



SAN RAFAEL CITY COUNCIL AGENDA REPORT

Department: Public Works

Prepared by: Bill Guerin,
Public Works Director

City Manager Approval: _____

A handwritten signature in black ink, appearing to be the initials 'AS', written over a horizontal line.

TOPIC: CONSULTANT SERVICES FOR CANAL COMMUNITY-BASED TRANSPORTATION PLAN

SUBJECT: RESOLUTION APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FEHR & PEERS FOR THE PREPARATION OF THE CANAL COMMUNITY-BASED TRANSPORTATION PLAN (CBTP) IN AN AMOUNT NOT TO EXCEED \$79,750 AND A FUNDING AGREEMENT WITH TRANSPORTATION AUTHORITY OF MARIN ("TAM") IN AN AMOUNT NOT TO EXCEED \$66,230

RECOMMENDATION:

Staff recommends that the City Council adopt the attached Resolution, authorizing the City Manager to sign a Professional Service Agreement with Fehr & Peers to serve as the consultant for the Canal Community-Based Transportation Plan and to sign a Funding Agreement with the Transportation Authority of Marin ("TAM").

BACKGROUND:

A Community-Based Transportation Plan (CBTP) brings local residents, community organizations, and transportation options together to improve mobility options for low-income communities. These community-led plans identify the most important transportation challenges in low-income neighborhoods and develop strategies to overcome them. The City last completed a Community-Based Transportation Plan (CBTP) for the [Canal neighborhood in 2006](#). Since then, the City has been successful in receiving additional grant funding for infrastructure improvement projects by leveraging the CBTP. Some projects include: Medway Road redesign, bus stop improvements, curb extensions, and uncontrolled crosswalk improvements. The City continues to seek grant funding for projects such as the swing bridge to Third Street and Bellam Boulevard multi-modal improvements.

The Metropolitan Transportation Authority leads the effort on CBTP's and TAM is the local funding authority administering the funds for CBTP's in Marin County. It should be noted that this study is focused and local transportation challenges and is unrelated to the larger Highway 101/580 regional direct connector project that TAM is leading.

FOR CITY CLERK ONLY

File No.:

Council Meeting:

Disposition:

ANALYSIS:

Fehr and Peers is a recognized transportation consulting firm that the City has used on several previous studies. They bring knowledge of similar CBTP's and staff required to conduct the extensive outreach required to complete the plan. Fehr & Peers successfully completed a similar plan with a similar budget in Novato and they also provided their expertise in support of San Rafael's General Plan and Downtown Precise Plan that was recently approved by City Council.

FISCAL IMPACT:

TAM is providing the bulk of the funds necessary to complete the plan. They will provide \$66,230. The balance of funds needed will come from the Department of Public Works Traffic Engineering budget.

OPTIONS:

The City Council has the following options to consider regarding this matter:

1. Accept the Proposal for Services and adopt the resolution authorizing the City Manager to execute a Professional Services Agreement with Fehr & Peers to complete the CBTP and to execute a Funding Agreement with TAM (*staff recommendation*); or
2. Reject the Proposal for service and direct staff to solicit additional proposals for the CBTP; or
3. Continue the matter and request additional information.

RECOMMENDED ACTION:

Staff recommends that the City Council adopt the attached Resolution authorizing the City Manager to sign a Professional Services Agreement with Fehr & Peers to serve as the consultant for the CBTP and to sign a Funding Agreement with TAM.

ATTACHMENTS:

1. Resolution
2. Draft Professional Services Agreement, with Attachment A to Agreement- Fehr & Peers proposal for work on the Canal CBTP
3. TAM Funding Agreement

RESOLUTION NO.

