

2.12 Agreements for 2023-2024 Transportation Fund for Clean Air and Vehicle Registration Fee Grant Funding.

Recommendation:

(a) Approve the Transportation Fund for Clean Air (TFCA) retroactive grant agreement with the Santa Clara Valley Transportation Authority (VTA) in an amount not to exceed \$1,729,035 for reimbursement of work that occurs on or after July 1, 2023.

(b) Approve the Vehicle Registration Fee (VRF) retroactive grant agreement with VTA in an amount not to exceed \$394,000 for reimbursement of work that occurs on or after November 2, 2023.

(c) Adopt the following 2023-2024 Appropriation Ordinance and Funding Sources Resolution and amendments in the Building and Structure Construction Tax Fund:

(1) Increase the estimate for Revenue from Local Agencies by \$944,000;

(2) Establish the TFCA 2023-2024 Centralized Transit Signal Priority appropriation to the Transportation Department in the amount of \$325,000;

(3) Establish the TFCA 2023-2024 Grand Boulevard Centralized Transit Signal Priority appropriation to the Transportation Department in the amount of \$225,000; and

(4) Establish the VTA – VRF ITS Cycle 4 appropriation to the Transportation Department in the amount of \$394,000.

(d) Adopt the following 2023-2024 Appropriation Ordinance and Funding Sources Resolution and amendments in the Construction Excise Tax Fund:

(1) Increase the estimate for Revenue from Local Agencies by \$86,235; and

(2) Increase the Bicycle and Pedestrian Facilities (TFCA) appropriation to the Transportation Department in the amount of \$86,235.

CEQA: Categorically Exempt, File No. ER23-009, CEQA Guideline Section 15301(c) Existing Facilities. (Transportation/Finance/City Manager)



Memorandum

TO: HONORABLE MAYOR
AND CITY COUNCIL

FROM: John Ristow
Jim Shannon

SUBJECT: SEE BELOW

DATE: February 21, 2024

Approved

Date

2/22/24

SUBJECT: AGREEMENTS FOR 2023-2024 TRANSPORTATION FUND FOR CLEAN AIR AND VEHICLE REGISTRATION FEE GRANT FUNDING

RECOMMENDATION

- (a) Approve the Transportation Fund for Clean Air (TFCA) retroactive grant agreement with the Santa Clara Valley Transportation Authority (VTA) in an amount not to exceed \$1,729,035 for reimbursement of work that occurs on or after July 1, 2023.
- (b) Approve the Vehicle Registration Fee (VRF) retroactive grant agreement with VTA in an amount not to exceed \$394,000 for reimbursement of work that occurs on or after November 2, 2023.
- (c) Adopt the following 2023-2024 Appropriation Ordinance and Funding Sources Resolution amendments in the Building and Structure Construction Tax Fund:
 - (1) Increase the estimate for Revenue from Local Agencies by \$944,000; and
 - (2) Establish the TFCA 2023-2024 Centralized Transit Signal Priority appropriation to the Transportation Department in the amount of \$325,000; and
 - (3) Establish the TFCA 2023-2024 Grand Boulevard Centralized Transit Signal Priority appropriation to the Transportation Department in the amount of \$225,000; and
 - (4) Establish the VTA - VRF ITS Cycle 4 appropriation to the Transportation Department in the amount of \$394,000.
- (d) Adopt the following 2023-2024 Appropriation Ordinance and Funding Sources Resolution amendments in the Construction Excise Tax Fund:
 - (1) Increase the estimate for Revenue from Local Agencies by \$86,235; and
 - (2) Increase the Bicycle and Pedestrian Facilities (TFCA) appropriation to the Transportation Department by \$86,235.

SUMMARY AND OUTCOME

These grants, totaling \$2,123,035, provide funding to construct roadway safety improvements along Jackson Avenue, implement transit signal priority (TSP) to improve transit travel efficiency for 10 VTA frequent bus routes, enhance the existing online TSP portal to support non-TSP signalized intersections, and construct bicycle parking citywide.

BACKGROUND

Vision Zero Safety and Bikeway Expansion Goals

Vision Zero is a transportation initiative to reduce fatal and severe injuries on our roadways and it is a key component of 2023-2024 City Council's Focus Area – Increasing Community Safety. In February 2020, City Council adopted a Vision Zero Action Plan investing in strategies towards eliminating fatalities and reducing severe injuries while providing mobility on our roadways. Through comprehensive evaluation and analysis of citywide traffic collision data, the Transportation Department (DOT) identified 30 Priority Safety Corridors, where fatal and severe injuries are most clustered and have the highest need for safety investments.

TSP

DOT has worked diligently with VTA over the last two decades to improve transit service through operational strategies such as TSP to reduce delay for transit vehicles at signalized intersections. Signals equipped with proper equipment can be programmed to extend green lights, shorten red lights, and rotate signal phases to improve the likelihood of transit buses receiving a green signal upon arrival at a signalized intersection. TSP systems allow for more reliable transit travel times, which is important in maintaining and increasing transit ridership, decreasing single-occupancy vehicle trips, and ultimately reducing traffic congestion and harmful air emissions. Currently, only traffic signals along the light rail corridors, three rapid bus corridors, and three high-frequency VTA bus routes are programmed with a combination of the traditional, hardware-based TSP system as well as the newer, software-based, central TSP system.

Better Bike Plan 2025

In 2020, the City Council adopted Better Bike Plan 2025, a plan to build out a robust network of bikeways citywide to promote safety, equity, and mode shift for bicycle users in San José.

Better Bike Plan 2025 identifies bicycle parking as an important part of achieving the City's bicycle mode share goals. When San José residents access jobs, businesses, transit, and other destinations by bicycle, there is a need for bike racks and bike lockers to secure and protect the bicycles. Bike parking includes short- and long-term bike parking provided by a variety of

parking options, including bike racks and bike lockers. To date, the City has installed an expansive bike rack program of more than 3,000 bicycle parking spaces at businesses, parks, libraries, transit, and other locations. Locations are based on community input, staff analysis, proactive planning, and coordination among City departments. Public input and staff analysis show that more bike parking is still needed.

ANALYSIS

I. TFCA

DOT actively pursues grant funding opportunities for projects that support the City's transportation mode shift and/or safety goals. TFCA is a Bay Area Air Quality Management District program funded by motor vehicle registration fee surcharges collected within its jurisdiction and provides grants to local governments for projects that will reduce air pollution. Funds are administered by VTA and awarded on a competitive basis. Eligible projects include bicycle, trip reduction, and clean air vehicle projects. A major factor for project selection is cost effectiveness of emissions reduced.

In May 2023, DOT submitted four applications for funding consideration under the Bicycle and Trip Reduction categories.

On October 5, 2023, the Bay Area Air Quality Management District Board of Directors approved VTA's recommendation to award a total of \$1,729,035 in TFCA funds to the City:

1. \$17,700 for the Jackson Avenue Quick Build safety improvements project;
2. \$756,000 for the 2023-2024 Centralized TSP project;
3. \$869,100 for 2023-2024 Grand Boulevard Centralized TSP project; and
4. \$86,235 for additional bicycle and pedestrian facilities throughout the city.

DOT negotiated a grant funding agreement with VTA in December 2023 for the four TFCA projects. These projects are described below.

1. Jackson Avenue Quick Build Safety Improvements

Jackson Avenue is identified as one of the Priority Safety Corridors and is included in the San José Bike Plan 2025 as a priority corridor for establishing a bicycle facility to support a robust and safe bicycle network. Jackson Avenue is a major arterial roadway that provides an important north-south connection linking people to many major destinations including San José Regional Medical Hospital, medical clinics, parks, schools, and shopping centers. Between 2017 and 2021, there were 42 traffic collisions involving bicyclists and pedestrians, with 14 of those collisions involving a severe injury and/or fatality.

This project will provide safety improvements for bicyclists by implementing Class IV bike lanes using physical separators along with the appropriate roadway striping and signage. Upgrading the quality and comfort of using bike lanes improves safety and increases the likelihood of mode shift from vehicle to active transportation, which will improve air quality.

2. 2023-2024 Centralized TSP

This project will implement the new software-based, central TSP for three VTA frequent bus routes through 108 unique traffic signals. This project is anticipated to reduce vehicle emissions harmful to air quality by 1.9 tons and reduce greenhouse gas emissions (CO₂) by approximately 1,200 tons over the project lifespan. See the impacted routes in the below table.

Bus Route	Travel Corridor	# of Signals
57	From West Valley College, through Santa Clara, terminating at Old Ironsides Station	San José - 13 Santa Clara - none
60	From Winchester Station, through North San José, terminating at the Milpitas BART station	San José - 34 Santa Clara - 11
61	From Good Samaritan Hospital, through Japantown, terminating at Sierra Road and Piedmont Road	San José - 50 Santa Clara - none

3. 2023-2024 Grand Boulevard Centralized TSP

This project will implement the new central TSP for seven VTA frequent bus routes that mainly travel on streets designated as Grand Boulevards—major corridors intended as primary transit routes per the City’s 2040 General Plan. This project scope includes 134 unique traffic signals and is anticipated to reduce vehicle emissions harmful to air quality by 6.5 tons and reduce greenhouse gas emissions (CO₂) by approximately 4,000 tons over the project lifespan. See the impacted routes in the below table.

Bus Route	Travel Corridor	# of Signals
22/522	From the Palo Alto Transit Center, through Mountain View, Sunnyvale, and Santa Clara, terminating at Eastridge Transit Center	San José - 53 Santa Clara - 5
23	From De Anza College, through Santa Clara, terminating at Alum Rock Station	San José - 54 Santa Clara - 7
523	From Lockheed Martin Station, through Sunnyvale, Cupertino, and Santa Clara, terminating at San José State University	San José - 28 Santa Clara - 7
64B	From Almaden Expressway and Camden Avenue, through Downtown San José, terminating at McKee Road and White Road	San José - 22 Santa Clara - none

70	From the Milpitas BART station, through the Berryessa BART station, terminating at Capitol Station	San José - 48 Santa Clara - none
77	From the Milpitas BART station, through the Berryessa BART station, terminating at Eastridge Transit Center	San José – 40 Santa Clara - none

4. Bicycle and Pedestrian Facilities

The grant funds will provide for the San José Bike Lockers project that includes the installation of an additional 250 two-bike racks and two electronic card-key bike locker quad units throughout the city. Each rack has the capacity to park two bicycles and each locker will hold four bicycles, adding an additional 508 bicycle parking spaces to the City's public bicycle parking program.

DOT recently installed bike parking at various City community centers and libraries. DOT continues to respond to community requests for additional bike parking and install bike racks where feasible. Additionally, DOT successfully piloted a program to install publicly available bike racks on private property, such as retail centers facing public streets. Locations are selected based on community requests and staff suitability analysis. Staff anticipates that many of the bike racks funded by this grant will be installed on private property for use by the public.

II. VRF

Senate Bill 83, signed into law in 2009, authorized countywide transportation agencies such as VTA to implement a VRF to pay for transportation programs and projects bearing a relationship or benefit to the owners of motor vehicles paying the fee. The county's voters approved a VRF on November 2, 2010.

Fifteen percent of the VRF revenue collected is reserved for a Countywide Program Fund administered by VTA and awarded on a competitive basis to local jurisdictions, providing funds for:

1. Intelligent Transportation System Technologies (including traffic control signals, safety, and traveler information systems);
2. Countywide environmental mitigation related to pollution caused by autos and trucks; and,
3. Matching funds for federal/state/regional transportation grants applied to any roadway transportation project included in the adopted Valley Transportation Plan.

In August 2023, DOT submitted an application for funding consideration under the Intelligent Transportation System allocation. On November 2, 2023, the VTA Board of Directors approved an award totaling \$394,000.

DOT negotiated a grant funding agreement with VTA in January 2024 for the VRF Cycle 4 project. This project is described below.

VTA – VRF Intelligent Transportation Systems Cycle 4

Currently, only traffic signals programmed with central TSP along four total rapid and high frequency VTA bus routes are accessible for management on the central TSP system’s online analytics portal. This grant will fund the consultant work needed to provide transit performance data, such as red light delay, green light success, stops, and total transit travel time at 22 additional, non-central TSP equipped bus and light rail routes on the online analytics portal.

