



# City of Palo Alto

## City Council Staff Report

(ID # 9444)

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**Report Type: Consent Calendar**

**Meeting Date: 8/13/2018**

**Summary Title: Approve ProspectSV Contract for Mobility on Demand FTA Grant**

**Title: Approval of an Agreement With Prospect Silicon Valley, for a Not-To-Exceed Amount of \$225,000, for a Term of 18 Months, to be Principal Investigator for the City's Fair Value Commuting Project in Cooperation With the Federal Transit Administration**

**From: City Manager**

**Lead Department: City Manager**

### **Recommendation**

Staff recommends that Council Authorize the City Manager to enter into an agreement with Prospect Silicon Valley, not-to-exceed of \$225,000 for a term of approximately 18 months, to be principal investigator for the City's Fair Value Commuting project. This project is being partially funded with a grant from the Federal Transit Administration.

### **Background**

On January 9, 2017, Staff Report "Authorize City Manager to execute and file an application for \$1.085M FTA Mobility Grant" ([CMR No. 7618](#)) was put before Council on consent. The staff report requested a resolution authorizing the City Manager to execute and file an application on behalf of the City of Palo Alto to the Federal Transit Administration (FTA) for the management of and participation in a research and development grant award to enhance and evaluate a comprehensive technology/policy solution called Fair Value Commuting (FVC). This research project is designed to advance the strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions and improve access to effective mobility options. Executing and filing this application allowed Staff to reach a Cooperative Agreement<sup>1</sup> with the FTA. Staff agreed to return to Council once it reached a Cooperative Agreement. Council approved this in Resolution No. 9659 (Attachment A). Staff is now returning to Council with vendor contracts as they are developed.

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<sup>1</sup> With a cooperative agreement, FTA program management and the grantee cooperatively resolve issues. This may include re-negotiating the statement of work. If evaluation metrics are not met, this is noted in the final report, but there is no penalty. See: [https://www.purdue.edu/business/sps/pdf/Grant\\_vs\\_Contract.pdf](https://www.purdue.edu/business/sps/pdf/Grant_vs_Contract.pdf)

## **Discussion**

City Council authorized the City Manager to enter into a Cooperative Agreement with the FTA to execute the Fair Value Commuting Cooperative Agreement. On February 15, 2017, the City entered into this agreement (Attachment B). Staff is now ready to execute vendor contracts. The key project partners for this grant consist of software vendors, a policy vendor, as well as the Principal Investigator, Prospect Silicon Valley. This staff report recommends authorizing the contract for the Principal Investigator (Attachment C).

Prospect Silicon Valley is a nonprofit cleantech innovation hub with the aim of solving the biggest challenges faced by cities. It drives the adoption of cleantech solutions in mobility, transportation, energy and the built environment. Within its role of Principal Investigator, Prospect Silicon Valley shall provide professional services and subject matter expertise for the implementation of FCV and shall work under the direction of the City and in conjunction with the project vendors and partners to develop and implement the grant. Six tasks define Prospect Silicon Valley's scope of services in support of the implementation of FVC:

(1) Project Administration; (2) Software Enhancement and Development; (3) Employer Pilots; (4) Gap Filling; (5) Policy Work and Knowledge Sharing; and (6) Draft and Final Project Report.

Staff is in negotiations with the other three key project vendors and anticipates bringing the remaining three contracts forward on August 27, 2018:

- Luum – Software Vendor
- RideAmigos – Software Vendor
- SPUR – Policy Vendor

Staff did not go out for solicitation for the software and technology vendors because the vendors were included in the grant proposal to the FTA. The vendors are fundamental to the grant award, are considered subject matter experts in their respective fields and have unique capabilities. The vendors were approved by the FTA with specific work scopes for demonstration and are key project partners.

## **Resource Impacts**

FTA grant funding in the amount of \$780,000 was recognized and appropriated in the City Manager's Office as part of the FY 2019 Adopted Operating Budget to fund and execute the Fair Value Commuting Cooperative Agreement. This funding will be used for the \$225,000 Principal Investigator contract with Prospect Silicon Valley recommended in this staff report as well as the additional contracts that are anticipated to be recommended to Council on August 27, 2018.

## **Policy Implications**

The recommendation in this report does not represent a change in City policies.

**Environmental Review**

This project is categorically exempt from CEQA pursuant to Sections 15301 (Existing Facilities) and 15306 (Information Collection).

**Attachments:**

- Attachment A - Authorizing Resolution 9659
- Attachment B - FTA Cooperative Agreement
- Attachment C - City of Palo Alto Contract No.C19173096 Agreement Between the City of Palo Alto and Prospect Silicon Valley for Professional Services

Resolution No. 9659

Resolution authorizing the filing of applications with the Federal Transit Administration, an operating administration of the United States Department of Transportation, for federal transportation assistance authorized by 49 U.S.C. Chapter 53; title 23, United States Code, or other federal statutes administered by the Federal Transit Administration, for the Fair Value Commuting (FVC) initiative.

WHEREAS, the Federal Transit Administrator has been delegated authority to award federal financial assistance for a transportation project;

WHEREAS, the grant or cooperative agreement for federal financial assistance will impose certain obligations upon Palo Alto ("the applicant"), and may require the applicant to provide the local share of the project cost;

WHEREAS, the applicant has or will provide all annual certifications and assurances to the Federal Transit Administration required for the project;

NOW, THEREFORE, the Council of the City of Palo Alto RESOLVES as follows:

SECTION 1. That the City Manager is authorized to execute and file an application for federal assistance on behalf of The City of Palo Alto with the Federal Transit Administration for federal assistance authorized by 49 U.S.C. Chapter 53, title 23, United States Code, or other federal statutes authorizing a project administered by the Federal Transit Administration, for the Fair Value Commuting (FVC) project.

SECTION 2. That the City Manager is authorized to execute and file with the City's applications the annual certifications and assurances and other documents the Federal Transportation Administration requires before awarding a federal assistance grant or cooperative agreement.

SECTION 3. That the City Manager is authorized, in accordance with the procedures in local law, to execute grant and cooperative agreements with the Federal Transit Administration on behalf of The City of Palo Alto.

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**SECTION 4.** The Council finds the application and acceptance of the FTA grant for the Fair Value Commuting project to be categorically exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines §15306 (basic data collection, research, experimental management and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource).

INTRODUCED AND PASSED: January 9, 2017

AYES: DUBOIS, FILSETH, FINE, HOLMAN, KNISS, KOU, SCHARFF, TANAKA, WOLBACH

NOES:

ABSENT:

ABSTENTIONS:

ATTEST:

DocuSigned by:  
*Beth Minor*  
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\_\_\_\_\_  
City Clerk

DocuSigned by:  
*H. Gregory Seeliger*  
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\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

DocuSigned by:  
*Molly Stump*  
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\_\_\_\_\_  
City Attorney

APPROVED:  
DocuSigned by:  
*J. H. J. Jr.*  
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\_\_\_\_\_  
City Manager

DocuSigned by:  
*Hillary Gitelman*  
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\_\_\_\_\_  
Director of Planning and Community Environment

DocuSigned by:  
*[Signature]*  
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\_\_\_\_\_  
Director of Administrative Services

CERTIFICATION The undersigned duly qualified City Clerk, acting on behalf of The City of Palo Alto, certifies that the foregoing is a true and correct copy of a resolution adopted at a legally convened meeting of the Council of the City of Palo Alto held on January 9, 2017.