RESOLUTION OF THE SAN RAFAEL CITY COUNCIL APPROVING AND AUTHORIZING THE CITY MANAGER TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES WITH FEHR & PEERS FOR THE PREPARATION OF THE CANAL COMMUNITY-BASED TRANSPORTATION PLAN (CBTP) IN AN AMOUNT NOT TO EXCEED \$79,750 AND A FUNDING AGREEMENT WITH TRANSPORTATION AUTHORITY OF MARIN (“TAM”) IN AN AMOUNT NOT TO EXCEED \$66,230

WHEREAS, the City of San Rafael is looking to update the Canal Community-Based Transportation Plan (CBTP) in order to be eligible for more transportation-related grant funding in the Canal area; and

WHEREAS, Fehr & Peers has experience developing CBTPs for other nearby jurisdictions and recently served on the team updating the General Plan 2040 and Downtown Precise Plan; and

WHEREAS, at the City’s request, Fehr & Peers has submitted a scope of work and proposal to complete the CBTP, including a list of anticipated activities/tasks and deliverables and the hourly rate for performance of these services; and

WHEREAS, the costs associated with Fehr & Peers professional services are partially paid for by the Transportation Authority of Marin (“TAM”) and the required matching funds are already budgeted within the Department of Public Works (Traffic Engineering Fund);

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of San Rafael does hereby approve and authorize the City Manager to execute, on behalf of the City of San Rafael, an Agreement for Professional Planning Services with Fehr & Peers and an Agreement for Funding with TAM in the forms included in the Staff Report for this resolution, subject to final approval as to form by the City Attorney.

I, Lindsay Lara, Clerk of the City of San Rafael, hereby certify that the foregoing resolution was duly and regularly introduced and adopted at a regular meeting of the City Council of said City held on Monday, the 18th day of October 2021, by the following vote, to wit:

AYES: COUNCILMEMBERS:

NOES: COUNCILMEMBERS:

ABSENT: COUNCILMEMBERS:

Lindsay Lara, City Clerk



July 19, 2021

Rafat Raie
City of San Rafael
111 Morphew Street
San Rafael, CA 94901

Subject: Proposal to Update Canal Neighborhood CBTP

Dear Rafat:

Fehr & Peers appreciates the opportunity to submit this proposal to prepare an update to the Canal Neighborhood Community-Based Transportation Plan (CBTP) completed in 2006. This proposal builds on direction provided by City Public Works and Community Development staff on our recent June 28 call as well as scopes for prior CBTP studies completed for TAM in 2015.

WORK PLAN

Attachment A provides a detailed work plan that describes key work tasks and deliverables including an engagement plan, an existing conditions summary, meeting agenda packets and notes, a summary of outreach activities, and the Draft and Final version of the updated CBTP. The scope also includes six committee meetings (three TAC meetings and three Stakeholder Committee meetings) and attendance at one City Council Meeting.

FEE AND SCHEDULE

Fehr & Peers would complete Tasks 1 through 7 for a budget of \$79,750. The budget includes a \$10,000 stipend for a community-based organization to support the CBTP engagement process. Invoices will be submitted monthly on a time-and-materials basis. We will prepare a detailed schedule with City staff that meets the grant deadline for completing a Final CBTP by May 2022, assuming receipt of notice to proceed by September 1, 2021. We appreciate the opportunity to submit this proposal. Please do not hesitate to call me at (415) 426-2520 if you have any questions.

Sincerely,

FEHR & PEERS

A handwritten signature in blue ink that reads "Bob Grandy".

Bob Grandy, TE
Principal

P21-2200-SF

ATTACHMENT A

WORK PLAN

Fehr & Peers' Scope of Services outlines our approach and project deliverables. The scope builds on previous planning and engagement efforts completed in the Canal District as part of the recent San Rafael General Plan 2040 Update effort and documented in the March 20, 2020 document titled *History, Safety, Parking, and Quality of life for Latinos in San Rafael: Community Engagement and Urban Planning for the Next 20 Years* prepared by Ricardo Huerta Nino and Communities in Collaboration, LLC (in partnership with Voces del Canal Leadership Team and Canal Alliance). Just under half the scope and budget is devoted to gathering additional input and direction from the Canal community including the project Stakeholder Committee. A smaller portion (about 15 percent) of the scope and budget is dedicated to original analysis of transportation strategies identified by the community or by our consultant team to address transportation needs and barriers. We will use the analysis budget to focus on topics and answer questions highlighted by the community in the first half of the project.