Climate Smart San José

The recommendations in this memorandum align with one or more Climate Smart San José energy, water, or mobility goals. The projects will improve walking, transit, and bicycling options. These improvements will support mode shift and reduce vehicle miles traveled and associated greenhouse gas emissions.

EVALUATION AND FOLLOW-UP

This memorandum will not require further follow-up.

COST SUMMARY/IMPLICATIONS

The grant award of \$1,729,035 for the four projects included in the TFCA grant agreement is 100% reimbursable. The grant award of \$394,000 for the project included in the VRF grant agreement is 100% reimbursable. No City matching funds are necessary for either grant. Of the \$2.1 million grant award, \$1.0 million is recommended to be spent in 2023-2024, with the remaining \$1.1 expended in 2024-2025. A summary and schedule of expenditures are shown in the table below.

Expenditures by Fiscal Year

Grant Project	FY 2023-2024	FY 2024-2025	Total
TFCA Jackson Avenue Quick Build Safety Improvements	\$0	\$17,700	\$17,700
TFCA 2023-2024 Centralized Transit Signal Priority	\$325,000	\$431,000	\$756,000
TFCA 2023-2024 Grand Boulevard Centralized Transit Signal Priority	\$225,000	\$644,100	\$869,100
TFCA San Jose Bike Parking	\$86,235	\$0	\$86,235
VTA – VRF Intelligent Transportation Systems Cycle 4	\$394,000	\$0	\$394,000
TOTAL	\$1,030,235	\$1,092,800	\$2,123,035

While the ongoing costs to operate and maintain the physical improvements are expected to be minimal, the Centralized TSP projects are leveraging grant funds for licensing costs for Intelligent Transportation Systems over a five-year period. Renewing the license for an additional five years is tentatively estimated at \$920,000. DOT will evaluate alternative funding sources, such as the Traffic Capital Program, for this future cost.

BUDGET REFERENCE

The table below identifies the funds and appropriations to fund these projects.

Fund #	Appn #	Appn Name	Current Total Appn	Budget Action	2023-2024 Adopted Capital Budget Page	Last Budget Action (Date, Ord. No.)
429	NEW	TFCA 2023-2024 Centralized Transit Signal Priority	\$0	\$325,000	N/A	N/A
429	NEW	TFCA 2023-2024 Grand Boulevard Centralized Transit Signal Priority	\$0	\$225,000	N/A	N/A
429	NEW	VTA – VRF ITS Cycle 4	\$0	\$394,000	N/A	N/A
429	R090	Revenue from Local Agencies	\$8,020,000	\$944,000	945	10/17/2023 Ord. No. 23-361
465	435N	Bicycle and Pedestrian Facilities (TFCA)	\$107,000	\$86,235	974	10/17/2023 Ord. No. 30966
465	R090	Revenue from Local Agencies	\$62,736,640	\$86,235	942	2/13/2024 Ord. No. R9999

COORDINATION

This memorandum has been coordinated with the City Attorney's Office and the Planning, Building, and Code Enforcement Department.

PUBLIC OUTREACH

This memorandum will be posted on the City's Council Agenda website for the March 5, 2024 City Council meeting.

HONORABLE MAYOR AND CITY COUNCIL

February 21, 2024

Subject: Agreements for 2023-2024 Transportation Fund for Clean Air and Vehicle Registration Fee Grant Funding

Page 8

COMMISSION RECOMMENDATION AND INPUT

No commission recommendation or input is associated with this action.

CEQA


Categorically Exempt, File No. ER23-009, CEQA Guideline Section 15301(c) Existing Facilities.

PUBLIC SUBSIDY REPORTING

This item does not include a public subsidy as defined in section 53083 or 53083.1 of the California Government Code or the City's Open Government Resolution.

/s/

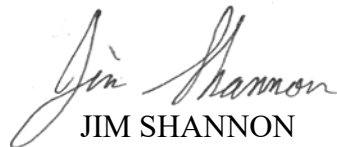
JOHN RISTOW
Director, Transportation



JIM SHANNON
Budget Director

I hereby certify that there will be available for appropriation in the designated funds and in the amounts as listed below in fiscal year 2023-2024 monies in excess of those heretofore appropriated therefrom:

Building and Structure Construction Tax Fund	\$944,000
Construction Excise Tax Fund	\$ 86,235



JIM SHANNON
Budget Director

For questions, please contact Kenneth Jung, Division Manager, DOT, at kenneth.jung@sanjoseca.gov or (408) 975-3262.

**SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
CONGESTION MANAGEMENT PROGRAM
TRANSPORTATION FUND FOR CLEAN AIR
AGREEMENT
FY 2023/24**

This agreement (“Agreement”) is entered into between the Santa Clara Valley Transportation Authority (“VTA”) and the City of San Jose (“Sponsor”) and shall be effective retroactively beginning on July 1, 2023 (“Effective Date”). Hereinafter, Sponsor and VTA may be individually referred to as a “PARTY” or collectively referred to as the “PARTIES”.

RECITALS

This Agreement is made with reference to the following facts:

- A. VTA has been designated, by resolutions of the County of Santa Clara and a majority of the cities therein, as the Program Manager for Santa Clara County’s Transportation Fund for Clean Air (“TFCA”) funds under the State of California Health and Safety Code Section 44241.
- B. Pursuant to that designation, VTA is responsible for allocating and administering the County of Santa Clara’s TFCA County Program Manager (“CPM”) Fund to eligible project sponsors in accordance with the State of California Health and Safety Code Sections 44241 and 44242 and VTA’s current agreement with the Bay Area Air Quality Management District (“Air District”).
- C. On October 5, 2023, the VTA Board approved the programming of Fiscal Year (“FY”) 2023/24 TFCA CPM funds for the Jackson Avenue Quick-Build Safety Improvements, Centralized Transit Signal Priority TFCA FYE 2024, Grand Boulevard Centralized Transit Signal Priority TFCA FYE 2024, and San Jose Bike Lockers projects. (“Project(s)”).
- D. This Agreement specifies the conditions under which VTA will allocate and administer a grant(s) from the TFCA CPM Fund to Sponsor for FY 2023/24.

Now, therefore the Parties agree as follows:

AGREEMENT

Section 1. Grant of TFCA Funds; Description of Projects

- A. Subject to appropriation and receipt of TFCA funds (as further set forth in Section 10, below), VTA hereby agrees to allocate to Sponsor a TFCA grant in an amount not to exceed \$1,729,035 (the “Grant Funds”) in consideration for Sponsor’s agreement to implement and complete the Project(s), as further set forth in the Project Summary(ies) attached hereto as **Attachment A**, in accordance with the terms and conditions set forth in this Agreement.
- B. In consideration of VTA providing Sponsor with the Grant Funds, Sponsor hereby agrees to implement and complete the Project(s) in conformance with the terms of this Agreement. In

implementing the Project(s), Sponsor shall comply with reporting requirements as described in Section 13.

Section 2. Proper Expenditure; Return of Funds

- A. Sponsor must assure that all Grant Funds received under this Agreement are expended only in accordance with all applicable provisions of federal, state, and local laws, and Sponsor shall require any other sub-recipients of Grant Funds for the Project(s) to do the same.
- B. Sponsor must comply with all TFCA program requirements, as set forth in the Air District's *County Program Manager Fund Expenditure Plan Guidance Fiscal Year Ending (FYE) 2024* and the Funding Agreement between VTA and the Air District (24-SC). These documents, including appendices and revisions, are incorporated herein and made a part hereof by this reference as if fully set forth herein and will be provided by VTA to Sponsor upon request.
- C. Since the Air District mandates that all TFCA Funds that are not expended in accordance with applicable provisions of law must be returned, Sponsor must reimburse VTA all Grant Funds that are not expended in accordance with the terms and conditions of this Agreement and/or applicable provisions of law upon notification.
- D. Sponsor must also return the Grant Funds to VTA if the Project(s) are not maintained and/or operated throughout and until the conclusion of the years of effectiveness ("Years of Effectiveness"). This is the default value stated in the Air District's *County Program Manager Fund Expenditure Plan Guidance Fiscal Year Ending 2024* for the applicable project type, unless a different value was approved by the Air District and shown to yield a project that meets the cost-effectiveness requirement specified in the TFCA Guidance document cited above. The amount of Grant Funds returned to the Program Manager must be calculated on a prorated basis based on the length of a project's Years of Effectiveness.

Section 3. Administrative project costs

Administrative project costs are costs associated with the administration of a TFCA project, and do not include capital or operating costs. Sponsor must expend no more than six and a quarter percent (6.25%) of Grant Funds received hereunder on administrative costs.

Hourly labor charges for administrative project costs must be expressed based on hours worked on the TFCA project. Administrative project costs are limited to the following activities that have documented hourly labor and overhead:

- A. Costs associated with administering the TFCA Funding Agreement (e.g., responding to requests for information from Air District and processing amendments). Costs incurred in preparation of a TFCA application or costs incurred prior to the execution of the Funding Agreement are not eligible for reimbursement;
- B. Accounting for TFCA funds;

- C. Fulfilling all monitoring, reporting, and record-keeping requirements specified in the TFCA Funding Agreement, including the preparation of reports, invoices, and final reports; and
- D. Documenting indirect administrative costs associated with administering the Project(s), including reasonable overhead costs of utilities, office supplies, reproduction, and managerial oversight.

The costs to prepare proposals and/or grant applications are not eligible.

If Sponsor requests reimbursement of administrative project costs, Sponsor must document and explain all such expenses in its invoices. Additionally, Sponsor must track these expenses to ensure that they do not exceed 6.25% of total TFCA funds received and provide auditable documentation to VTA. Upon notice, Sponsor must reimburse VTA for any administrative project costs deemed ineligible and returned by VTA to the Air District.

Section 4. Term

- A. The term of this Agreement is retroactive beginning on July 1, 2023, until either the Project(s) are completed or terminated in accordance with Section 16C, but no later than June 30, 2025, without written approval as described below.
- B. The Grant Funds must be expended within two (2) years of receipt of the first transfer of funds from the Air District to the VTA in the applicable fiscal year, unless one of the following applies:
 - a. Multi-Year Funded Project: If VTA requests multi-year funding in compliance with the Guidance; and the Air District approves the request for multi-year funding.
 - b. Extensions of Expenditure Deadline: If VTA finds that a project will take a longer period of time to implement or that significant progress has been made on a project, then VTA can approve no more than two one-year schedule extensions for a project, as memorialized in writing by VTA. Any subsequent schedule extensions for projects may be given on a case-by-case basis only by written amendment to this Agreement, if the Air District finds that significant progress has been made on a project, and the Funding Agreement is amended to reflect the revised schedule.
- C. In addition to the specific term of this Agreement, Sponsor must maintain each Project for the Years of Effectiveness prescribed in Section 2D herein.

Section 5. Work Product

Sponsor must place in the public domain any software, written document, or other product developed with funds received through this Agreement, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code Sections 6250 et seq.).

Section 6. Acknowledgement of Funding Sources

- A. Sponsor must acknowledge both VTA and Air District as funding sources during the implementation of the Project(s) and must use the VTA and the Air District approved logos as specified below:
- (1) The logos must be used on signs posted at the site of any project construction;
 - (2) The logos must be displayed on any vehicles or equipment operated with or obtained as part of the Project(s);
 - (3) The logos must be used on any material intended for public consumption associated with the Project(s), such as websites and printed materials, including transit schedules, brochures, handbooks, maps created for public distribution, and promotional material; and
 - (4) Sponsor will demonstrate to VTA, through evidence such as photographs of vehicles, equipment, construction signs, and copies of press releases, that the logos are used and displayed as required by this Section.
- B. VTA will provide a copy of Air District and VTA logos to Sponsor for use in fulfilling Sponsor's obligations under this Section.
- C. Sponsor must acknowledge VTA and Air District as a funding source in any related articles, news releases, or other publicity materials for the Project(s) that are produced or caused to be produced by Sponsor.