*Beth Minor*  
\_\_\_\_\_  
City Clerk

1/12/2017  
\_\_\_\_\_  
Date

### Certificate Of Completion

Envelope Id: 2C155375440146AEBF43A286CE055C81	Status: Completed
Subject: Please DocuSign this document: RESO 9659 FTA.pdf	
Source Envelope:	
Document Pages: 2	Signatures: 6
Supplemental Document Pages: 0	Initials: 0
Certificate Pages: 6	
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Kim Lunt
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	kimberly.lunt@cityofpaloalto.org
	IP Address: 199.33.32.254

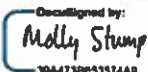
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1/11/2017 1:45:32 PM	kimberly.lunt@cityofpaloalto.org	

### Signer Events

Molly Stump  
Molly.Stump@CityofPaloAlto.org  
City Attorney  
City of Palo Alto  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  
ID:

### Signature

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Lalo Perez  
Lalo.Perez@CityofPaloAlto.org  
Chief Financial Officer  
City of Palo Alto  
Security Level: Email, Account Authentication (None)  
Electronic Record and Signature Disclosure: Not Offered via DocuSign  
ID:

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Signed using mobile

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Hillary Gitelman  
Hillary.Gitelman@CityofPaloAlto.org  
Security Level: Email, Account Authentication (None)

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Using IP Address: 199.33.32.254



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Signed: 1/12/2017 8:19:16 AM

Electronic Record and Signature Disclosure: Not Offered via DocuSign  
ID:

James Keene  
james.keene@cityofpaloalto.org  
City Manager  
City of Palo Alto  
Security Level: Email, Account Authentication (None)  
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ID: 44fe333a-6a81-4cb7-b7d4-925473ac82e3

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Signed using mobile

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Signer Events	Signature	Timestamp
<p>H. Gregory Scharff  greg.scharff@cityofpaloalto.org  Mayor  City of Palo Alto  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    8FB3705F0903MEA  Using IP Address: 70.213.0.121  Signed using mobile</p>	<p>Sent: 1/12/2017 10:52:00 AM  Viewed: 1/12/2017 10:52:58 AM  Signed: 1/12/2017 10:53:05 AM</p>
<p>Beth Minor  Beth.Minor@CityofPaloAlto.org  City Clerk  City of Palo Alto  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  ID:</p>	<p>DocuSigned by:    45F95020B71482  Using IP Address: 199.33.32.254</p>	<p>Sent: 1/12/2017 10:53:06 AM  Viewed: 1/12/2017 10:57:30 AM  Signed: 1/12/2017 10:57:48 AM</p>
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<p>Hillary Rupert  hillary.rupert@cityofpaloalto.org  Security Level: Email, Account Authentication (None)  Electronic Record and Signature Disclosure: Not Offered via DocuSign  ID:</p>	<p><b>COPIED</b></p>	<p>Sent: 1/11/2017 1:51:46 PM  Viewed: 1/11/2017 2:34:02 PM</p>
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## Award

<b>Federal Award Identification Number (FAIN)</b>	CA-2017-020-00
<b>Temporary Application Number</b>	2303-2017-1
<b>Award Name</b>	Bay Area Fair Value Commuting (FVC) Demonstration Project
<b>Award Status</b>	Obligated / Ready for Execution
<b>Award Budget Number</b>	0

### Part 1: Recipient Information

**Name: PALO ALTO, CITY OF**

Recipient ID	Recipient OST Type	Recipient Alias	Recipient DUNS
2303	City	CITY OF PALO ALTO	050520782

Location Type	Address	City	State	Zip
Headquarters	250 HAMILTON AVE	PALO ALTO	CA	94301
Physical Address	250 HAMILTON AVE	PALO ALTO	CA	94301
Mailing Address	P. O. BOX 10250	PALO ALTO	CA	94303

### Union Information

There are no union contacts for this application

### Part 2: Award Information

**Title: Bay Area Fair Value Commuting (FVC) Demonstration Project**

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CA-2017-020-00	Obligated / Ready for Execution	Cooperative Agreement	1/17/2017	1/17/2017	No



## **Award Executive Summary**

The Bay area Fair Value Commuting (FVC) Demonstration Project is a Mobility on Demand (MOD) research and demonstration project.

In pursuit of Bay Area congestion relief and air quality improvement, state/regional/local objectives have converged on 15% per-capita VMT reduction and 2x transit/biking use. In pursuit of regional objectives, this MOD Sandbox demonstration project has the potential to gradually reduce Bay Area single occupancy vehicle (SOV) commute share from 75% to 50%. The demonstration project's technology/policy solution is called Fair Value Commuting and consists of five components.

- Enterprise Commute Trip Reduction (ECTR) software.
- Mobility Aggregation (MobAg) app, a mobile multimodal trip planning application.
- A revenue-neutral workplace parking feebate.
- Gap Filling analytics; and
- Reduction of systemic obstacles to transit use.

The total eligible project cost is \$1,356,250. The federal funding will include \$329,842 in FY14, and \$755,158 in FY 16 Section 5312 funding for a total federal participation of \$1,085,000. These funds will be matched with \$271,250 in local cost share.

Attachments to this application include the project's Statement of Work (SOW).

This application includes funds for Research and/or Development activities.

**Federal Role:** The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct project activities and funding for the project supported under this Award and their related activities.

**Recipient Role:** The City of Palo Alto, along with its project partners, will manage the project as outlined in the attached statement of work including, preparing technical, status, and financial reports; and submitting deliverables.

### **Special Conditions:**

The recipient will ensure the project team cooperates and provides support to the independent evaluator, as designated by FTA, in their efforts to evaluate the MOD Sandbox projects and the overall MOD Sandbox program, including input to the evaluation plan, as appropriate, and ensuring their MOD sandbox project team provides the independent evaluator qualitative and/or quantitative data as specified in the evaluation plan.

The recipient will develop a plan for how the project will address accessible and equitable mobility service for all travelers and will address in particular how the project will provide equivalent service for all travelers as required by U.S. DOT ADA regulations.

The recipient will coordinate with FTA any significant media relations and community outreach directly related to the MOD Sandbox program.

The local share of this award may be deferred as necessary, consistent with the project milestone schedule. The recipient will be reimbursed for actual costs, as detailed in the project milestone schedule and project budget. The Recipient agrees that it will maintain adequate cost records to support any payment request, and that the payment requested will not exceed the Federal share of the costs actually incurred for the milestone.

The Recipient shall comply with the requirements of FTA Circular 6100.1E, "Research, Technical Assistance and Training Program: Application Instructions and Program Management Guidelines."

The Recipient is responsible for awarding or managing any third party contracts or partnering arrangements associated with this project in accordance with the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements."

**Delinquent Federal Debt**

No, my organization does not have delinquent federal debt.

**Requires E.O. 12372 Review**

No, this application does not require E.O. 12372 Review.

**Subject to Pre-Award Authority**

Yes, this application is subject to Pre-Award Authority.

**Will this Grant be using Lapsing Funds?**

No, this Grant does not use Lapsing Funds.