TASK 1: PROJECT INITIATION

Project Goals, Objectives, and Detailed Schedule

Fehr & Peers will work with City staff to review and finalize project goals, objectives, and schedule and discuss public outreach activities. We assume one round of revisions may be made to the work plan and a draft schedule.

Project Review Committees

The task of recruiting committee members (Technical Advisory Committee, Community Stakeholder Committee) will be the responsibility of the City of San Rafael staff. Fehr & Peers will collaborate with City of San Rafael staff in the development of a candidate list of committee members for consideration.

Technical Advisory Committee: Comprised of city staff and agency partners that may include staff from Marin Transit, Golden Gate Transit, TAM, and Marin County Health & Human Services (Employment and Training Branch).

Stakeholder Committee: Comprised of Canal community leaders and supporting organizations that may include representatives from Canal Alliance, Voces del Canal, Bahia Vista and Laurel Dell Elementary Schools, Davidson Middle School, San Rafael High School, Conservation Corps North Bay, Mission Evangelica Peniel, Pickleweed Library, Marin Community Clinics (access to new planned clinics outside Canal neighborhood), Community Action Marin, and Multicultural Center of Marin.

Deliverable #1A Draft Goals, Objectives, and Schedule

Deliverable #1B Final Goals, Objectives, and Schedule + Committee Listserves

TASK 2: EXISTING CONDITIONS SUMMARY

A first step for this task will be a benchmarking evaluation of the 2006 Canal Neighborhood CBTP recommendations, and other study recommendations relevant to the Canal Neighborhood, to identify what has and has not been accomplished on previous plan wish lists.

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The Draft Existing Conditions Summary will contain four sections: Community Profile, Transportation Context, a summary of Community Engagement input obtained from Canal Neighborhood stakeholders as part of the recent General Plan Update, and Relevant Studies/Reports/Plans. The summary will build on available demographic and traffic data as collection of new data is not included in the work plan. The summary will be presented to the TAC for review and comment prior to transmittal to the Stakeholder Committee in **Task 3**. At this meeting, the TAC will discuss the existing conditions summary and provide recommendations for subsequent elements of the studies.

Deliverable #2A	Draft Existing Conditions Summary for the Canal Neighborhood
Deliverable #2B	Preparation and facilitation of <i>TAC Meeting #1</i> , summary notes
Deliverable #2C	Final Existing Conditions Summary (PPT Deliverable)

TASK 3: INITIATE COLLABORATIVE PLANNING AND OUTREACH PROCESS

Fehr & Peers has experience engaging low-income and primarily Spanish-speaking communities. Using lessons learned from these past experiences, there are three principles of engagement that we would follow in the Canal Neighborhood:

Make it easy. Create project information materials and event notifications in Spanish and English that are easy to understand and access.

Make it relevant. Send a clear message as to why the project matters and how public input will help shape the community's future.

Go to where the people are. Use grassroots organization techniques to generate enthusiasm about the project and gather feedback in a setting frequented by neighborhood residents.

The success of a community engagement program lies within the proper identification of the target audiences, communication channels, and venues. Fehr & Peers will work with City staff to invite and include Canal Alliance representatives on the team, to be funded through a \$10,000 stipend, to help make these identifications for inclusion in the draft Canal Neighborhood Community Outreach Plan. Preliminary ideas are included in **Task 4**, below. The Consultant Team will present the draft outreach plan to the Stakeholder Committee for review and refinement.

Deliverable #3A	PowerPoint presentations on the planning process, scope of work, schedule, and proposed outreach plan
Deliverable #3B	Preparation and facilitation of <i>Stakeholder Committee Meeting #1</i> , summary notes
Deliverable #3C	Final Canal Neighborhood Community Outreach Plan detailing specific target audiences, communication channels, venues, and engagement strategies.