Section 7. Indemnity and Insurance Requirements

- A. Sponsor must indemnify, defend, and hold harmless VTA, the Air District, their respective officers, agents, employees, representatives, and successors-in-interest from any claim, liability, loss, expense, including reasonable attorneys' fees, and/ or claims for injury or damage arising out of, or in connection with, performance of this Agreement by Sponsor and/or its agents, employees, representatives, and subcontractors, excepting only loss, injury or damage caused by the gross negligence or willful misconduct of personnel employed by VTA.
- B. Sponsor may satisfy all insurance requirements pursuant with this agreement by means of self-insurance, with limits of at least \$4,000,000 for General Liability, \$4,000,000 for Automobile liability, Worker's Compensation per statute, \$1,000,000 for Employer's Liability, \$2,000,000 for Professional Liability, and \$2,000,000 for Pollution. In the event that Sponsor elects to purchase insurance policies rather than self-insure, Sponsor must comply with the insurance requirements and specifications of Attachment B-1 and Attachment B-2 attached hereto, and herein incorporated by reference. In any agreement between Sponsor and a third party for purposes related in any way to the subject matter of this Agreement ("Third Party Contract"), Sponsor must require that VTA and Air District be named as (i) additional insured on all policies of insurance required by Sponsor in the Third-Party Contract except Workers' Compensation and Employers Liability, Professional Liability, and Pollution Liability and (ii) indemnified party in any indemnity provision contained in the Third-Party Contract. Such Third-Party Contracts must

contain requirements for General Liability, Automobile Liability, Workers' Compensation and Employer's Liability, and Pollution Liability.

Section 8. Invoicing

Sponsor must submit invoices at quarterly intervals to VTA for reimbursement of costs incurred to implement the Project(s). Sponsor must email requests for reimbursement to VTA Accounts Payable at VTA.AccountsPayable@vta.org. Sponsor must include relevant, auditable back-up documentation (time sheets, bills, etc.) with each invoice.

Section 9. Reimbursement

- A. All funds allocated by VTA to Sponsor will be paid on a cost-reimbursement basis only. VTA will pay no funds in advance.
- B. Upon review and approval of invoices and documentation, VTA will, within fifteen (15) days of receipt of an invoice that conforms to the requirements set forth in this Agreement, reimburse Sponsor for all eligible expenditures up to the maximum amount described in Section 1 of this Agreement. Only those expenses incurred by Sponsor on or after July 1, 2023, will be considered reimbursable expenditures.
- C. Funds for the Projects described in this Agreement, which are not submitted for reimbursement prior to June 30, 2025, will not be available to reimburse Project costs unless a Project schedule, which extends the Project completion date beyond June 30, 2025, has been approved by VTA or the Air District, as set forth in Section 4B, above.

Section 10. Funds Subject to Appropriation/Allocation of Funds Contingent on Appropriation

VTA's obligations under the terms of this Agreement are contingent upon and subject to the allocation of TFCA funds to VTA by the Air District under VTA's "24-SC" agreement with the Air District for approved projects during Fiscal Year 2023/24.

Section 11. Audit

This Agreement is subject to the examination and audit of the California State Auditor pursuant to California Government Code Section 8546.7 for a period of five (5) years after each Project(s) Years of Effectiveness. Audits may also be conducted by an auditor chosen by the Air District or VTA.

Section 12. Sponsor's Record Keeping

Sponsor must:

- A. Allow VTA and Air District staff, authorized representatives, and independent auditors, during the term of this Agreement and for five (5) years from the end of each Project(s) Years of Effectiveness, to conduct performance and financial audits and to inspect the Project(s). During audits, Sponsor must make available to the auditor, in a timely manner, all records relating to

Sponsor's implementation of the Project(s). During inspections, Sponsor will provide, at the request of VTA or the Air District, access to inspect the Project(s) and related records.

- B. Maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the Project(s), including both administrative and implementation costs, or to establish an alternative method to document staff costs charged to the Project(s).
- C. Keep all financial and implementation records necessary to demonstrate compliance with this Agreement and the TFCA Program. Such records must include documentation that demonstrates significant progress made for those Project(s) seeking extensions to the completion date. Sponsor must keep such documents in a central location for a period of five (5) years from the end of each Project's Years of Effectiveness.

Section 13. Reporting Requirements.

- A. Sponsor must submit an interim project report to VTA in each May and October until the Project(s) is/are completed, and all closeout requirements have been fulfilled. The interim report must utilize Air District-approved report forms. One form should be submitted for each Project listed in Attachment A. VTA will supply the Interim Project Report form to Sponsor for this requirement.
- B. Sponsor must submit a Final Report for each completed Project on the Air District-approved report form appropriate for the specific project type. Sponsor must also submit a post-project Cost-Effectiveness spreadsheet. Post-project evaluations should be completed using the version of the Cost-Effectiveness worksheet for the year the purchased, installed, or constructed project became available for use by the public. VTA will provide the Final Report Forms and spreadsheets for this requirement.

Section 14. Review

VTA will review Sponsor's progress in implementing the Project(s) at the end of the sixth (6th) quarter following execution of this Agreement. If progress at the sixth (6th) quarter review is insufficient to implement any Project or to expend the funds within the period described in Section 4, VTA will develop an action plan with Sponsor to ensure that the Grant Funds are not required to be repaid to VTA and/or the Air District. The action plan may include reprogramming funds to other projects within Santa Clara County to ensure their expenditure prior to the term expiration date described in Section 4.

Section 15. Non-Performance

If Sponsor causes all or part of these Grant Funds to be subject to repayment to the CPM Fund because of failure to complete the Project(s) according to the work scope described in Attachment A, Sponsor's next grant allocation of any kind that is from or passes through VTA may be reduced by the amount that VTA repaid to the CPM Fund.

Section 16. General Terms and Conditions

- A. **Notices.** Any notice required to be given by either Party, or which either Party may wish to give,

must be in writing and served either by personal delivery or sent by certified or registered mail, postage prepaid, addressed as follows:

To VTA: Santa Clara Valley Transportation Authority
Chief Planning & Programming Officer
3331 North 1st Street
San José, CA 95134

To SPONSOR: City of San Jose
City Manager
200 East Santa Clara Street
San Jose, CA 95113

- B. **Program Liaison.** Within thirty (30) days from the Effective Date of this Agreement, Sponsor must notify VTA of Sponsor's "Program Liaison" and provide the Program Liaison's address, telephone number, and email address. The Program Liaison must be the contact to VTA pertaining to implementation of this Agreement and for information about the Project(s). Sponsor must notify VTA of the change of Program Liaison or of the Program Liaison's contact information in writing no later than thirty (30) days from the date of any change.
- C. **Non-Waiver.** The failure of either party to insist upon the strict performance of any of the terms, covenants, and conditions of this Agreement will not be deemed a waiver of any right or remedy that either party may have and will not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.
- D. **Assignment:** Sponsor must not assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of VTA.
- E. **Integration.** This Agreement, including all attachments and references, constitutes the entire Agreement between the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations, and understandings of the Parties relative thereto.
- F. **Amendments.** Future amendments and modifications to this Agreement must be made in writing and signed by both parties.
- G. **Independent Contractor:** Sponsor is an independent contractor and shall not be considered employees or agents of VTA or the Air District.
- H. **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 shall be San Jose, California.
- I. **Attachments.** Each attachment hereto is incorporated into this Agreement as if fully set forth herein.
- J. **Severability.** If any term, covenant, condition, or provision of this Agreement, or the application

thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms, covenants, conditions, and provisions of this Agreement, or the application thereof to any person or circumstance, must remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

- K. **Warranty of Authority to Execute Agreement.** Each Party to this Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Agreement on behalf of the entity that is a Party to this Agreement.
- L. **Survival.** Any provision that, by its nature, extends beyond the term or termination of this Agreement will survive the expiration or termination of this Agreement.

Section 17. Termination.

- A. **Voluntary.** Either Party may terminate this Agreement and/or a Project at any time by giving written notice of termination to the other Party which must specify the effective date thereof. Notice of termination under this paragraph must 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 will also terminate at the end of the fiscal year during which VTA loses its designation as County Program Manager for Santa Clara County.

If VTA terminates this Agreement and/or a Project pursuant to this provision, the Sponsor must cease all work under this Agreement and cease further expenditures of Grant Funds received under this Agreement for the terminated Project immediately upon receipt of the notice of termination, excepting any work permitted to continue that is specified in the notice of termination. VTA will review the project to determine if it will still reduce emissions, and if it does, VTA may reimburse Sponsor for eligible funds and no further Grant Funds will be provided for that Project.

If Sponsor terminates this Agreement and/or a Project pursuant to this provision, the Sponsor must return all Grant Funds provided by VTA for the specific Project up to and including the date of termination.

- B. **After Breach.** VTA may terminate this Agreement and/or a Project for breach. Upon any breach, VTA will deliver a written notice of termination for breach to Sponsor that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice and will provide the Sponsor an opportunity to contest such breach within that period of time. If Sponsor contests the notice of termination for breach, VTA will provide written notice of VTA's determination of Sponsor's contestation. If VTA upholds the termination for breach, the written notice will specify the effective date of termination and Sponsor will have ten (10) business days to cure. If the breach is not cured within the allotted time, the Agreement will automatically terminate. The notice of termination will specify the Total Grant Funds VTA has paid to the Sponsor, which Sponsor must reimburse to the VTA within thirty (30) days of the effective date of termination.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below.

City of San Jose
(Sponsor)

Santa Clara Valley Transportation Authority
(VTA)

Dated: _____

Dated: _____

Toni J. Taber
City Clerk
City of San Jose

Carolyn Gonot
General Manager and CEO
VTA

Approved as to Form:

Approved as to Form:

Matthew Tolnay
City Attorney

Judith Propp
VTA Counsel

ATTACHMENT A-1 – PROJECT INFORMATION SUMMARY

- A. Project Number: 24SC02
- B. Project Title: Jackson Avenue Quick-build Safety Improvements
- C. Project Category (project will be evaluated under this category): Bikeways
- D. TFCA County Program Manager Funds Allocated: \$17,700
- E. TFCA Regional Funds Awarded (if applicable): n/a
- F. Total TFCA Funds Allocated (sum of C and D): \$17,700
- G. Total Project Cost: \$578,000

H. Project Description:

The City of San Jose will use TFCA funds to implement Class IV bike lanes using physical separators in conjunction with the appropriate roadway striping and signage on Jackson Avenue between Berryessa Road and Story Road. The project will provide safety improvement for bicyclists and will help encourage residents to do more biking for shorter trips along this corridor. Hence, will help reduce the number of vehicle trips.

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
The trip reduction form will be used for final reporting.
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.
Please see attached completed C-E worksheet
- K. Has or will this project receive any other TFCA funds, such as Regional Funds? No
- L. Comments (if any): n/a
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: <https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)
Two-third of the project corridor is within the MTC's designated Equity Priority Communities. Please refer to Attachment 3 (Equity Priority Communities Map) in the application.

Section 2. Project Category Specific Questions

- N. If a bikeway project, answer the following questions:
 - a. What plan is the project referenced in?
Jackson Avenue has been identified as a priority bikeway network in the San Jose's Better Bike Plan 2025, which calls for Class IV separated bike lanes.
 - b. Will the project be publicly accessible and available for use by all members of the public?
Yes
 - c. If applicable, will the project be consistent with design standards published in the California Highway Design Manual or conform to the provisions of the Protected Bikeway Act of 2014?
Yes

- d. Has the project completed all applicable environmental reviews and either have been deemed exempt by the lead agency or have been issued the applicable negative declaration or environmental impact report or statement?