**Frequency of Milestone Progress Reports (MPR)**

Quarterly

**Frequency of Federal Financial Reports (FFR)**

Quarterly

**Award Point of Contact Information**

First Name	Last Name	Title	E-mail Address	Phone
Christina	Gikakis		Christina.Gikakis@dot.gov	(202) 366-2637
Gil	Friend	Chife Sustainability Officer	gil.friend@cityofpaloalto.org	650-329-2447

**Award Budget Control Totals**

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,356,251</b>

**Award Budget**

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2017-020-01-00	550-00 (550-A1) Research Projects	\$1,085,000.00	\$271,251.00	\$1,356,251.00	0
CA-2017-020-01-00	55.14.00 MANAGERIAL, TECHNICAL & PROFESSIONAL	\$32,000.00	\$8,000.00	\$40,000.00	0
CA-2017-020-01-00	55.54.00 OTHER	\$48,000.00	\$12,000.00	\$60,000.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$755,158.00	\$188,790.00	\$943,948.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$249,842.00	\$62,461.00	\$312,303.00	0

### Earmark and Discretionary Allocations

Earmark ID	Earmark Name	Amount Applied
D2017-MODD-004	Bay Area Fair Value Commuting Demonstration (Palo Alto)	\$755,158
D2017-MODD-003	Bay Area Fair Value Commuting Demonstration (Palo Alto)	\$329,842

### Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount
CA-26-1013	CA-2017-020-01-00	Research Projects	550-00 (550)	A1	060000	California	2014.23.26.TD.1	01	Tech demonstration & deployment	\$329,842
CA-26-1013	CA-2017-020-01-00	Research Projects	550-00 (550)	A2	060000	California	2016.25.26.TD.2	01	Research, Development, Demonstration, and Deployment	\$755,158

### Part 3: Project Information

## Project Title: Bay Area Fair Value Commuting (FVC) Demonstration Project

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CA-2017-020-01-00	2303-2017-1-P1	1/17/2017	10/13/2016	7/1/2019

### Project Description

The FVC demo project will demonstrate how technology can aid in reducing traffic congestion. The project will take place in Silicon Valley, which has one of the highest congestion levels in the nation; and will span approximately two years. The demo project will be lead by the City of Palo Alto in conjunction with Joint Venture Silicon Valley.

### Project Benefits

Key FVC benefits on a Regional scale are:

- Creates \$670M/year of new transit, biking, carpool, and mobility service funding out of thin air (equivalent to a half-cent sales tax).
- Benefits lower income workers more than higher income workers.
- Reduces 1M car trip/day, 1.3M tons/GHG/year, 3.4B VMT/year at a “negative cost” of \$558/ton GHG reduced.
- Creates a large new pro-transit voting constituency

### Additional Information

The FVC demonstration project's Statement of Work (SOW) is attached to this grant application.

### Location Description

The demonstration project will take place in the San Francisco, California, Bay Area, specifically Silicon Valley.

## Project Location (Urbanized Areas)

UZA Code	Area Name
060000	California

## Congressional District Information

State	District	Representative
California	18	Anna Eshoo
California	17	Ro Khanna

## Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158

Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,356,251</b>

## Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CA-2017-020-01-00	550-00 (550-A1) Research Projects	\$1,085,000.00	\$271,251.00	\$1,356,251.00	0
CA-2017-020-01-00	55.14.00 MANAGERIAL, TECHNICAL & PROFESSIONAL	\$32,000.00	\$8,000.00	\$40,000.00	0
CA-2017-020-01-00	55.54.00 OTHER	\$48,000.00	\$12,000.00	\$60,000.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$755,158.00	\$188,790.00	\$943,948.00	0
CA-2017-020-01-00	55.74.00 OTHER PROJECT COSTS	\$249,842.00	\$62,461.00	\$312,303.00	0

## Project Budget Activity Line Items

### Budget Activity Line Item: 55.14.00 - MANAGERIAL, TECHNICAL & PROFESSIONAL

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.14.00	MANAGERIAL, TECHNICAL & PROFESSIONAL	PERSONNEL	0

#### Extended Budget Description

This line item is for City of Palo Alto staff and internal resources to support grant project.

**Will 3rd Party contractors be used to fulfill this activity line item?**

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$32,000
Local			\$0
Local/In-Kind			\$8,000
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$40,000</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start date is date of Letter of No Prejudice issued for the project, and beginning of initial project activities. Estimated completion date is estimated date project activities will be completed.
End Date	7/1/2017	End date is end of project activities.

**Budget Activity Line Item: 55.54.00 - OTHER**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.54.00	OTHER	CONTRACTUAL	0

**Extended Budget Description**

This line item covers 3rd party support products and services such as travel, equipment, supplies, and project support consulting services.

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$48,000
Local			\$0
Local/In-Kind			\$12,000
State			\$0
State/In-Kind			\$0
Other Federal			\$0

Transportation Development Credit	\$0
<b>Total Eligible Cost</b>	<b>\$60,000</b>

Milestone Name	Est. Completion Date	Description
Completion Date	7/1/2019	This milestone covers project support provided through 3rd party vendors, project travel, supplies, and equipment.
Start Date	10/13/2016	The start date of this milestone is the date of the Letter of No Prejudice issued for the project on 10/13/2016.

**Budget Activity Line Item: 55.74.00 - OTHER PROJECT COSTS**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.74.00	OTHER PROJECT COSTS	OTHER	0

**Extended Budget Description**  
This activity line item covers work performed by project "Key Partners" as listed in the City's Project Proposal responding to Federal Register / Vol. 81, No. 85 / Tuesday, May 3, 2016 "Public Transportation Innovation Funding Opportunity; Mobility on Demand (MOD) Sandbox Demonstration Program". Specifically paragraph "C. Eligibility Information" of this Federal Register Notice indicates among other things: "A key partner is essential to the project as approved by FTA and is therefore eligible for a noncompetitive award by the applicant to provide goods or services described in the application."

**Will 3rd Party contractors be used to fulfill this activity line item?**  
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$249,842
Local			\$0
Local/In-Kind			\$62,461
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$312,303</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start date is date of Project Letter of No Prejudice 10/13/2016.
End Date	7/1/2019	End date is completion of project activities.

**Budget Activity Line Item: 55.74.00 - OTHER PROJECT COSTS**

Scope Name / Code	Line Item #	Custom Item Name	Activity	Quantity
Research Projects (550-00)	55.74.00	OTHER PROJECT COSTS	OTHER	0

**Extended Budget Description**

This activity line item covers work performed by project "Key Partners" as listed in the City's Project Proposal responding to Federal Register / Vol. 81, No. 85 / Tuesday, May 3, 2016 "Public Transportation Innovation Funding Opportunity; Mobility on Demand (MOD) Sandbox Demonstration Program". Specifically paragraph "C. Eligibility Information" of this Federal Register Notice indicates among other things: "A key partner is essential to the project as approved by FTA and is therefore eligible for a noncompetitive award by the applicant to provide goods or services described in the application."

**Will 3rd Party contractors be used to fulfill this activity line item?**

Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$188,790
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$943,948</b>

Milestone Name	Est. Completion Date	Description
Start Date	10/13/2016	Start Date is the date of the Project's Letter of No Prejudice.
End Date	7/1/2019	End Date is date of completion of project activities.

