of Work. The TA's funding commitment under this Agreement in no way establishes a right for Co-Sponsors to receive additional funding from the TA. All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated.

County will assess and confirm its ability to complete the Scope of Work within budget as part of the monthly reporting requirements established in Section 1.4, above. County must further notify the TA between reporting cycles if County determines that the budget will not be sufficient to complete the Scope of Work. The TA reserves the right to suspend its funding obligation as set forth in Section 3.4 of this Agreement upon such notice, and until County develops a credible funding plan acceptable to the TA to fund and complete the Scope of Work.

2.2 Use of Funds.

- a) Measure W Funds shall be used only for direct eligible costs to complete the Scope of Work. The Co-Sponsors are responsible for demonstrating to the TA that the expenses incurred were necessary to deliver the Scope of Work.
- b) The following costs are not eligible for reimbursement:
 - i. Co-Sponsors' costs which are unrelated to the Scope of Work;
 - ii. Costs for entering into this Agreement;

- iii. Maintenance, rehabilitation, routine operations of the Project or other facilities or programs; and
 - iv. Development of proposals, applications or agreements for Measure A, Measure W, or other funding programs.
- c) Co-Sponsors agree that they shall use funds provided pursuant to this Agreement to supplement existing revenue. Co-Sponsors will not use Measure W Fund to replace other local taxes or revenues already programmed and available for use for the same purpose. Co-Sponsors will use funds provided pursuant to this Agreement only for the Scope of Work.

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

2.3 Reimbursement Basis. Co-Sponsors may seek pro rata reimbursement for Scope of Work Costs incurred on or after the Execution Date. Scope of Work Costs must be incurred and paid by Co-Sponsors prior to requesting pro rata reimbursement from the TA. Sufficient documentation must accompany all requests for pro rata reimbursement, including the submittal of all due monthly progress reports.

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

2.5 Invoices; Payments.

- a) Co-Sponsors must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of vendor invoices, timesheets, backup documentation, checks, and payment advice, and must include an accounting of the TA's share of costs for the Scope of Work as contemplated by this Agreement.
- b) Co-Sponsors must detail the tasks performed, associated costs, and pro rata share of Scope of Work Costs to be borne by the TA with each reimbursement request.

- c) The TA will endeavor to disburse reimbursements for approved Scope of Work Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in Section 2.1. The TA's obligation to reimburse Scope of Work Costs to Co-Sponsor as provided in this section is conditioned upon the TA's prompt receipt of monthly progress reports from County pursuant to Section 1.4 above.
- d) Invoices may be submitted, no more frequently than once a quarter, by mail to:

Accounts Payable
San Mateo County Transportation Authority
1250 San Carlos Avenue
San Carlos, CA 94070

Or by e-mail to: accountspayable@samtrans.com and williamsj@samtrans.com

SECTION 3: Term

3.1 Term. The term of this Agreement will commence on Execution Date and conclude upon the earliest of: (a) the TA's final reimbursement to Co-Sponsors for work performed hereunder, (b) termination by a Co-Sponsor or the TA pursuant to this Section 3, or (c) two (2) years and six (6) months after the Execution Date of this Agreement.

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

3.3 Termination by the TA. The TA may terminate this Agreement, with or without cause, by giving ten (10) days' written notice of such termination. If the TA terminates the Agreement for a Co-Sponsor's default, Co-Sponsors will reimburse the TA for all funds paid to Co-Sponsors in connection with the Scope of Work, and for all costs incurred by the TA in connection with the Scope of Work as well as all reasonable costs and expenses incurred to effect such termination, within ninety (90) days of the TA's submission to Co-Sponsors of a detailed statement of such payments and costs. If the TA terminates the Agreement for convenience, the TA is obligated to pay to Co-Sponsors all costs and expenses incurred by Co-Sponsors up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

3.4 Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to the Scope of Work as established in Section 2.1 above or the

conclusion of the Term as defined in Section 3.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice, if County identifies a risk of not being able to complete the Scope of Work within budget. If County cannot provide a credible funding plan acceptable to the TA to fund and complete Scope of Work, the Co-Sponsors will be in default and the TA may terminate this agreement. If County identifies a risk of not being able to complete the Scope of Work within budget, failure to report such risk to the TA constitutes default and is cause for termination under Section 3.3.