This project will be covered under the City's CEQA Exemption referenced File No. ER23-009

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/9/23

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	24SC02
Project Title	Jackson Avenue Bikeway Improvements
Project Type Code (e.g., 7a)	7j
County (2-3 character abbreviation)	SC
Worksheet Calculated By	Vu Dao
Date of Submission	45044
Project Sponsor	
Project Sponsor Organization	City of San Jose
Public Agency? (Y or N)	Y
Contact Name	Vu Dao
Email Address	vu.dao@sanjoseca.gov
Phone Number	(408) 975-3712
Mailing Address	200 East Santa Clara Street, 8th Floor
City	San Jose
State	CA
Zip	95113
Project Schedule	
Project Start Date	12/1/2023
Project Completion Date	12/31/2024
Final Report to CMA	6/30/2025

Program Manager Proj.#:	24SC02
Route Name:	Jackson Avenue

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

[illegible]

Step 3B - Emissions for Buses																
		See Emission Factors Tab. Emissions for Buses Table														
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q
Vehicle Ref #	Engine Year, Make, & Model	Odometer reading	ROG Factor (g/10k miles)	ROG DR (g/10k miles)	NOX Factor (g/mi)	NOx DR (g/10k miles)	Exhaust PM10 Factor (g/mi)	Exhaust PM DR (g/10k miles)	Other PM10 Factor (g/mi)	CO2 Factor (g/mi)	Total Annual VMT (sum all vehicles)	ROG Emissions (g/yr)	NOX Emissions (g/yr)	Exhaust PM10 Emissions (g/yr)	Other PM10 Emissions (g/yr)	CO2 Emissions (g/yr)
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
												0.00	0	0	0	0
											Total	0	0	0	0	0

Cost Effectiveness Results			Annual	Lifetime
1. VMT Reduced			8,647.00	60,480.00 Miles
2. Trips Reduced			2,880.00	20,160.00 Trips
3. ROG Emissions Reduced			0.014	0.10 Tons
4. NOx Emissions Reduced			0.007	0.005 Tons
5. PM Emissions Reduced			0.024	0.017 Tons
6. PM Weighted Emissions Reduced			0.030	0.021 Tons
7. CO2 Emissions Reduced			2,368	16,526 Tons
8. Emission Reductions (ROG, NOx & PM)			0.0045	0.035 Tons
9. TCEQ Project Cost - Cost Effectiveness (ROG, NOx & PM)				557,135.86 /Ton
THIS VALUE MUST MEET POLICY REQUIREMENTS.				
TCEQ Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM): 46,912 /Ton				

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length.

A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided.

If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

Policy 11. Duplication

MTC's regional ridehsaring program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

We are using calculations based on recommendations provided in Appendix H of the CPM Fund

Expenditure Plan Guidance FYE 2021 for Emission Reduction Inputs.

Values follow guidance for Bicycle Projects under Trip Reduction projects.

Item	Value	Source	Notes
# Years of Effectiveness	7	CPM Fund Expenditure Plan Guidance for FYE 2024	Not to exceed 7 years for Class 2, 3, 4
ADT on Jackson Avenue	20,000	ADT counts from SJ Engineering Traffic Survey	Average traffic volume
Trips Reduced	12	CPM Fund Expenditure Plan Guidance for FYE 2024	Segment length is greater than 2 miles
			0.6% ACT for ADT between 12,000 - 24,000
Days/Yr	240	CPM Fund Expenditure Plan Guidance for FYE 2024	Per recommendation from CPM Fund Expenditure Plan Guidance for FYE 2024
Trip Length (1-way)	3	CPM Fund Expenditure Plan Guidance for FYE 2024	Length is in miles

ATTACHMENT A-2 – PROJECT INFORMATION SUMMARY

- A. Project Number: 24SC03
- B. Project Title: Centralized Transit Signal Priority TFCA FYE 2024
- C. Project Category (project will be evaluated under this category): Pilot Trip Reduction
- D. TFCA County Program Manager Funds Allocated: \$756,000
- E. TFCA Regional Funds Awarded (if applicable): \$0
- F. Total TFCA Funds Allocated (sum of C and D): \$756,000
- G. Total Project Cost: \$756,000
- H. Project Description:

San José seeks TFCA funding to implement cloud-based, central TSP along three VTA Frequent Routes (Route 57, Route 60 and Route 61) within both the City of San Jose and the City of Santa Clara. Route 57 runs from Old Ironsides Station to West Valley College passing through Allendale, Quinto, Saratoga, Kiely, Bowers, Great America, and Tasman, passing through a total of 13 traffic signals operated by the City of San José. Route 60 runs from Milpitas BART to Winchester Station passing through Winchester, Bellomy, Monroe, Benton, Brokaw, and Tradezone, passing through a total of 34 traffic signals operated by the City of San José and 11 traffic signals operated by the City of Santa Clara. Route 61 runs from Sierra & Piedmont to Good Samaritan Hospital, passing through Bascom, Samaritan, Union, Taylor, Naglee, Hedding, Berryessa, and Sierra, passing through a total of 50 traffic signals operated by the City of San José. This project scope includes 108 unique traffic signals.

Project components include the system development and integration of a central TSP system, TSP timing development and optimization, implementation and fine-tuning, and system evaluation. Observations to the operation of non-transit modes of transportation will be made to ensure that their operations will be minimally impacted. The project will also consider how opposing transit phases are prioritized and identify operational bottlenecks in the overall transit operations.

Project Eligibility:

This project meets the eligibility for the Trip Reduction Category as outlined in Appendix D – Board-adopted Policies for FYE 2024. This project reduces single-occupancy commute vehicle trips by encouraging mode-shift to other forms of shared transportation. The project will expand Central TSP services to the west San Jose area, where currently has no Central TSP.

The project cost will include a 5-year operating and maintenance contract. Therefore, it will cost 0\$ to maintain its operation from year 3 to year 5. After year 5, there is an opportunity to renegotiate maintenance pricing once the number of centralized TSP signals increases.

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
Final Report form that will be completed and submitted after project completion
 - *Trip Reduction*

J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.

See Attached

K. Has or will this project receive any other TFCA funds, such as Regional Funds? No

L. Comments (if any): No

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community

This project will serve people living and traveling through San José and is within many Communities of Concern as defined by the Metropolitan Transportation Commission. A majority of Routes 57, 60, and 61 exist within a Community of Concern

Section 2. Project Category Specific Questions

N. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:

☒ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.

☒ Service is available for use by all members of the public.

☒ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.

☒ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.

☒ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.

☒ Service is at least 70% unique and operates where no other service was provided within the past three years.

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/9/23

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	24SC03
Project Title	Centralized Transit Signal Priority TFCA FYE 2024
Project Type Code (e.g., 7a)	5g
County (2-3 character abbreviation)	SC
Worksheet Calculated By	Tan Tranngo / Associate Engineer
Date of Submission	5/5/2023
Project Sponsor	
Project Sponsor Organization	City of San José
Public Agency? (Y or N)	Y
Contact Name	Renee Zhou / Senior Engineer
Email Address	renee.zhou@sanjoseca.gov
Phone Number	(408) 975-3232
Mailing Address	200 East Santa Clara Street, 8th Floor
City	San José
State	CA
Zip	95113
Project Schedule	
Project Start Date	7/1/2024
Project Completion Date	6/30/2026
Final Report to CMA	12/31/2026

Version 2024, Updated 1/9/23

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Cost Effectiveness Results		
	Annual 2022-2026 V. VMT Reduction	Leases 455,232.20 Miles
1. Trips Reduced	17,160.00	Tons
2. ROG Emissions Reduced	0.0249	Tons
3. NOx Emissions Reduced	0.0169	Tons
4. PM Emissions Reduced	0.0052	Tons
5. PM Emissions Reduced	0.0749	Tons
6. PM Weighted Emissions Reduced	64.9699	Tons
7. CO2 Emissions Reduced	0.1070	Tons
8. Emission Reductions (ROG, NOx & PM)		4,452,382.49
9. TPCA Project Cost - Cost Effectiveness (ROG, NOx & PM)		\$/ton

Version 2024, Updated 1/9/23

Program Manager Proj.#:	24SC03
Route Name:	61

Cost Effectiveness Inputs	
Project Operational Start Year:	2024
# Years Effectiveness:	2
Project Operational End Year:	2026
Total Cost for route:	350,000
Total Cost for route 40%:	350,000
Total Cost for route 60%:	NA
Total TCFA Cost for route:	\$350,000.00

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Emission Reduction Calculations									
Step 1 - Emissions for Eliminated Trips									
A	B	C	D	E	F	G	H	I	
# Trips/Day (1-way)	Days/Yr	Trip Length (1-way)	VMT	ROG Emissions (gri/y)	NOx Emissions (gri/y)	Exhaust & Trip End PM10 Emissions (gri/y) *	Other PM10 Emissions (gri/y)	CO2 Emissions (gri/y)	
100	240	16	304,804	27,489	18,513	689	67,339	76,634,241	
439	240	23	677,272	48,788	19,988	1,988	19,444	199,316,325	
96	125	23	272,400	22,288	16,852	467	68,656	68,111,117	
			0	0	0	0	0	0	
			0	0	0	0	0	0	
			0	0	0	0	0	0	
			0	0	0	0	0	0	
Total			1,029,672	84,175	63,699	1,765	259,669	257,418,441	

Step 2 - Emissions for New Trips to Access Transit/VR/desharing							
50	250	3	304,294	24,555	18,766	518	76,025,816
69.5	240	3.0	290	7,623	4,037	149	13,275,875
48.0	125	3	18,000	2,742	1,452	54	4,775,495
		Total	66,040	10,365	5,489	202	18,051,370

A	B	C	D	E	F	G	H	I	J	K	L	M	N
(Step 3A - Emissions for Shuttles/Vanpool Vehicles up to GVW of 14,000 lbs.) See Emission Factor Tab. ARB Table 2 or 7.													
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (g/mile)	Nox Factor (g/mile)	Exhaust PM10 Factor (g/mile)	Total PM10 Factor (g/mile)	CO2 Factor (gmi/l) See CO2 Table for LD and LHD).	Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yv)	NOX Emissions (gr/yv)	Exhaust PM10 Emissions (gr/yv)	Other PM10 Emissions (gr/yv)	CO2 Emissions (gr/yv)
2-2005S	LEV	10,001-14,000	0.23	0.40	0.12	0.32	860	8000	1,840	3,200	960	1,600	6,880,000
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
								Total	0	0	0	0	0

[illegible]

Cost Effectiveness Results			Annual	Lifetime
1. VMT Reduced			981,632.00	1,923,284.00 Miles
2. Trips Reduced			10,680.00	21,360.00 Trips
3. ROG Emissions Reduced			0.0814	0.163 Tons
4. NOx Emissions Reduced			0.0642	0.128 Tons
5. PM Emissions Reduced			0.2690	0.538 Tons
6. PM Weighted Emissions Reduced			0.3018	0.604 Tons
7. CO2 Emissions Reduced			263,8526	527,705 Tons
8. Emission Reductions (ROG, NOx & PM)			0.4146	0.829 Tons
9. TCEA Project Cost - Cost Effectiveness (ROG, NOx & PM)				422,129.14 /Ton
10. TCEA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLICY REQUIREMENTS.				\$391,238 /Ton

Version 2024, Updated 1/9/23

Program Manager Proj.#:	24SC03
Route Name:	57 & 60 & 61

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Step 2 - Emissions for New Trips to Access Transit/Ridesharing									
	50	250	3	304284	24,655	18,766	518	76,739	76,025,616
1	71.5	240			7,842	51,480	4,153	12,983	13,657,915
2	71.5	240			7,842	51,480	4,153	12,983	13,657,915
3	26.0	240			8,525	4,350	107	54,163	14,639,344
4	125	240			4,113	27,000	6,509	7,163,242	7,163,242
5	240	240			50,040	7,623	4,037	149	12,619
6	69.5	240			2,742	1,452	4,539	4,775,495	4,775,495
7	48.0	125			18,000	2,742	54		
					226,118	34,445	672	57,024	59,990,163
				Total		18,240			

Step 2 - Emissions for New Trips to Access Transit/Ridesharing

Step 3A - Emissions for ShuttleVanpool Vehicles up to GVW of 14,000 lbs.

Step 3A - Emissions for ShuttleVanpool Vehicles up to GVW of 14,000 lbs.

Step 3B - Emissions for Buses

Cost Effectiveness Results

10. **TFCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLICY REQUIREMENTS.**

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided. If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations**.

Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants**.

Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

Policy 11, Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

Project Description:

Implementation of transit signal priority system for VTA routes 57, 60, and 61.
No other TFCA funds will be used to fund this project.

Years of Effectiveness:

Assumption: Two years of project effectiveness.

Costs:

Project costs were determined based vendor estimates for centralized transit signal priority systems for this scale of deployment.

Days/yr:

240 weekdays per year
125 weekends and holidays per year

Number of Trips/Day:

Ridership data from October 2017 to October 2018 was provided by the VTA website: <https://data.vta.org/datasets/VTA::ridership-by-route-cumulative-yearly/explore>

Route 57 Weekdays: 1,427
Route 57 Weekends: 1,249
Route 60 Weekdays: 1,565
Route 60 Weekends: 1,441
Route 61 Weekdays: 1,392
Route 61 Weekends: 963

Project is estimated to increase ridership by 10%. Estimate is in range provided by the VTA. The increase in ridership assumes to be equal to the number of vehicular trip reduce. Therefore, the ridership increases are expected to be:

Route 57 Weekdays: 143
Route 57 Weekends: 125
Route 60 Weekdays: 156
Route 60 Weekends: 144
Route 61 Weekdays: 139
Route 61 Weekends: 96

Trip Length (1-way)

The average distance of single occupancy vehicle trip reduced was estimated to be 6.2 miles for Route 57, 19.3 miles for Route 60, and 22.7 miles for Route 61. Trip length estimation uses existing survey data on Google Earth Map.

ATTACHMENT A-3 – PROJECT INFORMATION SUMMARY

- A. Project Number: 24SC04
- B. Project Title: Grand Boulevard Centralized Transit Signal Priority TFCA FYE 2024
- C. Project Category (project will be evaluated under this category): Pilot Trip Reduction
- D. TFCA County Program Manager Funds Allocated: \$869,100
- E. TFCA Regional Funds Awarded (if applicable): \$0
- F. Total TFCA Funds Allocated (sum of C and D): \$869,100
- G. Total Project Cost: \$869,100
- H. Project Description:

San José seeks TFCA funding to implement cloud-based, central TSP along 7 VTA Frequent Routes (Route 22, Rapid 522, Route 23, Rapid 523, Route 64B, Route 70, and Route 77) within both the City of San Jose and the City of Santa Clara. These routes primarily travel on streets designated as “Grand Boulevards” (major corridors intended as primary transit routes) per the City of San Jose’s General Plan.

Route 22 runs from the Palo Alto Transit Center to Eastridge passing through King Rd, Santa Clara St, The Alameda, and El Camino Real, passing through a total of 53 traffic signals operated by the City of San José and 5 traffic signals operated by the City of Santa Clara.

Rapid 522 runs from the Palo Alto Transit Center to Eastridge passing through Capitol Ave/Expy, Alum Rock Ave, Santa Clara St, The Alameda, and El Camino Real, passing through a total of 45 traffic signals operated by the City of San José and 5 traffic signals operated by the City of Santa Clara.

Route 23 runs from De Anza College to Alum Rock Station passing through Alum Rock Ave, Santa Clara St, San Carlos St, and Stevens Creek Blvd, passing through a total of 54 traffic signals operated by the City of San José and 7 traffic signals operated by the City of Santa Clara.

Rapid 523 runs from San José State to Lockheed Martin passing through Santa Clara St, San Carlos St, and Stevens Creek Blvd, passing through a total of 28 traffic signals operated by the City of San José and 7 traffic signals operated by the City of Santa Clara.

Route 64B runs from Almaden & Camden to McKee & White passing through McKee Rd, Julian St, Santa Clara St, Race St, and Meridian Ave, passing through a total of 22 traffic signals operated by the City of San José.

Route 70 runs from Milpitas BART to Capitol Station passing through Mabury Rd, Jackson Ave, Capitol Expy, King Rd, and Senter Rd, passing through a total of 48 traffic signals operated by the City of San José.

Route 77 runs from Milpitas BART to Eastridge passing through Lundy Ave and King Rd, passing through a total of 40 traffic signals operated by the City of San José.

This project scope includes 134 unique traffic signals.

Project components include the system development and integration of a central TSP system, TSP timing development and optimization, implementation and fine-tuning, and system evaluation.

Observations to the operation of non-transit modes of transportation will be made to ensure that their operations will be minimally impacted. The project will also consider how opposing transit phases are prioritized and identify operational bottlenecks in the overall transit operations.

Project Eligibility:

This project meets the eligibility for the Trip Reduction Category as outlined in Appendix D – Board-adopted Policies for FYE 2024. This project reduces single-occupancy commute vehicle trips by encouraging mode-shift to other forms of shared transportation. The project will expand Central TSP services to the west and east San Jose areas, which currently have limited to no Central TSP.

The project cost will include a 5-year operating and maintenance contract. Therefore, it will cost \$0 to maintain its operation from year 3 to year 5. After year 5, there is an opportunity to renegotiate maintenance pricing once the number of centralized TSP signals increases.

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
Final Report form that will be completed and submitted after project completion
 - Trip Reduction
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.
See Attached
- K. Has or will this project receive any other TFCA funds, such as Regional Funds? No
- L. Comments (if any): None
- M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community
All routes pass through and serve census tracts that are considered Disadvantaged Communities, Low-income Communities, or both.

Section 2. Project Category Specific Questions

- N. If a **pilot trip reduction** project, confirm that the project complies with all the following requirements:
- ☒ Project will reduce single-occupancy vehicle trips and result in a reduction in emissions of criteria pollutants.
 - ☒ Service is available for use by all members of the public.
 - ☒ Applicant provided a written plan showing how the service will be financed in the future and require minimal, if any, TFCA funds to maintain its operation by the end of the third year.
 - ☒ If the local transit provider is not a partner, the applicant demonstrated that they have attempted to have the service provided by the local transit agency. The transit provider was given the first right of refusal and determined that the proposed project does not conflict with existing service.
 - ☒ Applicant provided data and/or other evidence demonstrating the public's need for the service, such as a demand assessment survey and letters of support from potential users.
 - ☒ Service is at least 70% unique and operates where no other service was provided within the past three years.

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/9/23

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	24SC04
Project Title	Grand Boulevard Centralized Transit Signal Priority TFCA FYE 2024
Project Type Code (e.g., 7a)	8b
County (2-3 character abbreviation)	SC
Worksheet Calculated By	Vanessa See / Associate Engineer
Date of Submission	5/5/2023
Project Sponsor	
Project Sponsor Organization	City of San José
Public Agency? (Y or N)	Y
Contact Name	Renee Zhou / Senior Engineer
Email Address	renee.zhou@sanjoseca.gov
Phone Number	(408) 975-3232
Mailing Address	200 East Santa Clara Street, 8th Floor
City	San José
State	CA
Zip	95113
Project Schedule	
Project Start Date	7/1/2024
Project Completion Date	6/30/2026
Final Report to CMA	12/31/2026

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS

FYE 2024 TFCOA County Program Manager Fund W

Version 2024, Updated 1/9/23

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Cost Effectiveness Inputs			
Project Operational Start Year:	2024		
# Years Effectiveness:	2		
Project Operational End Year:	2026		
Total Cost for route:	869,100		
Total Cost for route 40%:	869,100		
Total Cost for route 60%:	NA		
Total TPCA Cost for route:	\$689,100.00		

Route Name:	22, 522, 23, 523, 448, 76, 77
Program Manager Proj.#:	24SC04

Emission Reduction Calculations									
Step 1 - Emissions for Eliminated Trips					Step 2 - Emissions for New Trips to Access Transit/Ridesharing				
A	B	C	D	E	F	G	H	I	J
# Trips (Day 1-way)	Days/Yr	Trips Length (way)	VTM	ROG Emissions (g/yr)	NOx Emissions (g/yr)	Exhaust & Trip End PM10 Emissions (g/yr) *	Other PM10 Emissions (g/yr) *	CO2 Emissions (g/yr)	
100	240	15	30,428.4	27,461	19,513	568	76,739	76,634,241	
882	240	7	1,545,264	161,364	104,930	3,274	389,694	393,914,398	
688	125	7	609,276	63,623	41,372	1,291	153,851	155,315,006	
176	240	9	1,800,240	193,699	126,448	3,248	403,781	406,379,892	
422	240	11	1,037,424	107,845	70,432	2,149	265,623	268,123,431	
727	240	11	1,832,040	172,648	119,432	3,549	462,015	462,972,013	
396	125	11	519,750	48,860	33,883	1,007	131,074	131,345,224	
639	240	7	1,134,864	117,995	76,925	2,395	289,197	289,185,225	
249	125	7	230,325	23,948	15,612	486	59,085	59,691,260	
167	240	7	263,285	30,626	19,915	621	73,962	74,763,345	
454	240	7	1,037,424	107,845	70,432	2,149	265,623	268,123,431	
266	125	1	29,925	10,238	12,868	623	24,730	30,592,184	
216	240	6	300,672	33,597	21,109	683	78,825	77,210,033	
92	125	6	66,700	7,542	4,683	152	16,821	17,127,997	
Total				974,739	595,344	18,562	2,212,356	2,236,022,361	

Emission Reduction Calculations									
Step 1 - Emissions for Eliminated Trips					Step 2 - Emissions for New Trips to Access Transit/Ridesharing				
A	B	C	D	E	F	G	H	I	J
# Trips (Day 1-way)	Days/Yr	Trips Length (way)	VTM	ROG Emissions (g/yr)	NOx Emissions (g/yr)	Exhaust & Trip End PM10 Emissions (g/yr) *	Other PM10 Emissions (g/yr) *	CO2 Emissions (g/yr)	
441.0	240	3.0	24,655	19,766	13,766	518	76,739	76,634,241	
333.9	125	3.0	125,194	19,071	10,099	372	80,074	84,230,727	
387.9	240	3.0	270,252	42,539	22,526	830	31,572	33,214,561	
210.2	125	3.0	78,806	12,005	6,357	234	19,874	20,907,713	
363.5	240	3.0	261,720	39,869	21,112	778	66,092	69,435,693	
319.0	240	3.0	230,040	35,043	19,557	664	59,073	61,520,823	
124.3	125	3.0	46,688	7,112	3,766	139	11,774	12,386,439	
83.7	240	3.0	60,264	9,180	4,861	179	15,188	15,968,356	
32.7	125	3.0	12,263	1,868	969	36	3,092	3,253,306	
227.0	240	0.5	27,240	15,227	5,148	278	6,870	9,628,873	
163.0	125	0.5	9,313	4,647	1,571	95	2,686	2,936,326	
130.0	240	1.0	18,445	11,454	3,742	231	5,740	6,166,160	
46.0	125	3.0	17,250	2,628	1,382	51	4,330	4,576,516	
Total				1,616,659	280,714	134,254	407,674	432,016,411	

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (gmi)	NOX Factor (gmi)	See Emission Factor Tab. AR6 Table 2 or 7								
					Exhaust PM10 Factor (gmi)	Total PM10 Factor (gmi)	CO2 Factor (gmi) (See CO2 Table for LD and LHD)	Total Annual VMT (sum all vehicles)	ROG Emissions (gryr)	NOx Emissions (gryr)	Exhaust PM10 Emissions (gryr)	Other PM10 Emissions (gryr)	CO2 Emissions (gryr)
2, 2005	LEV	10,001-14,000	0.23	0.40	0.12	0.32	860	8000	1,840	3,320	860	1,650	6,880,000
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
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Version 2024. Updated 1/9/23

Program Manager Proj.#:	24SC04
Route Name:	22 & 522

Cost Effectiveness Inputs		
Project Operational Start Year:	# Years Effectiveness:	2024 2
Project Operational End Year:	2026	
Total Cost for route:		343,000
Total Cost for route 40%:		343,000
Total Cost for route 60%:		NA
Total TFCa Cost for route:		\$3,000.00

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Emission Reduction Calculations											
Step 1 - Emissions for Eliminated Trips											
A	B	C	D	E	F	G	H	I			
# Trips/Day (1-way)	Days/Yr	Trip Length (1-way)	VMT	ROG Emissions (gallons)	NOx Emissions (gpy)	Exhaust & Trip End PM10 Emissions (gpy)	Other PM10 Emissions (gpy) *	CO2 Emissions (gpy)			
100	240	16	304,934	27,461	19,513	568	76,739	76,634,241			
882	240	7	1,345,264	101,364	104,930	3,274	389,694	393,974,536			
776	240	6	1,096,176	84,600	88,674	2,724	335,664	338,384,664			
720	240	9	1,691,046	159,099	168,563	3,248	403,761	408,370,961			
420	125	9	451,823	44,959	30,072	917	113,943	114,682,341			
			0	0	0	0	0	0			
			0	0	0	0	0	0			
			4,207,408	428,995	282,937	8,729	1,081,050	1,070,391,607			
		Total									

[illegible][illegible][illegible]

Cost Effectiveness Results			
	Annual	Lifetimes	
1. VMI Reduced	3,406,636.55	6,813,271.10	Miles
2. LTRs Reduced	79,571.26	159,142.50	Tons
3. ROG Emissions Reduced	0.3384	0.677	Tons
4. NOx Emissions Reduced	0.2407	0.481	Tons
5. PM Emissions Reduced	0.9540	1.908	Tons
6. PM Weighted Emissions Reduced	1.0869	2.174	Tons
7. CO2 Emissions Reduced	945,5937	1,891,187	Tons
8. Emission Reductions (ROG, NOx & PM)	1.5331	3.066	Tons
9. TCEQA Project Cost - Cost Effectiveness (ROG, NOx & PM)		111,867.39	/Ton
THIS VALUE MUST MEET OR EXCEED \$102,940			

Version 2024, Updated 1/9/23

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Step 2 - Emissions for New Trips to Access Transit/Ridesharing

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.