**Project Environmental Findings****Finding: Class II(c) - Categorical Exclusions (C-List)****Class Level Description**

Class II(c) consists of projects called categorical exclusions (CEs) which are known not to have, either individually or cumulatively, a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. Class II(c) does not require documentation.

**Categorical Exclusion Description**

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit



authorities to continue existing service or increase service to meet routine demand.

<b>Date</b>	<b>Description</b>	<b>Date</b>
	Class IIc CE Approved	1/9/2017

## Part 4: Fleet Details

No fleet data exists for this application.

## Part 5: FTA Review Comments

### FTA Review Internal Comments

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**Comment By Christina Gikakis**

Comment Type Environmental Concurrence

Date 1/18/2017

Comment This project has a categorical exclusion.

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**Comment By Christina Gikakis**

Comment Type Technical Concurrence

Date 1/18/2017

Comment The Project Manager has reviewed and approved this application and submits it for approval.

---

**Comment By Gwo-Wei Torng**

Comment Type Operations Concurrence

Date 2/9/2017

Comment

---

**Comment By Jamie Pfister**

Comment Type Planning Concurrence

Date 2/9/2017

Comment Selected as part of 2016 MOD Sandbox; ready for award of these funds previously announced in Oct 2016.

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**Comment By Stephen Pereira**

Comment Type      Legal Concurrence

Date                      2/10/2017

Comment

**Comment By    Vincent Valdes**

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Comment Type      RA Concurrence

Date                      2/10/2017

Comment

## Part 6: Agreement

**UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION**

**COOPERATIVE AGREEMENT  
(FTA C-23, October 1, 2016)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official sign this Cooperative Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Cooperative Agreement with FTA, and binds its compliance with the terms of this Cooperative Agreement.

The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(23), October 1, 2016, <http://www.fta.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS COOPERATIVE AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS COOPERATIVE AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

**FTA AWARD**

Federal Transit Administration (FTA) hereby awards a Federal grant as follows:

**Recipient Information**

Recipient Name: PALO ALTO, CITY OF

Recipient ID: 2303

DUNS No: 050520782

## **Award Information**

Federal Award Identification Number: CA-2017-020-00

Award Name: Bay Area Fair Value Commuting (FVC) Demonstration Project

Award Executive Summary: The Bay area Fair Value Commuting (FVC) Demonstration Project is a Mobility on Demand (MOD) research and demonstration project.

In pursuit of Bay Area congestion relief and air quality improvement, state/regional/local objectives have converged on 15% per-capita VMT reduction and 2x transit/biking use. In pursuit of regional objectives, this MOD Sandbox demonstration project has the potential to gradually reduce Bay Area single occupancy vehicle (SOV) commute share from 75% to 50%. The demonstration project's technology/policy solution is called Fair Value Commuting and consists of five components.

- Enterprise Commute Trip Reduction (ECTR) software.
- Mobility Aggregation (MobAg) app, a mobile multimodal trip planning application.
- A revenue-neutral workplace parking feebate.
- Gap Filling analytics; and
- Reduction of systemic obstacles to transit use.

The total eligible project cost is \$1,356,250. The federal funding will include \$329,842 in FY14, and \$755,158 in FY 16 Section 5312 funding for a total federal participation of \$1,085,000. These funds will be matched with \$271,250 in local cost share.

Attachments to this application include the project's Statement of Work (SOW).

This application includes funds for Research and/or Development activities.

**Federal Role:** The FTA will actively participate in the project activities by directing activities, attending review meetings, commenting on technical reports, and maintaining frequent contact with the local project manager. FTA reserves the right to re-direct project activities and funding for the project supported under this Award and their related activities.

**Recipient Role:** The City of Palo Alto, along with its project partners, will manage the project as outlined in the attached statement of work including, preparing technical, status, and financial reports; and submitting deliverables.

### **Special Conditions:**

The recipient will ensure the project team cooperates and provides support to the independent evaluator, as designated by FTA, in their efforts to evaluate the MOD Sandbox projects and the overall MOD Sandbox program, including input to the evaluation plan, as appropriate, and ensuring their MOD sandbox project team provides the independent evaluator qualitative and/or quantitative data as specified in the evaluation plan.

The recipient will develop a plan for how the project will address accessible and equitable mobility service for all travelers and will address in particular how the project will provide equivalent service for all travelers as required by U.S. DOT ADA regulations.

The recipient will coordinate with FTA any significant media relations and community outreach directly related to the MOD Sandbox program.

The local share of this award may be deferred as necessary, consistent with the project milestone schedule. The recipient will be reimbursed for actual costs, as detailed in the project milestone schedule and project budget. The Recipient agrees that it will maintain adequate cost records to support any payment request, and that the payment requested will not exceed the Federal share of the costs actually incurred for the milestone.

The Recipient shall comply with the requirements of FTA Circular 6100.1E, "Research, Technical Assistance and Training Program: Application Instructions and Program Management Guidelines."

The Recipient is responsible for awarding or managing any third party contracts or partnering arrangements associated with this project in accordance with the requirements of FTA Circular 4220.1F, "Third Party Contracting Requirements."

Total Award Budget: \$1,356,251.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$1,085,000.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$271,251.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$1,085,000.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$271,251.00

### Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,356,251</b>

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

### Project Information

Project Number	Project Title	Project Description
CA-2017-020-01-00	Bay Area Fair Value Commuting (FVC)	The FVC demo project will demonstrate how technology can aid in reducing traffic congestion. The project will take place in Silicon

Demonstration Project Valley, which has one of the highest congestion levels in the nation; and will span approximately two years. The demo project will be lead by the City of Palo Alto in conjunction with Joint Venture Silicon Valley.

**Project Funding Summary**

<b>Funding Source</b>	<b>Section of Statute</b>	<b>CFDA Number</b>	<b>Amount</b>
49 USC 5312 - Research, Development, Demonstration, Deployment	5312	20514	\$329,842
49 USC 5312 - (FAST) Public Transportation Innovation	5312-1	20514	\$755,158
Local			\$0
Local/In-Kind			\$271,251
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
<b>Total Eligible Cost</b>			<b>\$1,356,251</b>

**U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:**

Original Certification Date:

**TERMS AND CONDITIONS**

**Special Conditions**

There are no special conditions.

Awarded By:  
 Jamie Pfister  
 Supervisor  
 FEDERAL TRANSIT ADMINISTRATION  
 U.S. DEPARTMENT OF TRANSPORTATION  
 Contact Info:  
 Award Date: 2/15/2017 1:40 PM GMT+00:00

**EXECUTION OF THE COOPERATIVE AGREEMENT**

There are several identical counterparts of this Cooperative Agreement in typewritten hard copy. Each counterpart is:

- (1) Fully signed in writing by the duly authorized officials of FTA or the Federal Government and the Recipient, and
- (2) Deemed to be an original having identical legal effect.

Upon full execution of this Cooperative Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Cooperative Agreement.

