

Attachment A

PROJECT INFORMATION

A. Project Number: 08MAR01 B. Project Sponsor: Marin County

C. Project Title: Bike Parking (Racks & Lockers Various Locations in Marin)

D. TFCA Funds Requested: \$410,000 G. Total Project Cost: \$410,000

Racks, installation, and overhead: $1440 \times \$250 = \$360,000$

Lockers and installation, and overhead: $50 \times \$1,000 = \$50,000$

Total: $\$410,000$

F. Project Description: TFCA funds will be used to develop a bicycle parking program in Marin County. The Marin County bicycle program will provide bicycle racks to accommodate approximately 2880 bicycles and lockers to accommodate approximately 50 bicycles throughout Marin County. The racks and lockers will be placed at school campuses, department and grocery stores, transit stops, recreation areas, etc., to encourage mode shift to bicycle transportation. All racks and lockers will be accessible to the public. Each rack will accommodate a minimum of two bicycles.

G. Project Schedule:

Start Date (mo/yr): August 30, 2008

Final Report Due Date (mo/yr): Within three months of completion of the project, but no later than 3 months following the termination of the Agreement.

H. Final Report Content: Complete and submit Project Monitoring Form 3, Bicycle Projects.

Attachment B

FUNDING AGREEMENT
BETWEEN
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT
AND
TRANSPORTATION AUTHORITY OF MARIN
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BAY AREA AIR QUALITY
MANAGEMENT DISTRICT

This Funding Agreement (Agreement) is entered into between the Transportation Authority of Marin, hereinafter referred to as "Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District." This Agreement includes Attachment A, which specifies the projects covered by this Agreement, and Attachment B, which pertains to insurance requirements.

SECTION I

RECITALS:

- 1) The Air District is authorized under Health and Safety Code Sections 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233 and 40717 and prescribes the allocation of the funds to public agencies and private entities within the Air District's jurisdiction.
- 3) Health and Safety Code Section 44241(d) stipulates that forty (40) percent of funds generated within a county where the fee is in effect shall be allocated by the Air District to one or more public agencies designated to receive the funds to implement the Air District's Program Manager program ("Program").
- 4) The Air District has been notified, in a communication dated July 21, 1992, that the Program Manager is the duly authorized recipient of forty (40) percent of the funds collected in Marin County, and has been so designated by resolution(s) adopted by the Marin County Board of Supervisors and by the City Councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The resolution(s) specify the terms and conditions for the expenditure of funds by Program Manager.
- 5) The Air District and Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this Funding Agreement to implement specified projects to improve air quality in the San Francisco Bay Area Air Basin. This Agreement covers those projects specified in Attachment A.

SECTION II

PROGRAM MANAGER AGREES:

- 1) To apply all funds received under this Agreement to the projects included in Attachment A consistent with the mutually agreed to terms and conditions contained in this Agreement.
- 2) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all funds received under this Agreement and to withdraw funds from this separate account

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only for the reimbursement of costs to implement approved projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV.2 below.

- 3) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.
- 4) To apply all interest accrued from funds received under this Agreement toward projects approved by the Air District Board of Directors. The distribution of any such interest shall be at the discretion of the Program Manager after consultation with the Air District.
- 5) To apply any funds and associated interest unencumbered at the time of completion or termination of an approved project or projects to other projects approved by the Air District Board of Directors. The distribution of any such funds and associated interest shall be at the discretion of the Program Manager after consultation with the Air District.
- 6) To return to the Air District any funds and associated interest, or both, unexpended within two years of the date of receipt of the funds unless, pursuant to the provisions of the Health and Safety Code section 44242, either (a) the Program Manager has approved an extension of up to two years for a project sponsor to complete its project(s) or (b) the Air District and the Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.
- 7) To limit administrative costs in the handling of these funds to no more than five percent (5%) of the funds received.
- 8) To allow the Air District to audit all expenditures relating to the projects funded through this Agreement. For the duration of the projects included in Attachment A and for three (3) years following completion of the projects, Program Manager will make available to the Air District, or to an independent auditor selected by the Air District, all records relating to project performance and expenses incurred in implementing the projects.
- 9) To maintain employee time sheets documenting those hourly labor costs incurred by employees of the Program Manager, which are paid with funds received under this Agreement to fulfill the Program Manager's obligations under this Agreement, or to establish an alternative method to document Program Manager staff costs charged to this grant.
- 10) To require that any recipients of funds allocated through this Agreement shall, for the duration of projects as described in Attachment A and for three (3) years following completion of the projects, in a timely fashion make available to the Air District, or to an independent auditor selected by the Air District, all records relating to project performance and expenses incurred in implementing the project or projects for which funding was received.
- 11) To require that any recipients of funds allocated through this Agreement maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the projects described in Attachment A, which are paid with funds received under this Agreement, or to establish an alternative method to document staff costs charged to the funded project.
- 12) To distribute TFCA funds allocated to any recipient of funds only on a cost reimbursement basis and only for documented legitimate costs of the approved project.
- 13) To keep necessary records of the performance of the project or projects as specified in Attachment A in order to expedite evaluation of emissions reductions achieved from implementation of the project or projects.