3.5 Time of Performance. The Scope of Work must be completed no later than two (2) years after the Execution Date of the Agreement.

3.6 Time Extension. If the Scope of Work cannot be completed within the Time of Performance as defined in Section 3.5, Co-Sponsors must submit a request in writing to the TA no later than six (6) months before the Time of Performance for an extension for the Time of Performance. The TA will review the request, and grant the extension if it is justified in TA's sole and complete discretion. Costs incurred for the Scope of Work after the Time of Performance are at risk of denial for reimbursement by the TA. The unreimbursed portion of the Measure W allocation will be retained by the TA for the ACR/TDM Program.

SECTION 4: Indemnification and Insurance

4.1 Indemnity by Co-Sponsors.

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

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

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

4.2 Insurance. For the purposes of this Insurance section, "Entity" is defined as any entity designing, approving designs and/or performing the Scope of Work funded by this

Agreement. Entities may include Co-Sponsors, a contractor of Co-Sponsors, another body on behalf of which Co-Sponsors submitted their funding application, and/or a contractor of such other body.

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

- a) Minimum Types and Scope of Insurance. Each Entity is required to procure and maintain at its sole cost and expense insurance subject to the requirements set forth below. Such insurance will remain in full force and effect throughout performance of the Scope of Work. All policies will be issued by insurers acceptable to the TA (generally with a Best's Rating of A-10 or better). Each Entity is also required to assess the risks associated with work to be performed by Agents and to require that Agents maintain adequate insurance coverages with appropriate limits and endorsements to cover such risks. To the extent that its Agent does not procure and maintain such insurance coverage, an Entity is responsible for and assumes any and all costs and expenses that may be incurred in securing said coverage or in fulfilling Entity's indemnity obligations as to itself or any of its Agents in the absence of coverage. Entities may self-insure against the risks associated with the Scope of Work, but in such case, waive subrogation in favor of the TA respecting any and all claims that may arise.
 - i. Workers' Compensation and Employer's Liability Insurance. Worker's Compensation coverage must meet statutory limits and Employer's Liability Insurance must have minimum limits of \$1 (one) million. Insurance must include a Waiver of Subrogation in favor of the TA.
 - ii. Commercial General Liability Insurance. The limit for Commercial General Liability Insurance in each contract and subcontract cannot be less than \$1 (one) million. Commercial General Liability Insurance must be primary to any other insurance, name the TA as an Additional Insured, include a Separation of Interests endorsement and include a Waiver of Subrogation in favor of the TA.
 - iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$1 (one) million. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
 - iv. Property Insurance. Property Insurance must cover an Entity's and/or Agent's own equipment as well as any materials to be installed. Property Insurance must include a Waiver of Subrogation in favor of the TA.

- v. Professional Liability Insurance. If deemed appropriate by Co-Sponsor or an Entity in consideration of the work required for the Project, insurance should cover each Entity's and any Agent's professional work on the Project. The limit for Professional Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million.
 - vi. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If deemed appropriate by Co-Sponsor or an Entity in consideration of the work required for the Project, insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.
 - vii. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate.
- b) Excess or Umbrella Coverage. Co-Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
 - c) Deductibles and Retentions. Co-Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

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

- d) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:

- i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
- ii. Entity will make every effort to maintain similar insurance for at least three (3) years following Project completion, including the requirement of adding all additional insureds.
- iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
- iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.

e) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support Section 4.1, Indemnity by Co-Sponsors, of this Agreement does not excuse Co-Sponsors from meeting all obligations of Section 4.1 and the remainder of this Agreement, generally.

Prior to beginning work under this Agreement, Co-Sponsors must obtain, and produce upon request of the TA, satisfactory evidence of compliance with the insurance requirements of this section.