By executing this Cooperative Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
  - (a) Statements,
  - (b) Representations,
  - (c) Warranties,
  - (d) Covenants, and
  - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed By:

*PALO ALTO, CITY OF*

**CITY OF PALO ALTO CONTRACT NO. C19173096  
AGREEMENT BETWEEN THE CITY OF PALO ALTO AND  
PROSPECT SILICON VALLEY FOR PROFESSIONAL SERVICES**

This Agreement is entered into on this 31<sup>st</sup> day of July, 2018, (“Agreement”) by and between the **CITY OF PALO ALTO**, a California chartered municipal corporation (“CITY”), and **PROSPECT SILICON VALLEY**, a nonprofit public benefit corporation, located at 1608 Las Plumas Ave., San Jose, California 95133 (“CONSULTANT”).

**RECITALS**

The following recitals are a substantive portion of this Agreement.

A. CITY intends to obtain assistance to develop and implement the Fair Value Commuting (FVC) (“Project”) and desires to engage a consultant to provide subject matter expertise services in connection with the Project (“Services”).

B. CONSULTANT has represented that it has the necessary professional expertise, qualifications, and capability, and all required licenses and/or certifications to provide the Services.

C. CITY in reliance on these representations desires to engage CONSULTANT to provide the Services as more fully described in Exhibit “A”, attached to and made a part of this Agreement.

NOW, THEREFORE, in consideration of the recitals, covenants, terms, and conditions, in this Agreement, the parties agree:

**AGREEMENT**

**SECTION 1. SCOPE OF SERVICES.** CONSULTANT shall perform the Services described at Exhibit “A” in accordance with the terms and conditions contained in this Agreement. The performance of all Services shall be to the reasonable satisfaction of CITY.

**SECTION 2. TERM.**

The term of this Agreement shall be from July 1, 2018 through December 31, 2019 unless terminated earlier pursuant to Section 19 of this Agreement.

**SECTION 3. SCHEDULE OF PERFORMANCE.** Time is of the essence in the performance of Services under this Agreement. CONSULTANT shall complete the Services within the term of this Agreement and in accordance with the schedule set forth in Exhibit “B”, attached to and made a part of this Agreement. Any Services for which times for performance are not specified in this Agreement shall be commenced and completed by CONSULTANT in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the CONSULTANT. CITY’s agreement to extend the term or the schedule for performance shall

not preclude recovery of damages for delay if the extension is required due to the fault of CONSULTANT.

**SECTION 4. NOT TO EXCEED COMPENSATION.** The compensation to be paid to CONSULTANT for performance of the Services described in Exhibit “A” (“Basic Services”), and reimbursable expenses, shall not exceed Two Hundred and Twenty-Five Thousand Dollars (\$225,000). CONSULTANT agrees to complete all Basic Services, including reimbursable expenses, within this amount. The applicable rates and schedule of payment are set out at Exhibit “C-1”, entitled “HOURLY RATE SCHEDULE,” which is attached to and made a part of this Agreement. Any work performed or expenses incurred for which payment would result in a total exceeding the maximum amount of compensation set forth herein shall be at no cost to the CITY.

Additional Services, if any, shall be authorized in accordance with and subject to the provisions of Exhibit “C”. CONSULTANT shall not receive any compensation for Additional Services performed without the prior written authorization of CITY. Additional Services shall mean any work that is determined by CITY to be necessary for the proper completion of the Project, but which is not included within the Scope of Services described at Exhibit “A”.

**SECTION 5. INVOICES.** In order to request payment, CONSULTANT shall submit monthly invoices to the CITY describing the services performed and the applicable charges (including an identification of personnel who performed the services, hours worked, hourly rates, and reimbursable expenses, if applicable), based upon the CONSULTANT’s billing rates (set forth in Exhibit “C-1”). If applicable, the invoice shall also describe the percentage of completion of each task. The CONSULTANT also agrees to include its in-kind services as part of the regular monthly invoices. The information in CONSULTANT’s payment requests shall be subject to verification by CITY. CONSULTANT shall send all invoices to the City’s project manager at the address specified in Section 13 below. The City will generally process and pay invoices within thirty (30) days of receipt.

**SECTION 6. QUALIFICATIONS/STANDARD OF CARE.** All of the Services shall be performed by CONSULTANT or under CONSULTANT’s supervision. CONSULTANT represents that it possesses the professional and technical personnel necessary to perform the Services required by this Agreement and that the personnel have sufficient skill and experience to perform the Services assigned to them. CONSULTANT represents that it, its employees and subconsultants, if permitted, have and shall maintain during the term of this Agreement all licenses, permits, qualifications, insurance and approvals of whatever nature that are legally required to perform the Services.

All of the services to be furnished by CONSULTANT under this agreement shall meet the professional standard and quality that prevail among professionals in the same discipline and of similar knowledge and skill engaged in related work throughout California under the same or similar circumstances.

**SECTION 7. COMPLIANCE WITH LAWS.** CONSULTANT shall keep itself informed of and in compliance with all federal, state and local laws, ordinances, regulations, and orders that



may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this Agreement. CONSULTANT shall procure all permits and licenses, pay all charges and fees, and give all notices required by law in the performance of the Services.

**SECTION 8. ERRORS/OMISSIONS.** CONSULTANT is solely responsible for costs, including, but not limited to, increases in the cost of Services, arising from or caused by CONSULTANT's errors and omissions, including, but not limited to, the costs of corrections such errors and omissions, any change order markup costs, or costs arising from delay caused by the errors and omissions or unreasonable delay in correcting the errors and omissions.

**SECTION 9. COST ESTIMATES.** If this Agreement pertains to the design of a public works project, CONSULTANT shall submit estimates of probable construction costs at each phase of design submittal. If the total estimated construction cost at any submittal exceeds ten percent (10%) of CITY's stated construction budget, CONSULTANT shall make recommendations to CITY for aligning the PROJECT design with the budget, incorporate CITY approved recommendations, and revise the design to meet the Project budget, at no additional cost to CITY.

**SECTION 10. INDEPENDENT CONTRACTOR.** It is understood and agreed that in performing the Services under this Agreement CONSULTANT, and any person employed by or contracted with CONSULTANT to furnish labor and/or materials under this Agreement, shall act as and be an independent contractor and not an agent or employee of CITY.

**SECTION 11. ASSIGNMENT.** The parties agree that the expertise and experience of CONSULTANT are material considerations for this Agreement. CONSULTANT shall not assign or transfer any interest in this Agreement nor the performance of any of CONSULTANT's obligations hereunder without the prior written consent of the city manager. Consent to one assignment will not be deemed to be consent to any subsequent assignment. Any assignment made without the approval of the city manager will be void.

**SECTION 12. SUBCONTRACTING.**

CONSULTANT shall not subcontract any portion of the work to be performed under this Agreement without the prior written authorization of the city manager or designee.

**SECTION 13. PROJECT MANAGEMENT.** CONSULTANT will assign Karen Janowski of Prospect Silicon Valley as the project director to have supervisory responsibility for the performance, progress, and execution of the Services and Gary Hsueh of Prospect Silicon Valley as the project manager to represent CONSULTANT during the day-to-day work on the Project. If circumstances cause the substitution of the project director, project manager, or any other key personnel for any reason, the appointment of a substitute project director and the assignment of any key new or replacement personnel will be subject to the prior written approval of the CITY's project manager. CONSULTANT, at CITY's request, shall promptly remove personnel who CITY finds do not perform the Services in an acceptable manner, are uncooperative, or present a threat to the adequate or timely completion of the Project or a threat to the safety of persons or property.