TASK 4: IMPLEMENT COMMUNITY OUTREACH PLAN

Community engagement for the CBTP will build on recent input collected as part of outreach efforts for the San Rafael General Plan Update, the San Rafael Bicycle and Pedestrian Master Plan, and the March 20, 2020

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WORK PLAN

document titled *History, Safety, Parking, and Quality of life for Latinos in San Rafael: Community Engagement and Urban Planning for the Next 20 Years*. The input collected for each of these efforts was robust and provides a strong foundation from which to start CBTP outreach. The following engagement strategies are recommended to inform the CBTP. These strategies will be confirmed with Canal Alliance and the Stakeholder Committee:

- 1. Spread the Word** – with support from City staff, members of the Stakeholder Committee, team member Canal Alliance, and other interested groups, Fehr & Peers will publicize the project goals, timeline, and ways to participate. This will include social media, website notice, email distribution and postings on transit, transit stops, and in local markets.
- 2. Gather Transit Input via Surveys and Drop-In Sites** – We will develop a simple electronic and paper survey to gather input from transit riders and potential transit riders. The survey will be translated into Spanish, distributed electronically via neighborhood organizations, apartment complexes and business associations, offered as a paper survey at local gathering spots such as Pickleweed Library, and administered as an intercept survey at local bus stops. The Consultant Team will administer the intercept surveys and host up to three (3) drop-in hours at local gathering spots.
- 3. Gather General Input via Focus Groups** – The Team will work with City staff to conduct two focus groups. The conversations will aim to confirm transportation-related pain points identified in the previous Canal Neighborhood engagement efforts and add any new concerns that have manifested in the time since those plans were completed. The group will also be asked to prioritize improvement project types. These focus groups will be facilitated by Fehr & Peers and will be hosted by a local community organization. The make-up of these groups will be determined at part of **Task 3**. If desired, the Stakeholder Committee could be one of the focus groups. Focus groups may be conducted entirely in Spanish if invitees indicate that as their preference on the RSVP form.
- 4. Host Open House to Facilitate Review of Draft Plan** - Key elements of the Draft Plan and Implementation Plan described in **Task 6** will be presented to the general public for feedback in an Open House format with different stations for different components of the Plan. This event would take place at a local community center such as a school, library or park and would include food and activities for children.

Deliverable #4A Announcement content for survey and open house (social and traditional media)

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Deliverable #4B	Survey development, language to support distribution, in-person intercept and drop-in surveying, and compiled results
Deliverable #4C	Notice, agenda, questions, facilitation of focus groups and summaries (up to 2)
Deliverable #4D	Agenda, materials, and facilitation of open house
Deliverable #4E	Final report of community outreach efforts

The Consultant Team will provide one consolidated round of revisions to all outreach materials and will provide Spanish translation of all engagement materials.

TASK 5: IDENTIFY TRANSPORTATION GAPS AND POTENTIAL SOLUTIONS

In this task, Fehr & Peers will conduct a technical analysis to assess the key gaps in the transportation networks for the Canal neighborhood study area.

The first part of the task will be to organize the findings from the initial phase of community outreach into distinct gap categories. We expect the gaps to generally fall into mode-based categories, such as transit, bicycle, pedestrian, and automobile-specific categories, although some may be multi-modal in nature. Once categorized, any similar or overlapping gaps can be assessed to determine overarching themes upon which to focus recommendations. To facilitate this task, a spreadsheet will be developed to categorize information on gaps, recommendations, and with a grading system for each gap category. This will provide a simple structure that will facilitate the ranking process. Effectiveness and feasibility criteria will be developed and included in the spreadsheet, which will be the basis of the final grading. Throughout the process, the focus of the consultant team, when working with the TAC, will be on the feasibility of fixes for identified issues.

As part of this task, the following information will be identified for each recommendation:

- **Preliminary identification of order-of-magnitude costs**
 - Use recent capital and operational costs in Marin County and neighboring counties
- **Potential funding sources**
 - Many are provided in the 2006 Canal Neighborhood CBTP which will be updated/supplemented by our knowledge of new Federal legislation and local/regional grant programs
- **Potential for effective and/or efficient implementation**
 - Lessons learned from the benchmarking assessment of the Canal Neighborhood CBTP and relevant San Rafael reports (Task 3) will be applied to the new CBTP so that potential solutions are those that are demonstrably implementable, and that identified barriers are at least known and preferably mitigated through our proposals.