Step 3B - Emissions for Buses

Cost Effectiveness Results

10. TECA Project Cost - Cost Effectiveness (ROG, NOx &

Version 2024, Updated 1/9/23

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Step 2 - Emissions for New Trips to Access Transit/Ridesharing

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.

Step 3B - Emissions for Buses

Cost Effectiveness Results

10. **TFCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM). THIS VALUE MUST MEET POLICY REQUIREMENTS.**

Version 2024, Updated 1/9/23

Calculations Tab: Complete areas shaded in yellow only.

Cost Effectiveness Inputs		
Project Operational Start Year:	2024	
# Years Effectiveness:	2	
Project Operational End Year:	2026	
Total Cost for route:	137,700	
Total Cost for route 40%:	137,700	
Total Cost for route 60%:	NA	
Total TFCa Cost for route:	\$1,700.00	

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (g/mi)	NOx Factor (g/mi)	Exhaust PM10 Factor (g/mi)	See Emission Factor Tab. ARB Table 2 or 7		Total Annual VMT (sum all vehicles)	ROG Emissions (gr/yr)	NOx Emissions (gr/yr)	Exhaust PM10 Emissions (gr/yr)	Other PM10 Emissions (gr/yr)	CO2 Emissions (gr/yr)
						0.1	Total PM10 Factor (g/mi)						
2	2005	LEV	10,001-14,000	0.23	0.40	0.12	0.32	8000	1,840	3,200	960	1,600	6,880,000
								0	0	0	0	0	0
								Total	0	0	0	0	0

Cost Effectiveness Results		
	Annual	Lifetimes
	2017-2035, \$	544,724,100
		Miles
1. PM Reduced		
2. TSPs Reduced	20,170.00	40,340.00
3. ROG Emissions Reduced	0.0298	0.060
4. NOx Emissions Reduced	0.0200	0.040
5. PM Emissions Reduced	0.0763	0.153
6. PM Weighted Emissions Reduced	0.0879	0.176
7. CO2 Emissions Reduced	76.2030	152.406
8. Emission Reductions (ROG, NOx & PM)	0.1261	0.252
9. TCEA Project Cost - Cost Effectiveness (ROG, NOx & PM)		545,835.02
10. TCEA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM)		546,971
THIS VALUE MUST MEET POLICY REQUIREMENTS.		1.0n

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided. If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

Policy 11. Duplication

MTC's regional ride-sharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

Project Description:

Implementation of transit signal priority system for VTA routes 22, 522, 23, 523, 64B, 70, and 77.

No other TFCA funds will be used to fund this project.

Years of Effectiveness:

Assumption: Two years of project effectiveness.

Costs:

Project costs were determined based vendor estimates for centralized transit signal priority systems for this scale of deployment.

Days/yr:

240 weekdays per year
125 weekends and holidays per year

Number of Trips/Day:

Ridership data from October 2019 was provided by the VTA website: <https://data.vta.org/pages/historical-ridership>

Route 22 Weekdays:	8820
Route 22 Weekends:	6677
Route 522 Weekdays:	7757
Route 522 Weekends:	4203
Route 23 Weekdays:	7268
Route 23 Weekends:	3962
Route 523 Weekdays:	6392
Route 523 Weekends:	2494
Route 64B Weekdays:	1674
Route 64B Weekends:	654
Route 70 Weekdays:	4540
Route 70 Weekends:	2657
Route 77 Weekdays:	2156
Route 77 Weekends:	922

Project is estimated to increase ridership by 10%. Estimate is in range provided by VTA. Therefore, the ridership increases are expected to be:

Route 22 Weekdays:	882
Route 22 Weekends:	668
Route 522 Weekdays:	776
Route 522 Weekends:	420
Route 23 Weekdays:	727
Route 23 Weekends:	396
Route 523 Weekdays:	639
Route 523 Weekends:	249
Route 64B Weekdays:	167
Route 64B Weekends:	65
Route 70 Weekdays:	454
Route 70 Weekends:	266
Route 77 Weekdays:	216
Route 77 Weekends:	92

Ridership increase: 10%

Trip Length (1-way)

The estimated average distances of single occupancy vehicle trips reduced for each route are listed below. Estimates from Google Earth.

Route 22	7.3 miles
Route 522	8.6 miles
Route 23	10.5 miles
Route 523	7.4 miles
Route 64B	7.3 miles
Route 70	0.9 miles
Route 77	5.8 miles

ATTACHMENT A-4 – PROJECT INFORMATION SUMMARY

- A. Project Number: 24SC05
- B. Project Title: San Jose Bike Lockers
- C. Project Category (project will be evaluated under this category): Bike Parking
- D. TFCA County Program Manager Funds Allocated: \$86,235
- E. TFCA Regional Funds Awarded (if applicable): \$0
- F. Total TFCA Funds Allocated (sum of C and D): \$86,235
- G. Total Project Cost: \$89,500
- H. Project Description:

Project Sponsor will use TFCA funds to install two quad lockers each with eight locker spaces for a total of 16 bike parking spaces, and 250 bike racks each with two parking spaces totaling 500 bike parking spaces. The proposed project will add a total of 516 new bike parking spaces. Installation will be completed in consultation with the Bike Parking Guidelines found in Valley Transportation Authority's Bicycle Technical Guidelines, as well the VTA Community Design and Transportation manual.

Racks used will generally be in accordance with Class I and Class II bicycle rack specifications in VTA's Bicycle Technical Guidelines. For the Class II racks, this includes the use of strong steel pipe, two points of contact, and the ability to secure the frame and one wheel. The Class I lockers will conform to VTA's Bike Locker Specifications, which dictate locker dimensions and load-bearing characteristics.

Racks and lockers will generally be installed in locations that are likely to have demand for bike parking. Some past examples include schools, community centers, parks, sidewalks in front of businesses, and transit stops. Rack placement will ensure adequate clearance for utility access, clear pedestrian travel way (based on ADA requirements), public transit stops, curb-side parking, loading zones, street furniture, and other considerations. eLockers will be placed in areas that are within 50 feet of a building, have high visibility, provide protection from inclement weather, and are grounded on all-weather surfaces.

Expansion and proliferation of publicly available bike parking is called for in the 2025 better bike plan with the main goal being to "expand the availability of sidewalk bike parking, secure bike parking, and end-of-trip facilities at transit stops". When installed this project will provide secure and accessible bike parking to San Jose residents and visitors

- I. Final Report Content: Final Report form and final Cost Effectiveness Worksheet
Final Report will include:
 - Trip Reduction data: Pre-Project Count and Post-Project Count
 - Final Cost-Effective (C-E) Worksheet
- J. Attach a completed Cost-Effectiveness Worksheet and any other information used to evaluate the proposed project.

K. Has or will this project receive any other TFCA funds, such as Regional Funds?

No

L. Comments (if any):

N/A

M. Please indicate if the project is located in a SB535 Disadvantaged Community and/or AB1550 Low-income Community (Please use the map to find your project's location: <https://ww3.arb.ca.gov/cc/capandtrade/auctionproceeds/communityinvestments.htm>)

Yes the project is located in a Disadvantaged and Low-income Community

Section 2. Project Category Specific Questions

N. If a **bicycle parking** project, answer the following questions:

- a. What plan is the project referenced in?
2025 Better Bike Plan
- b. Will the project be publicly accessible and available for use by all members of the public?
Yes, Happy Hollow Zoo Park is a public city park.

RIDESHARING, BICYCLE, SHUTTLE, AND SMART GROWTH PROJECTS FYE 2024 TFCA County Program Manager Fund Worksheet

Version 2024, Updated 1/9/23

General Information Tab: Complete areas shaded in yellow.

Project Number (24XXYY)	24SC05
Project Title	San Jose Bike Parking
Project Type Code (e.g., 7a)	30a
County (2-3 character abbreviation)	SC
Worksheet Calculated By	Jane Mei
Date of Submission	6/12/2023
Project Sponsor	
Project Sponsor Organization	City of San Jose
Public Agency? (Y or N)	Y
Contact Name	Ryan Smith
Email Address	ryan.smith@sanjoseca.gov
Phone Number	(408) 535-3850
Mailing Address	200 East Santa Clara Street 8th Floor
City	San Jose
State	CA
Zip	95113
Project Schedule	
Project Start Date	12/1/2023
Project Completion Date	12/1/2024
Final Report to CMA	5/1/2025

Program Manager Proj.#:	24SC05
Route Name:	San Jose Bike Lockers

Calculations Tab: Complete areas shaded in yellow only.