CITY's project manager is Hillary Rupert, Office of the City Manager & Sustainability

Department Palo Alto, CA 94303, Telephone: 650-776-9208. The project manager will be CONSULTANT's point of contact with respect to performance, progress and execution of the Services. CITY may designate an alternate project manager from time to time.

**SECTION 14. OWNERSHIP OF MATERIALS.** Upon delivery, all work product, including without limitation, all writings, drawings, plans, reports, specifications, calculations, documents, other materials and copyright interests developed under this Agreement shall be and remain the exclusive property of CITY without restriction or limitation upon their use. CONSULTANT agrees that all copyrights which arise from creation of the work pursuant to this Agreement shall be vested in CITY, and CONSULTANT waives and relinquishes all claims to copyright or other intellectual property rights in favor of the CITY. Neither CONSULTANT nor its contractors, if any, shall make any of such materials available to any individual or organization without the prior written approval of the City Manager or designee. CONSULTANT makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by the scope of work.

**SECTION 15. AUDITS.** CONSULTANT will permit CITY to audit, at any reasonable time during the term of this Agreement and for three (3) years thereafter, CONSULTANT's records pertaining to matters covered by this Agreement. CONSULTANT further agrees to maintain and retain such records for at least three (3) years after the expiration or earlier termination of this Agreement.

**SECTION 16. INDEMNITY.**

16.1. To the fullest extent permitted by law, CONSULTANT shall protect, indemnify, defend and hold harmless CITY, its Council members, officers, employees and agents (each an "Indemnified Party") from and against any and all demands, claims, or liability of any nature, including death or injury to any person, property damage or any other loss, including all costs and expenses of whatever nature including attorneys fees, experts fees, court costs and disbursements ("Claims") resulting from, arising out of or in any manner related to performance or nonperformance by CONSULTANT, its officers, employees, agents or contractors under this Agreement, regardless of whether or not it is caused in part by an Indemnified Party.

16.2. Notwithstanding the above, nothing in this Section 16 shall be construed to require CONSULTANT to indemnify an Indemnified Party from Claims arising from the active negligence, sole negligence or willful misconduct of an Indemnified Party.

16.3. The acceptance of CONSULTANT's services and duties by CITY shall not operate as a waiver of the right of indemnification. The provisions of this Section 16 shall survive the expiration or early termination of this Agreement.

**SECTION 17. WAIVERS.** The waiver by either party of any breach or violation of any covenant, term, condition or provision of this Agreement, or of the provisions of any ordinance or law, will not be deemed to be a waiver of any other term, covenant, condition, provisions, ordinance or law, or of any subsequent breach or violation of the same or of any other term, covenant, condition, provision, ordinance or law.

**SECTION 18. INSURANCE.**

18.1. CONSULTANT, at its sole cost and expense, shall obtain and maintain, in full force and effect during the term of this Agreement, the insurance coverage described in Exhibit "D". CONSULTANT and its contractors, if any, shall obtain a policy endorsement naming CITY as an additional insured under any general liability or automobile policy or policies.

18.2. All insurance coverage required hereunder shall be provided through carriers with AM Best's Key Rating Guide ratings of A-VII or higher which are licensed or authorized to transact insurance business in the State of California. Any and all contractors of CONSULTANT retained to perform Services under this Agreement will obtain and maintain, in full force and effect during the term of this Agreement, identical insurance coverage, naming CITY as an additional insured under such policies as required above.

18.3. Certificates evidencing such insurance shall be filed with CITY concurrently with the execution of this Agreement. The certificates will be subject to the approval of CITY's Risk Manager and will contain an endorsement stating that the insurance is primary coverage and will not be canceled, or materially reduced in coverage or limits, by the insurer except after filing with the Purchasing Manager thirty (30) days' prior written notice of the cancellation or modification. If the insurer cancels or modifies the insurance and provides less than thirty (30) days' notice to CONSULTANT, CONSULTANT shall provide the Purchasing Manager written notice of the cancellation or modification within two (2) business days of the CONSULTANT's receipt of such notice. CONSULTANT shall be responsible for ensuring that current certificates evidencing the insurance are provided to CITY's Chief Procurement Officer during the entire term of this Agreement.

18.4. The procuring of such required policy or policies of insurance will not be construed to limit CONSULTANT's liability hereunder nor to fulfill the indemnification provisions of this Agreement. Notwithstanding the policy or policies of insurance, CONSULTANT will be obligated for the full and total amount of any damage, injury, or loss caused by or directly arising as a result of the Services performed under this Agreement, including such damage, injury, or loss arising after the Agreement is terminated or the term has expired.

**SECTION 19. TERMINATION OR SUSPENSION OF AGREEMENT OR SERVICES.**

19.1. The City Manager may suspend the performance of the Services, in whole or in part, or terminate this Agreement, with or without cause, by giving thirty (30) days prior written notice thereof to CONSULTANT. Upon receipt of such notice, CONSULTANT will immediately discontinue its performance of the Services.

19.2. CONSULTANT may terminate this Agreement or suspend its performance of the Services by giving thirty (30) days prior written notice thereof to CITY, but only in the event of a substantial failure of performance by CITY.

19.3. Upon such suspension or termination, CONSULTANT shall deliver to the City Manager immediately any and all copies of studies, sketches, drawings, computations, and other data, whether or not completed, prepared by CONSULTANT or its contractors, if any, or given to CONSULTANT or its contractors, if any, in connection with this Agreement. Such materials will become the property of CITY.

19.4. Upon such suspension or termination by CITY, CONSULTANT will be paid for the Services rendered or materials delivered to CITY in accordance with the scope of services on or before the effective date (i.e., 10 days after giving notice) of suspension or termination; provided, however, if this Agreement is suspended or terminated on account of a default by CONSULTANT, CITY will be obligated to compensate CONSULTANT only for that portion of CONSULTANT's services which are of direct and immediate benefit to CITY as such determination may be made by the City Manager acting in the reasonable exercise of his/her discretion. The following Sections will survive any expiration or termination of this Agreement: 14, 15, 16, 19.4, 20, and 25.

19.5. No payment, partial payment, acceptance, or partial acceptance by CITY will operate as a waiver on the part of CITY of any of its rights under this Agreement.

**SECTION 20. NOTICES.**

All notices hereunder will be given in writing and mailed, postage prepaid, by certified mail, addressed as follows:

To CITY: Office of the City Clerk  
City of Palo Alto  
Post Office Box 10250  
Palo Alto, CA 94303

With a copy to the Purchasing Manager

To CONSULTANT: Attention of the project director  
at the address of CONSULTANT recited above

**SECTION 21. CONFLICT OF INTEREST.**

21.1. In accepting this Agreement, CONSULTANT covenants that it presently has no interest, and will not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the Services.

21.2. CONSULTANT further covenants that, in the performance of this Agreement, it will not employ subconsultants, contractors or persons having such an interest. CONSULTANT certifies that no person who has or will have any financial interest under this Agreement is an officer or employee of CITY; this provision will be interpreted in accordance with the applicable provisions of the Palo Alto Municipal Code and the Government Code of the State of California.

21.3. If the Project Manager determines that CONSULTANT is a “Consultant” as that term is defined by the Regulations of the Fair Political Practices Commission, CONSULTANT shall be required and agrees to file the appropriate financial disclosure documents required by the Palo Alto Municipal Code and the Political Reform Act.