The draft presentation will outline a prioritized list of the gaps and associated improvements. Cost effective transit improvements will be key to addressing gaps in the Canal Neighborhood, and Fehr & Peers will draw upon technical expertise in this field with shuttles and other bus service, to determine the best possible transit solutions to bridge the gaps identified. We will collaborate with Marin Transit and Golden Gate Transit to explore the feasibility, cost, and timing of potential transit solutions. Fehr & Peers will also draw upon our wide-ranging expertise in active transportation (which includes access to the bicycle & pedestrian technical discipline group) to propose inclusive, effective, and context-sensitive active transportation solutions.

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TAC and Stakeholder Committee Meetings

At these meetings, the consultant team will present a preliminary list of prioritized recommendations. To help facilitate the ranking discussion, the consultant will prepare a preliminary scoring system, whereby each gap will have an associated rating on a three-point Likert scale relating to: cost-effectiveness, number of people impacted, effectiveness of potential solutions, and most importantly the level of community support. The consultant team will also predetermine the consistency of potential solutions with relevant planning and policy documents.

Deliverable #5A	Presentation summarizing transportation gaps and potential solutions identified during the first phase of outreach, including initial technical analysis on range of solutions and initial prioritization of potential solutions
Deliverable #5B	Preparation and facilitation of <i>TAC Meeting #2</i> , summary notes
Deliverable #5C	Preparation and facilitation of <i>Stakeholder Committee Meeting #2</i> , summary notes

TASK 6: DRAFT COMMUNITY-BASED TRANSPORTATION PLAN

Fehr & Peers will assemble the task-level technical and outreach reports into a draft action plan. As part of this task, we will work with the TAC to develop an Implementation Plan, which will include an initial prioritized program of transportation improvements matched with potential funding streams. The program will categorize projects that can be implemented in the next 6 months (quickbuild), <2 years, 2-5 years, 5-10 years, and long-range/visionary. Key elements of the Draft Plan and Implementation Plan will be presented to key stakeholders and the general public for feedback in an Open House format. Our budget assumes one round of revisions to the Draft Plan and PowerPoint based on one set of consolidated comments.

Fehr & Peers will meet with the TAC to review the feedback from the Open House and comments on the Draft CBTP. The Stakeholder Committee will then convene to review the final direction from the TAC and provide final comments on the CBTP.

Deliverable #6A	Draft Community-Based Transportation Plan and PowerPoint presentation
Deliverable #6B	Preparation, facilitation and summary from <i>TAC Meeting #3</i>
Deliverable #6C	Preparation, facilitation and summary from <i>Stakeholder Committee Meeting #3</i>

TASK 7: PREPARE AND PRESENT FINAL COMMUNITY-BASED TRANSPORTATION PLAN

In this final task, Fehr & Peers will prepare the final plan for presentation to the San Rafael City Council. We will work with members of the Stakeholder Committee and participants from the outreach process to develop presentation materials and will attend these final meetings in a support role. We assume one round of revisions to these materials based on a set of consolidated comments.

Deliverable #7A	Final Community-Based Transportation Plan and PowerPoint presentation
Deliverable #7B	Attendance and Presentation at the <i>San Rafael City Council</i> meeting

TAM AGREEMENT A-FY19-08

**FUNDING AGREEMENT
BETWEEN
TRANSPORTATION AUTHORITY OF MARIN
AND
CITY OF SAN RAFAEL**

This AGREEMENT is made this _____ day of _____, 202__, by and between the Transportation Authority of Marin, hereinafter referred to as “TAM”, a local public agency, and the City of San Rafael, hereinafter referred to as “RECIPIENT”, a local public agency.