SAMPLE ENTRIES ARE SHOWN IN LIGHT BLUE

Cost Effectiveness Inputs	
Project Operational Start Year:	2024
# Years Effectiveness:	3
Project Operational End Year:	2027
Total Cost for route:	89,500
Total Cost for route 40%:	86,235
Total Cost for route 60%:	NA
Total TFCR Cost for route:	\$86,235

Emission Reduction Calculations								
Step 1 - Emissions for Eliminated Trips								
A	B	C	D	E	F	G	H	I
# Trips Daily (1-way)	Days/Yr	Trip Length (1-way)	VMT	CO ₂ e Emissions (gry/y)	Nox Emissions (gry/y)	Exhaust & Trip End PM10 Emissions (gry/y) *	Other PM10 Emissions (gry/y)	CO ₂ Emissions (gry/y)
100	240	1.6	3,042,844	27,461	19,513	568	76,739	75,480,024
16	240	3	11,520	1,755	929	34	3,010,281	3,010,281
250	240	3	180,000	27,420	14,520	535	45,394	47,035,645
		0	0	0	0	0	0	0
		0	0	0	0	0	0	0
	Total		191,520	29,175	15,449	569	48,819	50,045,926

[illegible]

Step 3A - Emissions for Shuttle/Vanpool Vehicles up to GVW of 14,000 lbs.													
A	B	C	D	E	F	G	H	I	J	K	L	M	N
		0.1		See Emission Factor Tab. ARB	See Emission Factor Tab. ARB	Table 2 or 7							
# Vehicles, Model Year	Emission Std.	Vehicle GVW	ROG Factor (g/mi)	Nox Factor (g/mi)	Exhaust PM10 Factor (g/mi)	Total PM10 Factor (g/mi)	CO2 Factor (g/mi) (See Factor for LD and LHD)	Total Annual VMT (sum all vehicles)	ROG Emissions (g/yr)	NOx Emissions (g/yr)	Exhaust PM10 Emissions (g/yr)	Other PM10 Emissions (g/yr)	CO2 Emissions (g/yr)
2, 2005	LEV	10,001-14,000	0.23	0.40	0.12	0.32	860	8000	1,840	3,200	960	1,600	6,860,000
									0	0	0	0	0
									0	0	0	0	0
									0	0	0	0	0
								0	0	0	0	0	0
								Total					

Step 3B - Emissions for Buses																		
A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q		
				See Emission Factors Tab, Emissions for Buses Table														
				ROG Factor (g/mi)	NOX Factor (g/mi)	Nox DR (g/10k miles)	Exhaust PM10 Factor (g/mi)	Exhaust PM DR (g/10k miles)	Other PM10 Factor (g/mi)	CO2 Factor (g/mi)	Total Annual VMT (sum all vehicles)	ROG Emissions (g/yr)	NOX Emissions (g/yr)	Exhaust PM10 Emissions (g/yr)	Other PM10 Emissions (g/yr)	CO2 Emissions (g/yr)		
Vehicle Ref #	Engine Year, Make, & Model	Odometer reading																
												0.00	0	0	0	0		
												0.00	0	0	0	0		
												0.00	0	0	0	0		
												0.00	0	0	0	0		
											Total	0	0	0	0	0		

Cost Effectiveness Results		Annual	Lifetime
1. VMT Reduced		131,520.00	574,560.00 Miles
2. Trips Reduced		3,840.00	11,520.00 Trips
3. ROG Emissions Reduced		0.03222	0.096 Tons
4. NOx Emissions Reduced		0.0170	0.051 Tons
5. PM Emissions Reduced		0.0039	0.162 Tons
6. PM Weighted Emissions Reduced		0.0658	0.197 Tons
7. CO2 Emissions Reduced		55,1953	165,496 Tons
8. Emission Reductions (ROG, NOx & PM)		0.1031	0.309 Tons
9. TCA Project Cost - Cost Effectiveness (ROG, NOx & PM)			273,925.19 /ton
10. TCA Project Cost - Cost Effectiveness (ROG, NOx & Weighted PM)			\$290,000 /ton

Notes & Assumptions

Provide all assumptions, rationales, and references for figures used in calculations.

Two key components in calculating cost-effectiveness are the number of vehicle trips eliminated per day and the trip length. A frequently used proxy is the % of survey respondents who report they would have driven alone if not for the service being provided. If survey data is not available, alternative **supporting documentation must be provided to justify the inputs used in the CE calculations.**

Trips Eliminated Per Day

This is number of trips by participants that would have driven as a single occupant vehicle if not for the service; **it is not the same as the total number of riders or participants.**

Trip Length

Only use the trip length of the **vehicle trip avoided** by only the riders or participants that would otherwise have driven alone.

Policy 11. Duplication

MTC's regional ridesharing program provides funding to counties. This funding may contain TFCA funding, which, if used in combination with TFCA funding, may violate Policy 11. Duplication.

"Calculations use ""Default Assumptions"" from page 34 of TFCA's ""County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2024"" document, under heading ""Bicycle Lockers & Racks."" These assumptions include: (1) # Years Effectiveness = 3; (2) # Trips/Day = 250 (250 racks x 2 bikes-per-rack x 0.5 trips); (3) Days/year = 240; and (4) Trip length 3 miles.

For eLockers, calculations use ""Default Assumptions"" from page 34 of TFCA's ""County Program Manager Fund Expenditure Plan Guidance for Fiscal Year Ending 2024"" document, under heading ""Bicycle Lockers & Racks."" (1) # Years Effectiveness = 3; (2) # Trips/Day = 16 (2 lockers x 4 bikes-per-locker x 2 trips); (3) Days/year = 240; and (4) Trip Length = 3 miles "

Page 44 of the FYE 2024 Guidance

<http://www.baaqmd.gov/tfca/dpm>

Bicycle Parking	# Years of Effectiveness # Trips/Day (1-way) eliminated	Enter in Cost Effectiveness Inputs, 3 yrs Enter in Step 1-Column A:
	Days/Yr Trip Length (1-way)	Capacity of lockers x 2 trip/day Capacity of cages x 0.75 trips per day Capacity of racks x 0.5 trips per day Enter in Step 1-Column B, 240 days Enter in Step 1-Column C, 3 miles

	Cost Per Rack	Number	Total Cost	Capacity	Trips per sf	Trips per D: Days per ye	Trip length
Racks	\$	150	250	\$ 37,500	2	0.5	240
Lockers	\$	26,000	2	\$ 52,000	4	2	240
				\$ 89,500			3

Cost per trip for each bicycle parking type

Racks	\$	150	per trip
Lockers	\$	3,250	per trip

ATTACHMENT B-1 – INSURANCE REQUIREMENTS FOR CONSULTING THIRD PARTY CONTRACTS

SPONSOR’S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT SPONSOR CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS CONTRACT.

INSURANCE

Without limiting Sponsor’s obligation to indemnify and hold harmless VTA, Sponsor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Sponsor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. Sponsor must furnish a Self-Insurance letter or an insurance certificate, within three (3) business days of any request for such by VTA.

A. Liability and Workers’ Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability. Auto Liability written on a “claims-made” basis is not acceptable.
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California and Employer’s Liability insurance.
- d. Professional Liability, including limited contractual liability coverage, covering liability arising out of any negligent act, error, mistake or omission in the performance of Sponsor’s services under this Agreement. This coverage must be continuously maintained for a minimum of two (2) years following completion of this Agreement. This coverage may be written on a claims made basis, if so, see special provisions in Section B.

2. Minimum Limits of Insurance

Sponsor must maintain limits no less than:

- a. General Liability (including umbrella/excess liability): \$2,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance or other form with a general aggregate limit is used either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.
- b. Automobile Liability (including umbrella/excess liability): \$2,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Professional Liability: \$2,000,000 each occurrence/aggregate minimum limit per claim. This requirement may be satisfied by a combination of Professional Liability insurance with Excess or Umbrella policies.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$250,000.

B. Claims Made Provisions (not applicable to General Liability or Auto Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

1. The policy must be in effect as of the date of this Agreement and the retroactive date must be no later than the date of this Agreement.
2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Sponsor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
3. No prior acts exclusion may be added to the policy during the contract period.
4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Sponsor's Pollution Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Sponsor, including VTA's general supervision of the Sponsor; products and completed operations of the Sponsor and its subcontractors; premises owned, occupied or used by the Sponsor; or automobiles owned, leased, hired or borrowed by the Sponsor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- b. Sponsor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Sponsor's insurance. Sponsor's insurance must not seek contribution from VTA's insurance program.
- c. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- d. Sponsor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Sponsor and its subcontractors for VTA

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Sponsor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

Sponsor must furnish VTA with a Self-Insurance Letter or a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The Sponsor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the "Certificate Holder" box include:

Santa Clara Valley Transportation Authority ("VTA")
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

If the Sponsor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Sponsor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If Sponsor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the Sponsor to suspend work at Sponsor's expense until a new policy of insurance is in effect.

ATTACHMENT B-2 – INSURANCE REQUIREMENTS FOR CONTRACTOR THIRD PARTY CONTRACTS

SPONSOR’S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT SPONSOR CONFER WITH THEIR INSURANCE CARRIERS OR BROKERS IN ADVANCE OF PROPOSAL SUBMISSION TO DETERMINE THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS REQUIRED BY THIS CONTRACT.

INSURANCE

Without limiting Sponsor’s obligation to indemnify and hold harmless VTA, Sponsor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Work hereunder by Sponsor, its agents, representatives, or employees, or subcontractors. The cost of such insurance must be included in Contract price. Sponsor must furnish a Self-Insurance letter or an insurance certificate, within three (3) business days of any request for such by VTA.

A. Liability and Workers’ Compensation Insurance

1. Minimum Scope of Coverage

Coverage must be at least as broad as:

- a. Insurance Services Office General Liability coverage (“occurrence” form CG 0001). General Liability insurance written on a “claims made” basis is not acceptable.
- b. Insurance Services Office Business Auto Coverage, Insurance Services Office form number CA 0001, covering Automobile Liability. Auto Liability written on a “claims-made” basis is not acceptable.
- c. Workers’ Compensation insurance as required by the Labor Code of the State of California and Employer’s Liability insurance.
- d. Pollution/Environmental Impairment Liability: covering liability arising out of the treatment, handling, storage, transportation, or accidental release of any hazardous material.

2. Minimum Limits of Insurance

Sponsor must maintain limits no less than:

- a. General Liability (including umbrella/excess liability): \$4,000,000 limit per occurrence for bodily injury, personal injury, and property damage. If General Liability Insurance

or other form with a general aggregate limit is used either the general aggregate limit must apply separately to this project/location or the general aggregate limit must be twice the required occurrence limit.

- b. Automobile Liability (including umbrella/excess liability): \$4,000,000 limit per accident for bodily injury and property damage.
- c. Workers' Compensation and Employer's Liability: Statutory Workers' Compensation limits and Employer's Liability limits of \$1,000,000 per accident.
- d. Sponsor's Pollution/Environmental Impairment Liability: \$2,000,000 per occurrence. This requirement may be satisfied by a combination of Pollution Liability insurance with Excess or Umbrella policies.

3. Self-Insured Retention

The certificate of insurance must disclose the actual amount of any deductible or self-insured retention, or lack thereof, for all coverages required herein. Any self-insured retention or deductible in excess of \$250,000.

B. Claims Made Provisions (not applicable to General Liability or Auto Liability)

Claims-made coverage is never acceptable for General Liability or Auto Liability. Claims-made may be considered for Professional, Environmental/Pollution, or Cyber Liability. If coverage is written on a claims-made basis, the Certificate of Insurance must clearly state so. In addition to all other coverage requirements, such policy must provide that:

- 1. The policy must be in effect as of the date of this Agreement and the retroactive date must be no later than the date of this Agreement.
- 2. If any policy is not renewed or the retroactive date of such policy is to be changed, the Sponsor must obtain or cause to be obtained the broadest extended reporting period coverage available in the commercial insurance market. This extended reporting provision must cover at least two (2) years.
- 3. No prior acts exclusion may be added to the policy during the contract period.
- 4. The policy allows for reporting of circumstances or incidents that might give rise to future claims.

C. Other Provisions

The policies must contain, or be endorsed to contain, the following provisions:

1. General Liability, Automobile Liability, and Sponsor's Pollution Liability

- a. VTA, its directors, officers, officials, employees and volunteers are to be named as additional insureds as respects: liability arising out of activities performed by or on behalf of the Sponsor, including VTA's general supervision of the Sponsor; products and completed operations of the Sponsor and its subcontractors; premises owned, occupied or used by the Sponsor; or automobiles owned, leased, hired or borrowed by the Sponsor. The coverage must contain no special limitations on the scope of protection afforded to VTA, its directors, officers, officials, employees, or volunteers. Additional Insured endorsements must provide coverage at least as broad as afforded by the combination of ISO CG 20 10 10 01 and CG 20 37 10 01.
- e. Sponsor's insurance coverage must be primary insurance as respects VTA, its directors, officers, officials, employees, and volunteers. Self-insurance or insurance that may be maintained by VTA, its directors, officers, officials, employees, or volunteers may apply only as excess to the Sponsor's insurance. Sponsor's insurance must not seek contribution from VTA's insurance program.
- f. Any failure to comply with reporting provisions of the policies may not affect coverage provided to VTA, its directors, officers, officials, employees, or volunteers.
- g. Sponsor's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

- a. The insurer must agree to waive all rights of subrogation against VTA, its directors, officers, officials, employees, and volunteers for losses arising from work performed by the Sponsor and its subcontractors for VTA.

3. Other Insurance Provisions

- a. The Certificate must disclose the actual amounts of all deductibles or self-insured retentions.
- b. If any coverage forms or endorsements required by this Contract are updated by their publishers, whether they be the insurance carrier(s), the Insurance Services office, or the American Association of Insurance Services, during the duration of this Contract, VTA reserves the rights to require the Sponsor to procure said coverage forms or endorsements using the updated versions upon the next renewal cycle.