SECTION 5: Miscellaneous

5.1 Notices. All notices required or permitted to be given under this Agreement, excluding progress reports, the final report, and invoices, must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices are deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority
 1250 San Carlos Avenue
 P.O. Box 3006
 San Carlos, CA 94070-1306
 Attn: Dora Seamans
 District/TA Secretary

To City of Half Moon Bay: City of Half Moon Bay
 501 Main Street
 Half Moon Bay, CA 94019
 Attn: City Manager

To County of San Mateo: County of San Mateo
 455 County Center, 2nd Floor
 Redwood City, CA 94063
 Attn: Community Development Director

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

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

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

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

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

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

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

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

5.10 Non-discrimination. Co-Sponsors and any contractors performing services on behalf of Co-Sponsors will not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

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

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

5.13 Counterparts. This Agreement may be executed in counterparts.

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

5.15 Attribution to the TA. Co-Sponsors must include attribution that indicates work was funded with Measure W Funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure W Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.

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

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names as of the Execution Date.

CITY OF HALF MOON BAY

E-SIGNED by Matthew Chidester
on 2023-02-15 19:25:17 GMT
By: _____
Name: Matthew Chidester
Its: City Manager

Approved as to Form:
E-SIGNED by Catherine Engberg
on 2023-02-09 23:31:14 GMT

Legal Counsel for the City of Half Moon Bay

COUNTY OF SAN MATEO

E-SIGNED by Steve Monowitz
on 2023-02-21 19:25:31 GMT
By: _____
Name: Steve Monowitz
Its: Community Development Director

Approved as to Form:
E-SIGNED by Melissa Andrikopoulos
on 2023-02-15 21:14:08 GMT

Legal Counsel for the County of San Mateo

**SAN MATEO COUNTY TRANSPORTATION
AUTHORITY**

E-SIGNED by April Chan
on 2023-02-23 21:18:04 GMT
By: _____
Name: April Chan
Its: Executive Director

Approved as to Form:
E-SIGNED by Shayna VanHofen
on 2023-02-23 16:17:25 GMT

Legal Counsel for the TA

- Exhibit A: Scope of Work Information**
- Exhibit B: Progress Reporting Template**
- Exhibit C: Reimbursement Claim Form**

EXHIBIT A: SCOPE OF WORK INFORMATION

EXHIBIT A: SCOPE OF WORK INFORMATION

Midcoastside Transportation Demand Management Plan

Sponsoring Agency: *County of San Mateo*

Lead/Implementing Agency: *County of San Mateo*

Contact: *Chanda Singh, Senior Transportation Planner*
628-222-3085, csingh@smcgov.org,
Or
Bharat Singh, Planning Services Manager
628-204-1378, bsingh@smcgov.org
455 County Center, 2nd Floor, Redwood City, CA 94063

Sponsoring Agency: *City of Half Moon Bay*

Contact: *Maz Bozorginia, City Engineer*
650-726-8251, MBozorginia@hmbcity.com
501 Main Street, HMB, 94019

Project Description and Scope of Work:

The County of San Mateo (County) and City of Half Moon Bay (City) are committed to making it easier to travel to and on the midcoast by transit, active transportation, and shared modes. This Project will result in the development of a collaborative City-County Midcoastside Transportation Demand Management (TDM) Plan (Plan). The Project will engage the public and relevant agencies/organizations; examine best practices for similar land use and geographic contexts; and use analysis to understand demand and the current policy context. The resulting recommendations will identify policy solutions, including guidance about how to apply the C/CAG TDM Policy to the midcoast context, and parking management strategies; programs and marketing strategies; supportive transit/micromobility/first-last mile services; and institutional and evaluation strategies. The resulting Plan will be approved by both the County and the City. The Plan would include areas of the unincorporated San Mateo County Midcoast on the east and west sides of Highway 1, including the communities of Montara, Moss Beach, Princeton, Pillar Point Harbor, El Granada, and Miramar, and the City of Half Moon Bay.