SECTION 1. RECITALS

1. The One Bay Area Grant (OBAG) Program is the Metropolitan Transportation Commission’s (MTC’s) funding approach that attempts to integrate the region’s federal transportation program with California’s climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy.
2. In November 2015, MTC adopted guidelines for funding distribution from OBAG Cycle 2 that covers a five-year period from FY 17/18 to FY 21/22.
3. TAM’s share of OBAG 2 funds amounted to \$10,870,000.
4. MTC also set aside a minimum amount for each county for CMA planning and administrative activities, referred as “CMA Planning Funds.”
5. The MTC set aside for CMA planning and administrative activities (referred as “CMA Planning Funds”) for the five-year period is \$3,822,000, leaving \$7,048,000 for projects and programs.
6. On July 1, 2017, TAM and MTC entered into agreement to establish the terms on the CMA Planning Funds and allow projects with CMA Planning Funds to proceed.
7. On July 1, 2018, TAM and MTC entered into a supplement agreement to augment the \$3,822,000 in CMA Planning Funds with an additional \$75,000 for work associated with the Community Based Transportation Plan in San Rafael.
8. In discussions with the City of Rafael, TAM is providing \$66,230 in local funds to the City of Rafael for work on the San Rafael Community Based Transportation Plan.

SECTION 2. PURPOSE OF FUNDING AGREEMENT

This AGREEMENT is entered into by and between TAM and RECIPIENT to document the funding conditions necessary for the RECIPIENT to comply with applicable law and TAM policies. This AGREEMENT consists of additional documents stated in these sections as being attached hereto and incorporated in the AGREEMENT by reference.

SECTION 3. PROJECT DEFINITION AND SCOPE

This AGREEMENT, is made for the following purposes identified in the RECIPIENT’s Project Information Sheet (EXHIBIT A):

Community Based Transportation Plan

Additional information on project scope is included in the Project Information Sheet.

SECTION 4. GRANT

As approved by the TAM Board on March 28, 2019, TAM hereby grants to the RECIPIENT the sum of \$66,230 in local funding.

SECTION 5. COST ELIGIBILITY

All costs incurred by RECIPIENT prior to the date of execution of this AGREEMENT shall be ineligible for reimbursement by TAM. While the costs of the Project shall be eligible for reimbursement in accordance with the terms of this AGREEMENT, the timing and amount of reimbursement will be subject to TAM's discretion, based on available revenues and other anticipated project requests.

SECTION 6. BUDGET AND SCOPE

RECIPIENT shall maintain a project or program budget. RECIPIENT shall carry out the project and shall incur obligations against and make disbursements of the grant in conformity with TAM's requirements and the budget.

SECTION 7. PROJECT MANAGEMENT

RECIPIENT shall be responsible for the project and provide management of consultant and contractor activities for which RECIPIENT contracts, including responsibility for schedule, scope, and budget, consistent with TAM's resolution allocating the grant unless otherwise agreed upon in writing.

SECTION 8. PROJECT OVERSIGHT

RECIPIENT shall cooperate with TAM's project management team and shall provide any requested project information.

SECTION 9. ATTRIBUTION AND SIGNAGE

If any portion of grant funds is used for production of reports, acknowledgment of the TAM's role shall be included in the documents. If any portion of grant funds is used for construction, RECIPIENT shall, upon initiation of field work or at the earliest feasible time thereafter, install and maintain a sign at the construction site identifying TAM (e.g., TAM and RECIPIENT's logos) as a partner. For non-construction capital purchases funded by any portion of grant funds, RECIPIENT shall affix permanent signage identifying TAM as a funding source. RECIPIENT shall demonstrate compliance with attribution and signage requirements as an indispensable condition for authorization of reimbursements for project expenses.

SECTION 10. PRESS RELEASES

RECIPIENT shall notify TAM in advance of any press releases about project and program activities, particularly groundbreakings and ribbon cuttings, in connection to grant funds expended from this AGREEMENT.

SECTION 11. COMPLIANCE WITH LAW

In the performance of its obligations pursuant to this AGREEMENT, RECIPIENT shall keep itself fully informed of the federal, state and local laws, ordinances and regulations in any manner affecting the performance of this Agreement, and must at all times comply with such laws, ordinances, and regulations as they may be amended from time to time.