D. Acceptability of Insurers

Insurance and bonds must be placed with insurers with an A.M. Best's rating of no less than A VII (financial strength rating of no less than A and financial size category of no less than VII), unless specific prior written approval has been granted by VTA.

E. Certificates of Insurance

Sponsor must furnish VTA with a Self-Insurance Letter or a Certificate of Insurance. The certificates for each insurance policy are to be signed by an authorized representative of that insurer. The certificates must be issued on a standard ACORD Form. The Sponsor must instruct their insurance broker/agent to submit all insurance certificates and required notices electronically in PDF format to Insurance.certificates@vta.org. All endorsements must be attached to the ACORD certificate in a single PDF document.

The certificates must (1) identify the insurers, the types of insurance, the insurance limits, the deductibles, and the policy term, (2) include copies of all the actual policy endorsements required above, and (3) in the “Certificate Holder” box include:

Santa Clara Valley Transportation Authority (“VTA”)
3331 North First Street
San Jose, CA 95134-1906

In the Description of Operations/Locations/Vehicles/Special Items Box, the VTA Contract number must appear, the list of policies scheduled as underlying on the Umbrella/Excess policy must be listed, Certificate Holder must be named as additional insured, and Waiver of Subrogation must be indicated as endorsed to all policies as stated in the Contract Documents.

If the Sponsor receives notice that any of the insurance policies required by this Exhibit may be cancelled or coverage reduced for any reason whatsoever, Sponsor must immediately provide written notice to VTA that such insurance policy required by this Exhibit is canceled or coverage is reduced.

F. Maintenance of Insurance

If Sponsor fails to maintain insurance as required herein, VTA, at its option, may suspend payment for work performed and/or may order the Sponsor to suspend work at Sponsor’s expense until a new policy of insurance is in effect.

**FUNDING AGREEMENT
BETWEEN THE CITY OF SAN JOSE AND
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR 2010 MEASURE B VEHICLE REGISTRATION FEE COUNTYWIDE
PROGRAM**

This Agreement (“**Funding Agreement**”) between the City of San Jose, a California municipal corporation, (“**GRANTEE**”), and the SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, a public agency, (“**VTA**”) is made as of the date of final execution by each party hereto.

RECITALS

- A. **Whereas**, in November of 2010, the voters of Santa Clara County authorized a TEN DOLLAR (\$10) increase in the Vehicle Registration Fee (“**VRF**”), referred to hereinafter as the “**PROGRAM**,” for transportation-related projects and adopted an expenditure plan which allocates the revenue to transportation-related programs and projects that have a relationship or benefit to the persons who pay the fee; and
- B. **Whereas**, the VTA Board of Directors has adopted administrative procedures for the PROGRAM; and
- C. **Whereas**, these administrative procedures state that VTA will execute program funding agreements with project grantees; and
- D. **Whereas**, the PROGRAM includes a “Countywide Program” that includes Intelligent Transportation System (ITS) technologies as an eligible project category; and
- E. **Whereas**, on November 2, 2023, the VTA Board approved VRF ITS funds for the San José Transit Signal Priority Technology Implementation – Bus and Light Rail Transit Analytics Portal (PROJECT); and
- F. **Whereas**, each party hereto (“**Party**”) desires to specify the terms and conditions under which VRF-ITS project grants are conducted and financed.

NOW, THEREFORE, in consideration of the mutual promises contained herein, each Party (collectively referred to as the “**Parties**”) agrees as follows:

AGREEMENT

1. **Grant of VRF Funds.** VTA hereby agrees to allocate to GRANTEE, a grant (“**Grant**”) in an amount not to exceed three hundred ninety four thousand DOLLARS (\$394,000) (“**Maximum Grant Amount**”). Said grant is provided to GRANTEE in return for GRANTEE’s agreement to implement the “**PROJECT.**” The use of PROJECT funds is for procurement of additional bus routes analytics in the existing City LYT Centralized Transit Signal Priority solution analytics portal, including the City’s staff support that should not exceed 10% of the Maximum Grant Amount. Approved PROJECT elements and costs are shown on Table 1 of Exhibit A attached hereto and incorporated by reference.

2. **Term.** The term of this Funding Agreement shall commence on the Effective Date (as defined as the last execution date in the signature block below) and shall continue until the earlier of: (i) the date that the PROJECT is completed or terminated; or (ii) 5:00 pm (Pacific Time) on December 31, 2025, unless otherwise extended in accordance with the terms of this Funding Agreement.

Any requests for additional time to complete PROJECT beyond December 31, 2025 must be submitted in writing to VTA no later than 5:00 pm (Pacific Time) on October 1, 2025 and document that significant progress has been made on the PROJECT. VTA may approve or deny such requests in its sole discretion. Written approval of the extension request by VTA shall state the extension term of this Agreement.

3. **Invoicing and Payment.**

- a. GRANTEE shall submit invoices at quarterly intervals to VTA for reimbursement of eligible costs incurred to implement the PROJECT commencing on the Effective Date. GRANTEE shall include auditable back-up documentation (time sheets, bills, etc.) with each invoice.
- b. VTA shall reimburse GRANTEE's PROJECT eligible costs up to the Maximum Grant Amount. VTA will allocate to GRANTEE the VRF funds only on a cost reimbursement basis and only for documented eligible costs of the PROJECT. GRANTEE agrees that VRF-ITS funds will be utilized only after GRANTEE exhausts the PROJECT'S other existing funding allocation.
- c. VTA shall, within twenty (20) days after receipt of an invoice that conforms to the requirements set forth in this Funding Agreement, reimburse GRANTEE for all eligible expenditures not reimbursed by other PROJECT funding up to the Maximum Grant Amount.
- d. GRANTEE shall submit Bi-Annual Reports ("Report") of GRANTEE's expenditures of PROGRAM funds and associated interest, in a form to be provided by VTA to GRANTEE. Each Report will provide PROJECT status to date and a status update for uncompleted tasks. Reports are due from GRANTEE to VTA no later than April 15 and October 15 of each year as a condition of receiving funds. GRANTEE should include photographs to document work performed as appropriate and requested by VTA.

4. **Naming of Project Liaison.** Prior to execution of this Funding Agreement, GRANTEE shall notify VTA of the name of the GRANTEE's PROJECT liaison (the "**Liaison**") and of the Liaison's address, telephone number and email address. The Liaison shall be the liaison to VTA pertaining to implementation of this Funding Agreement and shall be the contact for information about the PROJECT. GRANTEE shall notify VTA in writing of any change of Liaison or of the Liaison's contact information. Where possible, such notification shall be delivered to VTA no later than thirty (30) days prior to the date of any change.

5. **Maintenance of Records.** GRANTEE shall maintain PROJECT financial records, books, documents, papers, accounting records and other evidence pertaining to costs for five (5) years after the PROJECT's completion. GRANTEE shall make such records available to VTA upon request for review and audit purposes. Financial audits will be performed at VTA's discretion. VTA will notify GRANTEE in writing in advance of any audit or other PROJECT review.
6. **Credit of Funding Contribution.** GRANTEE shall include a reference to VTA's funding contribution on all signage, electronic or printed materials related to the PROJECT that are distributed to the public. VTA shall provide a copy of VTA logos to GRANTEE for use in complying with the requirements of this provision.
7. **Indemnities.**
 - a. Neither VTA 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 GRANTEE under or in connection with any work, authority or jurisdiction delegated to VTA or GRANTEE under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, GRANTEE shall fully defend, indemnify, and save harmless VTA from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by GRANTEE under or in connection with any work, authority or jurisdiction delegated to GRANTEE under this Funding Agreement. This provision shall survive the termination of this Funding Agreement.
 - b. Neither GRANTEE 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 VTA under or in connection with any work, authority or jurisdiction delegated to GRANTEE or VTA under this Funding Agreement. Both Parties agree that pursuant to Government Code 895.4, VTA shall fully defend, indemnify, and save harmless GRANTEE from all suits or actions of every name, kind and description brought on for or on account of injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by VTA under or in connection with any work, authority or jurisdiction delegated to VTA under this Funding Agreement. This provision shall survive the termination of this Funding Agreement.
8. **Changes to Terms of Agreement.** No amendment, alteration or variation of the terms of this Funding Agreement shall be valid unless made in writing and signed by both of the parties hereto and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.
9. **Entire Agreement.** This Funding Agreement represents the full and complete understanding of the Parties with respect to the PROJECT. Any prior or contemporaneous oral or written agreements by and between the Parties or their agents and representatives with respect to the subject matter of this Funding Agreement are revoked and extinguished hereby.

10. **Assignment.** GRANTEE shall not assign this Funding Agreement without the prior written authorization of the VTA. Any assignment made in the absence of such authorization shall be deemed void *ab initio* and without legal effect.
11. **Binding on Successors and Assigns.** This Funding Agreement shall be binding upon each Party and any of its successors and/or permitted assigns.
12. **Notices.** Each Party shall give any notice which may be required under this Funding Agreement in writing. Such notice shall be effective when received, and shall be given by personal service, by the U.S. Postal Service or by certified mail, to the addresses set forth below, or to such addresses which may be specified in writing by the Parties hereto.

To VTA:

Deborah Dagang
Director of Planning and
Program Development
Santa Clara Valley Transportation Authority
3331 North 1st Street
Building B2
San José, CA 95134

To GRANTEE:

John Ristow
Director, Department of
Transportation
City of San Jose
200 E. Santa Clara
San Jose, CA 95113

13. **Signature Authority.** Each Party to this Funding Agreement represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this Funding Agreement on its behalf.
14. **Strict Performance.** The failure of either Party to insist upon the strict performance of any of the terms, covenants and conditions of this Funding Agreement shall not be deemed a waiver of any right or remedy that either Party may have, and shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.
15. **Dispute Resolution.** If a question arises regarding interpretation of this Funding Agreement or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation shall give written notice thereof to the other Party. The Parties shall promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
16. **Choice of Law; Venue.** This Funding Agreement shall be construed and its performance enforced under California law. In the event that suit shall be brought by either Party to this Funding Agreement, the Parties agree that venue shall be exclusively vested in the State courts of the County of Santa Clara or, if federal jurisdiction is appropriate, exclusively in the United States District Court for the Northern District of California, in San José, California.

17. **Interpretation of this Funding Agreement.** The Parties hereto acknowledge and agree that, although this Funding Agreement was originally drafted by VTA's legal counsel, GRANTEE and its legal counsel have reviewed and negotiated the terms of this Funding Agreement with the VTA. Consequently, the doctrine that ambiguities in an agreement should be resolved against the drafting party shall not be employed in connection with this Funding Agreement, which shall be interpreted in accordance with its fair meaning.
18. **Counterparts.** This Funding Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

Signatures of Parties on following page.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date shown below:

**CITY OF SAN JOSE
(GRANTEE)**

**SANTA CLARA VALLEY
TRANSPORTATION AUTHORITY (VTA)**

Toni J. Taber, City Clerk

Carolyn Gonot, General Manager/CEO

Date: _____

Date: _____

Approved as to Form:

Approved as to Form:

Matthew Tolnay, City Attorney

Ed Moran, Senior Assistant Counsel

Exhibit A

Table 1 – Proposed VRF Project Elements & Costs

Project Element	No. of Units	Cost per Unit	Total Cost
<i>San Jose</i>			
Bus Travel Analytics Portal (Setup and Monitoring)	19	\$ 10,800	\$ 205,200
Bus License & Support (10 years)	19	\$ 94	\$ 1,800
Light Rail Analytics Portal (Setup & Monitoring)	3	\$ 10,800	\$ 32,400
Light Rail License & Support (10 years)	3	\$ 300	\$ 900
Live TSP Reporting for Light Rail Intersections	67	\$ 900	\$ 60,300
Custom Engineering (6 weeks of Development)	L.S.	\$ 54,000	\$ 54,000
City Engineering Support	L.S.	\$ 39,400	\$ 39,400
Subtotal			\$ 394,000