County Responsibilities:

1. The County will perform and complete the Scope of Work, through its own forces and the use of one or more third-party consultants or contractors.
2. The County will make available to the Project up to \$10,000 for the Scope of Work.
3. For purposes of delivering the Scope of Work, the County agrees to:

- a. Manage the Scope of Work, including developing and carrying out the Scope of Work on schedule and within budget, with the understanding that the schedule and budget may be amended from time to time;
 - b. Provide oversight for performance of the Scope of Work;
 - c. Lead coordination with the TA as necessary for the Scope of Work;
 - d. Obtain the necessary approvals required for the Scope of Work, if any;
 - e. Procure and administer the consultant/contractor services to complete the Scope of Work;
 - f. Organize and facilitate regular meetings of a project team comprised of representatives from the County, the City, and involved local and regional entities to provide input and guidance on the Scope of Work;
 - g. Keep the City and TA apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
 - h. Consult with the City and TA where necessary/appropriate.
4. For purposes of delivering the Scope of Work with the City, the County agrees to:
- a. Work collaboratively with the City to develop a unified approach to public engagement across jurisdictions;
 - b. Lead outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment, in the unincorporated San Mateo County Midcoast;
 - c. Gauge political and public support for the Project in the unincorporated San Mateo County Midcoast communities of Montara, Moss Beach, Princeton, El Granada, and Miramar;
 - d. Provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project;
 - e. Identify a lead point of day-to-day contact to support implementation of the Scope of Work;
 - f. Actively participate in all elements related to the Scope of Work, including providing relevant information and data, participating in the project team meetings, engaging key stakeholders, and providing timely feedback on deliverables; and

- g. Approve or endorse, in writing, the final deliverables or work products produced for the Scope of Work.
5. The County will execute necessary agreements with third party consultants for services associated with the Scope of Work. The County shall take steps to help ensure that, where contractors or subcontractors are required to indemnify the County and maintain insurance and to name the County as an additional insured, the City is also indemnified and named as an additional insured on all such insurance policies.
6. The County will prepare and provide to the TA status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
7. The County will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this Agreement. The County will track the expenditure of funds allocated for Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.
8. The County will prepare and submit invoices for reimbursement for Project costs to the TA and the City on a quarterly basis.

City Responsibilities:

1. The City will make available to the Project up to \$10,000 for the Scope of Work.
2. The City will work collaboratively with the County to develop a unified approach to public engagement across jurisdictions.
3. The City will lead outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment, in the City of Half Moon Bay.
4. The City will gauge political and public support for the Project in the City of Half Moon Bay.
5. The City will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.
6. The City will identify a lead point of day-to-day contact within the City to support implementation of the Scope of Work.
7. The City will actively participate in all elements related to the Scope of Work, including providing relevant information and data, participating in the project team meetings, engaging key stakeholders, and providing timely feedback on deliverables.

8. The City will review any professional services agreements, change orders and any other agreements that the County has entered into for the performance of Scope of Work; however, the County retains ultimate authority over contracting and related decisions.
9. The City will review the work products and deliverables produced by the County and/or its contractors/consultants for the Scope of Work, including reports, plans, schedules and other materials; however, the County retains authority to accept or reject contractor/consultant work.
10. The City will provide input to support progress reports prepared and provided by the County, and review draft progress reports.
11. The City may, at its discretion, review and audit invoices and other documentation of the expenditure of funds allocated for the Scope of Work, however the County and the TA retain ultimate authority for expenditure of funds on the Project.
12. The City will pay project-related invoices from the County in a timely manner, and within 60 calendar days from the receipt of an invoice.

Project Schedule:

	<u>Begin</u>	<u>End</u>
Program or Planning	01/23	12/24
PE/Environmental	n/a	n/a
PS&E	n/a	n/a
Right-of-Way	n/a	n/a
Construction	n/a	n/a

Project Budget/ Source of Funding:

Include funding plan for project defined above, including use of TA staff support if applicable

Phase	Measure A/W Funding Amount	Other Sources*		Total**
		List Fund Source	Amount	
Planning	\$200,000	SMC Local	\$10,000	\$210,000
Planning		Half Moon Bay Local	\$10,000	\$10,000
TA Support, if applicable	\$0		\$0	\$0
Total:	\$200,000		\$20,000	\$220,000

* The other fund sources are provided for informational purposes.

**Total costs listed by each task/activity are best estimates and may be subject to change within the overall total amount for the awarded phase of the Project Scope of Work during the course of the Project.