- 14) To submit reports to the Air District as follows:
- a) Semi-Annual Funding Status Report: On a semi-annual basis, the Program Manager shall submit to the Air District reports that indicate a) whether any projects have been cancelled or completed under budget during the past six-month period and if so, the amount of associated unexpended funds; and b) whether any project deadlines have been extended and if so, indicate the project's revised date for completion and certify that significant progress has been made on the project for which the funds were granted, pursuant to HSC 44242(d).
 - b) Annual Reports: The Program Manager shall submit an annual report to the Air District within (4) months of the end of each fiscal year which itemizes (a) the expenditure of the funds, (b) progress to date in the implementation of each funded project or projects and (c) the results of the monitoring of the performance of the project or projects as specified in Attachment A. The Program Manager shall submit the annual reports on Air District-approved report forms annually until all projects included in Attachment A are completed.
- 15) To use the Air District's approved logo for the TFCA for any projects implemented directly by Program Manager under this Agreement and to require such use for projects implemented by recipients of funds from Program Manager, as specified below:
- a) the logo will be used on signs posted at the site of any construction;
 - b) the logo will be displayed on any vehicles operated with or obtained as part of a project;
 - c) the logo will be used on any printed material intended for public consumption associated with any project, including project related transit schedules, brochures, handbooks, maps created for public distribution, and promotional material; and,
 - d) Program Manager will demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 16) To acknowledge the Air District as a funding source in any related articles, news releases or other publicity materials for the projects funded under this Agreement that are implemented directly by the Program Manager, and to require recipients of funds for projects funded under this Agreement to do the same.
- 17) To assure that all funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the Program Manager, and to require recipients of funds for projects funded under this Agreement to expend the funds only in accordance with all applicable provisions of law.
- 18) To require that any recipient of TFCA funds for projects funded under this Agreement return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
- 19) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), to place in the public domain any software, written document, or other product developed with funds received through this Agreement, and to require recipients of funds for projects funded under this Agreement to do the same.
- 20) To require that any recipient of TFCA funds for the purchase of any vehicles must either obtain approval from the Program Manager for alternate use of the vehicles or return to the

Program Manager any funds realized from the sale of any vehicles purchased with TFCA funds if such reuse or sale occurs within the industry standards for the useful life from the date of purchase of the vehicles. The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicles. Any such funds returned to the Program Manager shall be reallocated to eligible projects approved by the Air District.

- 21) To obtain and maintain, and to require that each Project Sponsor set forth in Attachment A obtain and maintain, throughout the Term of this Agreement the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- 22) To obtain and maintain copies of all of Program Manager's written binding agreements and any amendments thereto with project sponsors to carry out the projects and programs set forth in Attachment A. Additionally, for projects sponsored by non-public entities, Program Managers shall provide to the Air District copies of all written binding agreements and amendments with project sponsors to carry out the projects and programs set forth in Attachment A within thirty (30) days from the date of execution of such agreements, but in no case later than six (6) months from the Air District's Board of Directors' approval of the Program Manager's 2008 Expenditure Plan, unless otherwise amended.
- 23) To comply with all Program Manager program and project requirements set forth in the Air District's "Board-Adopted TFCA County Program Manager Fund Policies for FY 2008/2009," which are incorporated therein as Appendix C and made a part of the "County Program Manager Fund Expenditure Program Guidelines for Fiscal Year 2008/2009," dated January 2008, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT AGREES:

- 1) To forward the funds for the projects described in Attachment A in two payments. The first payment will be forwarded within thirty (30) working days of the Air District receiving from the California Department of Motor Vehicles all the revenues that comprise the payment. The first payment will represent forty (40) percent of the revenues generated from motor vehicles registering in Marin County between January 1, 2008, and June 30, 2008, less Air District's management and audit costs. The second payment will represent forty (40) percent of the revenues generated from motor vehicles registering in Marin County between July 1, 2008, and December 31, 2008, less Air District's management and audit costs. The second payment will be forwarded within thirty (30) working days of the Air District receiving from the DMV all the revenues that comprise the payment. Payments will only be made after this Agreement has been signed by both the Program Manager and the Air District.
- 2) To provide timely notice prior to conducting an audit.
- 3) To provide the Program Manager, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.

- 4) To provide the Program Manager with all Air District-approved Program Manager reporting forms required for the Program Manager to submit pursuant to this Agreement, including the quarterly and annual reports required pursuant to Section II.14 above.
- 5) The Air District shall provide a copy of its logo to the Program Manager.

SECTION IV

IT IS MUTUALLY AGREED:

- 1) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of the fourth year from the Effective Date ("Term"), unless it is terminated or amended as provided for herein or in Paragraph 2 below.

If a Program Manager seeks to extend the Term in order to provide a project sponsor additional time to complete its project(s) beyond the two-year extension already provided by Program Manager, the Program Manager shall submit that request to the Air District no later than 60 days prior to the end of the Term.
- 2) **Termination:** Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the Transportation Authority of Marin loses its designation as Program Manager for Marin County.
- 3) **Indemnity:** Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by Program Manager of its duties under this Agreement and shall require project sponsors to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.
- 4) **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

Executive Director
Transportation Authority of Marin
P.O. Box 4186
San Rafael, CA 94913

Air Pollution Control Officer
Bay Area Air Quality Management District
939 Ellis Street
San Francisco, CA 94109

- 5) **Program Liaison:** Within fifteen (15) days from the Effective Date of this Agreement, the Program Manager shall notify the Air District of the Program Manager's Program Liaison and

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of the Liaison's address, telephone number, fax number and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the projects and programs included in Attachment A. The Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.

- 6) Additional Provisions and Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 7) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Program Manager related to the parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Agreement by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein.
- 8) Amendment: This Agreement may not be modified except in writing, signed by both parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in project scope shall constitute an amendment under this Agreement.
- 9) Independent Contractor: Neither the Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.
- 10) Assignment: Neither party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other party.
- 11) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) Severability: If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
- 13) Force Majeure: Neither the Air District nor the Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or Program Manager.

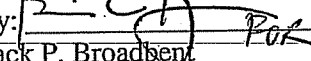
- 14) Governing Law: Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 15) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement.
- 16) Survival of Terms: Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both parties' respective successors and assigns. Such terms include, but may not be limited to, the auditing requirements set forth in Paragraph II.8.

IN WITNESS WHEREOF, Program Manager and Air District have entered into this Agreement as of the date listed below.

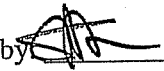
FOR PROGRAM MANAGER:

by: 
Dianne Steinhauser
Transportation Authority of Marin

FOR AIR DISTRICT:

by:  Date: 8/22/2008
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form:

by:  for
Brian C. Bunger, District Counsel
Bay Area Air Quality Management District

SUMMARY INFORMATION

Program Manager Name: Transportation Authority of Marin (TAM)Address: 750 Lindero Street, Suite 200; San Rafael, CA 94901**PART A: NEW TFCA FUNDS**

1. Estimated FY08/09 DMV revenues as reported by BAAQMD. Line 1a: \$ 356,792
Adjustment between FY07/08 estimate and actual revenue. Line 1b: \$ 4,464
Estimated FY07/08 DMV revenues: Line 1c: \$ 360,539
Actual FY07/08 DMV revenues: Line 1d: \$ 365,003
(Line 1d minus Line 1c equals Line 1b)
2. Interest income. Show interest earned on TFCA funds in calendar year 2007. Line 2: \$ 115,511
3. Total new TFCA funds. Add Lines 1a, 1b, and 2. Line 3: \$ 476,767