**SECTION 22. NONDISCRIMINATION.** As set forth in Palo Alto Municipal Code section 2.30.510, CONSULTANT certifies that in the performance of this Agreement, it shall not discriminate in the employment of any person due to that person’s race, skin color, gender, gender identity, age, religion, disability, national origin, ancestry, sexual orientation, pregnancy, genetic information or condition, housing status, marital status, familial status, weight or height of such person. CONSULTANT acknowledges that it has read and understands the provisions of Section 2.30.510 of the Palo Alto Municipal Code relating to Nondiscrimination Requirements and the penalties for violation thereof, and agrees to meet all requirements of Section 2.30.510 pertaining to nondiscrimination in employment.

**SECTION 23. ENVIRONMENTALLY PREFERRED PURCHASING AND ZERO WASTE REQUIREMENTS.** CONSULTANT shall comply with the CITY’s Environmentally Preferred Purchasing policies which are available at CITY’s Purchasing Department, incorporated by reference and may be amended from time to time. CONSULTANT shall comply with waste reduction, reuse, recycling and disposal requirements of CITY’s Zero Waste Program. Zero Waste best practices include first minimizing and reducing waste; second, reusing waste and third, recycling or composting waste. In particular, CONSULTANT shall comply with the following zero waste requirements:

- (a) All printed materials provided by CCONSULTANT to CITY generated from a personal computer and printer including but not limited to, proposals, quotes, invoices, reports, and public education materials, shall be double-sided and printed on a minimum of 30% or greater post-consumer content paper, unless otherwise approved by CITY’s Project Manager. Any submitted materials printed by a professional printing company shall be a minimum of 30% or greater post-consumer material and printed with vegetable based inks.
- (b) Goods purchased by CONSULTANT on behalf of CITY shall be purchased in accordance with CITY’s Environmental Purchasing Policy including but not limited to Extended Producer Responsibility requirements for products and packaging. A copy of this policy is on file at the Purchasing Division’s office.
- (c) Reusable/returnable pallets shall be taken back by CONSULTANT, at no additional cost to CITY, for reuse or recycling. CONSULTANT shall provide documentation from the facility accepting the pallets to verify that pallets are not being disposed.

**SECTION 24. COMPLIANCE WITH PALO ALTO MINIMUM WAGE ORDINANCE.** CONSULTANT shall comply with all requirements of the Palo Alto Municipal Code Chapter 4.62 (Citywide Minimum Wage), as it may be amended from time to time. In particular, for any employee otherwise entitled to the State minimum wage, who performs at least two (2) hours of work in a calendar week within the geographic boundaries of the City, CONSULTANT shall pay such employees no less than the minimum wage set forth in Palo Alto Municipal Code section 4.62.030 for each hour worked within the geographic boundaries of the City of Palo Alto. In addition, CONSULTANT shall post notices regarding the Palo Alto Minimum Wage Ordinance

in accordance with Palo Alto Municipal Code section 4.62.060.

**SECTION 25. NON-APPROPRIATION**

25.1. This Agreement is subject to the fiscal provisions of the Charter of the City of Palo Alto and the Palo Alto Municipal Code. This Agreement will terminate without any penalty (a) at the end of any fiscal year in the event that funds are not appropriated for the following fiscal year, or (b) at any time within a fiscal year in the event that funds are only appropriated for a portion of the fiscal year and funds for this Agreement are no longer available. This section shall take precedence in the event of a conflict with any other covenant, term, condition, or provision of this Agreement.

**SECTION 26. PREVAILING WAGES AND DIR REGISTRATION FOR PUBLIC WORKS CONTRACTS**

26.1 **This Project is not subject to prevailing wages.** CONSULTANT is not required to pay prevailing wages in the performance and implementation of the Project in accordance with SB 7 if the contract is not a public works contract, if the contract does not include a public works construction project of more than \$25,000, or the contract does not include a public works alteration, demolition, repair, or maintenance (collectively, ‘improvement’) project of more than \$15,000.

**SECTION 27. MISCELLANEOUS PROVISIONS.**

27.1. This Agreement will be governed by the laws of the State of California.

27.2. In the event that an action is brought, the parties agree that trial of such action will be vested exclusively in the state courts of California in the County of Santa Clara, State of California.

27.3. The prevailing party in any action brought to enforce the provisions of this Agreement may recover its reasonable costs and attorneys' fees expended in connection with that action. The prevailing party shall be entitled to recover an amount equal to the fair market value of legal services provided by attorneys employed by it as well as any attorneys' fees paid to third parties.

27.4. This document represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, and contracts, either written or oral. This document may be amended only by a written instrument, which is signed by the parties.

27.5. The covenants, terms, conditions and provisions of this Agreement will apply to, and will bind, the heirs, successors, executors, administrators, assignees, and consultants of the parties.

27.6. If a court of competent jurisdiction finds or rules that any provision of this Agreement or any amendment thereto is void or unenforceable, the unaffected provisions of this Agreement and any amendments thereto will remain in full force and effect.

27.7. All exhibits referred to in this Agreement and any addenda, appendices, attachments, and schedules to this Agreement which, from time to time, may be referred to in any duly executed amendment hereto are by such reference incorporated in this Agreement and will be deemed to be a part of this Agreement.

27.8 In the event of a conflict between the terms of this Agreement and the exhibits hereto or CONSULTANT's proposal (if any), the Agreement shall control. In the case of any conflict between the exhibits hereto and CONSULTANT's proposal, the exhibits shall control.

27.9 If, pursuant to this contract with CONSULTANT, CITY shares with CONSULTANT personal information as defined in California Civil Code section 1798.81.5(d) about a California resident ("Personal Information"), CONSULTANT shall maintain reasonable and appropriate security procedures to protect that Personal Information, and shall inform City immediately upon learning that there has been a breach in the security of the system or in the security of the Personal Information. CONSULTANT shall not use Personal Information for direct marketing purposes without City's express written consent.

27.10 All unchecked boxes do not apply to this Agreement.

27.11 The individuals executing this Agreement represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

27.12 This Agreement may be signed in multiple counterparts, which shall, when executed by all the parties, constitute a single binding agreement.

**CONTRACT No. C19173096 SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties hereto have by their duly authorized representatives executed this Agreement on the date first above written.