SECTION 12. ENVIRONMENTAL COMPLIANCE

RECIPIENT shall undertake all environmental mitigation measures that may be identified as commitments in applicable documents (such as environmental assessments, environmental impact statements and reports, and memoranda of agreement) and comply with any conditions imposed as a part of a finding of no significant impact or a record of decision; all such mitigation measures are incorporated in this AGREEMENT by reference. Recipient shall be responsible for obtaining all necessary environmental permits for performance of work.

SECTION 13. FINANCES

All costs charged to the project shall be supported by properly prepared and documented time records, invoices, or vouchers evidencing in detail the nature and propriety of the charges and the basis for the percentage charged to TAM.

SECTION 14. RECORDS

All checks, payrolls, invoices, contracts, vouchers, journal entries, work orders, or other accounting documents pertaining in whole or in part to the project shall be maintained by RECIPIENT for a period of five (5) years after the later of project closeout or termination of grant. Such project documents shall be clearly identified, readily accessible, and, to the extent feasible, kept separate and apart from all other similar documents not pertaining to the project.

SECTION 15. REIMBURSEMENTS

Payment shall be made by TAM for costs reimbursable under the terms of this AGREEMENT. Payment to RECIPIENT of the grant shall be upon written approval by TAM, upon submittal by RECIPIENT of appropriate support documentation and identification of expenses incurred.

RECIPIENT may make a request for exceptions in writing. Exceptions may be made at the sole discretion of TAM. Reimbursement requests, with appropriate documentation, may be submitted on a regular basis but no more frequently than monthly.

Each reimbursement request shall include RECIPIENT's certification that the amounts sought are only for project elements included in the Project Information Sheet, and that RECIPIENT is in compliance with TAM's requirements mentioned in this AGREEMENT.

SECTION 16. ELIGIBLE EXPENSES

RECIPIENT shall expend funds only on eligible expenses as follows: operating costs, direct staff time (salary and benefits), consultants; right of way engineering and acquisition costs (including permitting), and competitively bid construction contracts. Indirect costs (as defined by OMB Circular A-87) will not be considered an eligible expense.

TAM shall provide notice to RECIPIENT of any and all expenditures made by RECIPIENT which are not in compliance with this AGREEMENT promptly after TAM becomes aware of any such expenditure.

SECTION 17. AUDITS

TAM reserves the right at any time to conduct or require a financial or performance audit of the RECIPIENT'S compliance with this AGREEMENT. TAM will give advance notice of the requirement. RECIPIENT shall permit TAM, or any of its duly authorized representatives, to inspect all work, materials, payrolls, and other data and records with regard to the project, and to audit the books, records, and accounts of the RECIPIENT and its contractors with regard to the project.

SECTION 18. THIRD PARTY CONTRACT AUDITS

TAM reserves the right to request an audit of other third party contracts for any reason. If RECIPIENT is subject to third party financial audit requirements imposed by another funding source, copies of audits performed in fulfillment of such requirements shall be provided to the TAM.

SECTION 19. CLOSEOUT PROCEDURES AND PROJECT CLOSEOUT REPORT

Project closeout occurs either when TAM notifies RECIPIENT of the project closeout or forwards to RECIPIENT the final grant payment. RECIPIENT shall provide to TAM a copy of the final CBTP report with the final reimbursement request. RECIPIENT shall provide supporting documentation for expenditures and revenues from its accounting and financial management system. RECIPIENT shall certify that the amounts sought are only for project elements included in the Project Information Sheet.

Upon request by TAM or discovery by RECIPIENT, after the project completion date or termination by TAM, RECIPIENT shall submit a certified financial statement identifying all ineligible expenditures, which the RECIPIENT shall be required to refund, as well as third party audit reports, in the event that ineligible expenditures were reimbursed with funds from this AGREEMENT. Project closeout shall not terminate any continuing obligations imposed on the RECIPIENT by this AGREEMENT.

SECTION 20. RESCISSION OF AUTHORIZATION OF FUNDS

TAM reserves the right to rescind its authorization of unneeded grant funds prior to, or at the time of, project closeout. Funds are determined to be unneeded if they are uncommitted at time of project closeout.