PART B: UNALLOCATED TFCA FUNDS

4. Total unallocated funds from previously funded projects that are available for programming to new projects. Enter zero (0) if there are no unallocated funds. Line 4: \$ 76,645
Include TFCA funds available due to project cancellation or projects completed under-budget. **Complete and attach Summary Information Addendum.**

PART C: TOTAL AVAILABLE TFCA FUNDS

5. Add Lines 3 and 4. Line 5: \$ 553,412

PART D: FY08/09 TFCA ALLOCATIONS

6. Total TFCA funds budgeted for administration. Line 6: \$ 18,062
(Note: Line 6 cannot exceed 5% of the sum of Lines 1a and 1b.) – \$361,256
7. Total TFCA funds allocated to new projects. Show the total of all TFCA funds allocated to new projects as shown on the attached project information sheets. Line 7: \$ 535,350
8. Total allocations. Add Line 6 plus Line 7. Line 8: \$ 553,412
(Note: Line 8 should not exceed the amount on Line 5.)

PART E: UNALLOCATED FUNDS

9. Total unallocated funds. Subtract Line 8 from Line 5. Enter zero (0) if all available funds are allocated to new projects. Amount is subject to a six-month allocation deadline. Line 9: \$ 0

Date _____

PROJECT INFORMATION

A. Project Number: 08MAR01 B. Project Sponsor: County of MarinC. Project Title: Bicycle Program (Racks & Lockers)D. TFCA Funds Requested: \$410,000 E. Total Project Cost: \$410,000

F. Project Description: TFCA funds will be used to develop a bicycle program in Marin County. The Marin County bicycle program will provide bicycle racks to accommodate approximately 2880 bicycles and lockers to accommodate approximately 50 bicycles throughout Marin County. The bicycles will be placed at various school campuses, department stores, transit stops, recreation areas, and other public agencies to encourage bicycle usage. All racks and lockers will be accessible to the public.

G. Project Schedule:

Start Date (mo/yr) August 30, 2008

Final Report Due Date: Within 3 months of completion of the project, but no later than 3 months following the termination of the Agreement.

H. Final Report Content: Complete and submit Project Monitoring Form 3, Bicycle Projects.

PROJECT INFORMATION

- A. Project Number: 08MAR02 B. Project Sponsor: Transportation Authority of Marin (TAM)
- C. Project Title: Vanpool Program
- D. TFCA \$ Allocated: \$75,350 E. Total Project Cost: \$100,000
- F. Project Description: The Transportation Authority of Marin will initiate a pilot Vanpool Outreach Program for Marin County employers. This program will provide vanpool subsidies or leased vans as an incentive for employers to increase vanpooling as an alternative to single occupancy vehicles. The program aims to establish eight van pools during the year.
- G. Project Schedule:
Start Date (mo/yr) December 1, 2008
Final Report Due Date: Within 3 months of completion of the project, but no later than 3 months following the termination of the Agreement.
- H. Final Report Content: Complete and submit Project Monitoring Form 1.

PROJECT INFORMATION

A. Project Number: 08MAR03 B. Project Sponsor: Transportation Authority of Marin (TAM)

C. Project Title: Emergency Ride Home Program

D. TFCA \$ Allocated: \$50,000 E. Total Project Cost: \$100,000

F. Project Description: TFCA funds will be used to initiate the Marin County Guaranteed Ride Home Program (GRH) for employees of public and private employer worksites within Marin County. The GRH Program will provide access to a free ride home in cases of an emergency for employees of public and private employers in Marin County who travel to work using an alternative commute mode. Rides home will be provided by a taxi cab or rental car.

Tasks involved in initiating the program include:

1. Develop program parameters and operating principles
2. Establish contracts with service providers
3. Develop marketing plan and program literature
4. Develop program database and forms
5. Develop monitoring and evaluation program

G. Project Schedule:

Start Date (mo/yr) December 1, 2008

Final Report Due Date: Within 3 months of completion of the project, but no later than 3 months following the termination of the Agreement.

H. Final Report Content: Complete and submit Project Monitoring Form 1.

INSURANCE REQUIREMENTS

Verification of Coverage

Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement of which this Attachment is a part, Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Project Sponsor to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

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

Acceptability of Insurers

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