Measure A/W Project Cash Flow Projection

The cash flow projection is provided for informational purposes only.

Phase/Activity (e.g. Planning, PSE, Construction)	FY23				Subtotal FY23	FY24				Subtotal FY24
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)		1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)	
Planning			\$25,000	\$25,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
					\$0					\$0
Total	\$0	\$0	\$25,000	\$25,000	\$50,000	\$25,000	\$25,000	\$25,000	\$25,000	\$100,000
Cumulative to Date	\$0	\$0	\$25,000	\$50,000		\$75,000	\$100,000	\$125,000	\$150,000	

Phase/Activity (e.g. Planning, PSE, Construction)	FY25				Subtotal FY25	FY23	FY24	FY25	Subtotal for FY23-FY25	Project Total
	1st Quarter (Jul 1-Sept 30)	2nd Quarter (Oct 1-Dec 31)	3rd Quarter (Jan 1-Mar 31)	4th Quarter (Apr 1-Jun 30)						
Planning	\$25,000	\$25,000			\$50,000	\$50,000	\$100,000	\$50,000	\$200,000	\$200,000
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
					\$0				\$0	\$0
Total	\$25,000	\$25,000	\$0	\$0	\$50,000	\$50,000	\$100,000	\$50,000	\$200,000	\$200,000
Cumulative to Date	\$175,000	\$200,000	\$200,000	\$200,000		\$50,000	\$150,000	\$200,000		

Operating Responsibility: *Not applicable*

Maintenance Responsibility: *Not applicable*

Project Implementation Responsibility: *County of San Mateo*

Project Oversight Responsibility: *County of San Mateo*

Final Effectiveness Reporting Requirement: *[Effectiveness/success metric proposed in ACR/TDM Application to be reported with final invoice – i.e. VMT reduction, Ridership, Number of Participants, Plan completion, Project constructed, etc.]*

Metrics to evaluate the successful completion of the Plan during the proposed Project schedule, include:

- (1) developing and publishing the draft Midcoastside TDM Plan,*
- (2) developing and publishing the final Midcoastside TDM Plan, and*
- (3) Plan adoption by the City and County.*

Metrics to measure the proposed Project's community reach during the planning process include

- (1) number of organizations or agencies engaged, and*
- (2) number of stakeholders engaged (not unique).*

Metrics to measure the Plan's potential impact on equity priority communities and stakeholders include (1) the percentage of programs intended to address vulnerable populations, including low-income stakeholders.

Metrics to measure the Plans' potential VMT and GHG reduction include (1) estimates of potential VMT impacts and/or expected trip reductions for each proposed strategy based on research.

EXHIBIT B: PROGRESS REPORTING TEMPLATE

SMCTA QUARTERLY REPORT
For Quarter of: *[Month – Month Year]*

SMCTA Project # 00XXX – *[Project Title]*

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

1) Scope:

[Describe project here, specify project limits, phases of project and Measure W funded component]

Project Status Summary: *[Provide Status]*

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

2) Schedule: Major Milestones:	Original Baseline		Current Baseline		Current Forecast	
	Start	Finish	Start	Finish	Start	Finish
<i>[Activity]</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>
<i>[Activity]</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>
<i>[Activity]</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>
<i>[Activity]</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>	<i>MM/DD/YY</i>

Progress This Quarter:

[Describe progress and activities]

Measure W Funds Expended This Quarter: \$

Future Activities, Next Quarter:

[Describe planned future activities]

Projected Measure W Funds Expenditure Next Quarter: \$

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

3) Project Budget:

	A	B	C	D	E	F
Phase/Activity	Original Budget (per Funding Agreement)	Current Cost Estimate/Budget	Total Change from Approved/Funding Agmt (B-A)	Total Expended to date	% of Current Budget expended (D/B)	% of Work Completed
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	
<i>Total Scope of Work</i>	\$0	\$0	\$0	\$0	#DIV/0!	

4) Measure W Budget:

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

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

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

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

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

Submit Progress Reports to Jennifer Williams at: williamsj@samtrans.com