SECTION 21. TERMINATION FOR CAUSE

RECIPIENT agrees that, upon ten (10) working days written notice, TAM may suspend or terminate all or part of the financial assistance provided herein for failure to correct a breach of this AGREEMENT. Any failure to make reasonable progress, inconsistency with the Project Information Sheet, unauthorized use of grant funds as specified in this AGREEMENT, or other violation of the AGREEMENT that significantly endangers substantial performance of the project shall be deemed to be a breach of this AGREEMENT and cause for termination. Upon mutual consent, RECIPIENT will repay TAM any unexpended funds originally provided under this Agreement.

SECTION 22. CORRECTION OF BREACH

With respect to any breach, which is reasonably capable of being cured, RECIPIENT shall have thirty (30) days from the date of notice of breach to initiate steps to cure. If RECIPIENT diligently pursues

cure, such RECIPIENT shall be allowed a reasonable time to cure or by a time established in writing by TAM.

SECTION 23. LIABILITY

Neither TAM nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, authority, or jurisdiction delegated to RECIPIENT under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, RECIPIENT shall fully defend, indemnify and hold TAM harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring by reason of anything done or omitted to be done by RECIPIENT under or in connection with any work, or jurisdiction delegated to RECIPIENT under this AGREEMENT.

Neither RECIPIENT nor any officer or employee thereof, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT. It is also understood and agreed that pursuant to Government Code Section 895.4, TAM shall fully defend, indemnify and hold RECIPIENT harmless from any liability imposed for injury (as defined by Government Code Section 810.8) occurring in by reason of anything done or omitted to be done by TAM under or in connection with any work, authority, or jurisdiction delegated to TAM under this AGREEMENT.

In the event of concurrent negligence of RECIPIENT and TAM, the liability for any and all claims for injuries or damages to persons and/or property shall be apportioned under the California theory of comparative negligence as presently established or as may hereafter be modified.

SECTION 24. OBLIGATIONS

In general, termination of financial assistance under this AGREEMENT will not invalidate obligations properly incurred by RECIPIENT before the termination date; to the extent those obligations cannot be canceled.

SECTION 25. INTEGRATION

This AGREEMENT represents the entire AGREEMENT of the parties with respect to the subject matter thereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

SECTION 26. AMENDMENT

Except as otherwise provided herein, this AGREEMENT may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this AGREEMENT shall be void and of no effect.

SECTION 27. INDEPENDENT AGENCY

RECIPIENT performs the terms and conditions of this AGREEMENT as an entity independent of TAM. None of RECIPIENT'S agents or employees shall be agents or employees of TAM.

SECTION 28. ASSIGNMENT

The AGREEMENT may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

SECTION 29. BINDING ON SUCCESSORS, ASSIGNEES OR TRANSFEREES

This AGREEMENT shall be binding upon the successor(s), assignee(s) or transferee(s) of TAM or RECIPIENT as may be the case. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this AGREEMENT other than as provided above.

SECTION 30. EXPENSES

Each party shall be solely responsible for and shall bear all of its own respective legal expenses in connection with any dispute arising out of this AGREEMENT and the transactions hereby contemplated. RECIPIENT may not use GRANT funds, or other TAM programmed funds, for the aforementioned purpose.

SECTION 31. SEVERABILITY

Should any part of this AGREEMENT be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decisions shall not affect the validity of the remainder of this AGREEMENT, which shall continue in full force and effect; provided that the remainder of this AGREEMENT can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

SECTION 32. EXHIBITS

The following Exhibits are hereby made part of this AGREEMENT:

EXHIBIT A: Project Information Sheet

SECTION 33. ACCEPTANCE OF GRANT

RECIPIENT does hereby declare that all written statements, representations, covenants, and materials submitted as a condition of this AGREEMENT are true and correct and does hereby accept TAM's grant and agrees to all of the terms and conditions of this AGREEMENT. The parties have executed this AGREEMENT as of the date first written above.

City of San Rafael:

Transportation Authority of Marin (TAM):

By: _____

By: _____

Anne Richman, Executive Director

Print Name

Print Title

Approved as to form (optional):

By: _____
City of San Rafael, Attorney

Print Name