**CITY OF PALO ALTO**

**PROSPECT SILICON VALLEY**

DocuSigned by:  
*Ruth Cox*  
59D9EC6325C3469...  
Ruth Cox

Chief Executive Officer

APPROVED AS TO FORM:

—  
\_\_\_\_\_  
City Attorney or designee

DocuSigned by:  
*Karen Janowski*  
21D5058ACB4F410...  
Karen Janowski

x

Attachments:

- EXHIBIT "A": SCOPE OF SERVICES
- EXHIBIT "B": SCHEDULE OF PERFORMANCE
- EXHIBIT "C": COMPENSATION
- EXHIBIT "C-1": SCHEDULE OF RATES
- EXHIBIT "D": INSURANCE REQUIREMENTS
- EXHIBIT "E": FTA REQUIREMENTS



## **EXHIBIT “A” SCOPE OF SERVICES**

CONSULTANT shall provide professional services for the implementation of the Federal Transit Administration’s (FTA) Fair Value Commuting (FVC) research grant. The grant funds this technology and policy research project designed to advance the strategic objectives of assessing and piloting mobility strategies to reduce congestion, reduce emissions and improve access to effective mobility options. The project includes the testing and deployment of key components including:

- ECTR: Enterprise Commute Trip Reduction software (commute recording, incentive management, and account software)
- MobAg/Commuter Wallet: Mobiiity Aggregation software (mobile application for all-in-one trip planning and payment)
- Feebate: a revenue-neutral, self-sustaining mechanism to charge for some transportation services and distribute proceeds to incentivize other transportation services
- Gap-Fill: introduction of new transportation modes/services tailored to provide alternatives to single-occupant-driving
- Systemic Obstacles: analysis of the barriers for transportation for different segments of the population

The CITY is the prime recipient of this grant and CONSULTANT shall work under the direction of the CITY and in conjunction with the project vendors and partners to develop and implement the grant. Project partners and vendors that CITY and CONSULTANT may engage with include, but are not limited to, software vendors, policy vendors, NGO’s, transit operators, local city governments and private organizations. The CONSULTANT shall help develop and implement this grant within the policy framework set forth by the CITY and the FTA and act with independent judgment as necessary to ensure deliverables are met in accordance with the terms of this exhibit. CONSULTANT shall immediately notify the CITY if deliverables are at risk of not being met in accordance with the terms of this exhibit. The following six tasks define the CONSULTANT’s scope of services.

### Task 1: Project Administration (5%)

CONSULTANT shall provide internal project management oversight and ensure CITY’s project management team is fully informed of project status. CONSULTANT shall also offer project direction and ensure budget and objectives are met or adapted appropriately.

Specific objectives for CONSULTANT include:

1. Provide written monthly status reports for CITY’S FVC project management team.
2. Provide monthly invoices with hours, rate detail, in-kind match and description of work performed by CONSULTANT subject to CITY’s terms and invoice.
3. Meet with CITY’s FVC project management team no less than a bi-weekly basis to check in and determine project strategy.

4. Assist the CITY in developing and maintaining the project management plan
5. Assist CITY's project management team with preparing written monthly & quarterly progress reports for FTA. CITY shall file the Quarterly Milestone Progress Reports (MPR) and Federal Financial Reports (FFR) with FTA.
6. Participate in FTA and other stakeholder meetings as needed.
7. Work with CITY to assist Independent Evaluator Team in collecting readily accessible data and assist with introductions to stakeholders for information under the direction of the CITY.

## Task 2: Manage Software Enhancement and Development (35%)

CONSULTANT shall lead this task to engage partners and vendors to develop an integrated mobility software system consisting of two types of software that will each be enhanced to work with one another. One software type is Enterprise Commute Trip Reduction (ECTR) platform, that is deployed by employers to record employee commute modes and to manage incentive programs. Based on generally available features in the marketplace, it is envisioned that ECTR software will need to be enhanced in some ways, that may include: accurate commute mode detection (includes software integration of gap filling features); integration with a MobAg/Commuter Wallet app; employer payroll integration; regional dashboard; traffic analysis zone (TAZ) -level origin/destination (O/D) reporting; mobile ticketing; and pre-booking of multi-modal trips. CONSULTANT will coordinate a prioritization exercise of the desired feature enhancements in order to develop a vendor scope that reflects the project budget.

The other type of software is an envisioned Mobility Aggregation (MobAg)/Commuter Wallet solution that would enable commuters to plan trips, pay for associated transportation and parking services, receive and store various commuter benefits, and report usage data, all via a single point of interface. The goal is to make it easier for users to make commute choices that minimize single-occupant vehicle (SOV) travel, and to collect and share data on the impact of transit and commuter incentives on travel behaviors with employee commute benefit programs. A commercially available MobAg/Commuter Wallet solution will likely need to be adapted to interact with the ECTR platform, and may need to be enhanced depending on feature set.

As described in more detail below, CONSULTANT shall conduct this task by convening the project team to define software requirements; conducting the vendor selection process and recommending vendors; developing vendor scopes that reflect critical feature enhancements against available budget; managing vendor performance; and coordinating the reporting and transfer of data received from the software platforms. CITY shall be responsible for contracting with, and making final selection of, recommended software vendors.

### Specific objectives for the CONSULTANT:

1. Integrated Systems Model
  - a. Define with key stakeholders, such as pilot partners, the feature set for the integrated mobility software system. This feature set will define the business

models, use cases and core features (required and ‘nice to have’) across the ECTR and Mob/Ag platforms.

2. ECTR

- a. Develop vendor scopes and align to available development budgets.
- b. Work with vendors and employers to specify features, user experience and functional requirements of feature set enhancement (see below).
- c. Manage vendor performance, grant funds and schedules.
- d. Coordinate with partners to assist with integration, provide data, use and test ECTR reporting and dashboards, evaluate outcomes, and determine policy recommendations if any.

3. MobAg/Commuter Wallet

- a. Manage staff and stakeholders to specify functional requirements, feature sets, user experience requirements and use cases for Mobility Aggregation software.
- b. Assess current product offerings to evaluate whether products available on the market meet the objectives and if no, identify feature gaps.
- c. Provide to the City of Palo Alto technical assistance on the requirements for an RFP the City will issue to purchase or develop MobAg software; Assist with scoring proposals.
- d. Provide technical assistance on the requirements to the chosen vendor for requirements refinement and enhancement development to be managed and executed by the vendor.
- e. Provide technical assistance to the City on managing the chosen vendor including software development best practices such as functional and technical requirements formats, user and acceptance testing and other methodology. Coordinate partners for beta testing.
- f. Provide technical assistance to the City on deployment, including coordinating across project partners to encourage marketing of the software.

Task 3: Employer Pilots (30%)

CONSULTANT shall work with CITY to train and deploy 4 to 11 consortium employers in FVC pilot projects to reduce SOV commuting and assess needs to support employers in achieving reductions.

Specific objectives for the CONSULTANT:

- 1. Employer Champions: The CITY will identify and create a pool of pilots. CONSULTANT shall work with the CITY to train one or more champions at each Employer organization to advance the strategies in the FVC program including: encourage and support the adoption and use of the Enterprise Commute Trip Reduction (ECTR) software, facilitate the adoption of a feebate policy, and support employee

engagement (through “Green Commute Teams”, incentive programs, and/or other measures).

2. Deploy ECTR: Track the deployment of ECTR software (RideAmigos for San Mateo County sites & Luum for other sites).
3. Engage employers to assess feasibility and approaches for feebate carrot/stick policies.

#### Task 4: Gap-Filling experiments to address first mile/last mile challenges (15%)

Support the development of mobility solutions to address “gaps” identified in the commute sheds of the employer pilots. This task is intended to identify and recommend new mobility services for employers based on a data-based analysis. CONSULTANT, possibly working with a transportation consultant, shall generate a memo reporting the results of the data analysis, use cases, and prospective solutions.

#### Specific objectives for the CONSULTANT:

1. Analyze Commute Shed:
  - a. Collect readily accessible data (including Streetlight data) on baseline commute patterns either through existing employer data, public agencies (Commute.org, MTC, VTA) or online employee survey as feasible.
  - b. Assist CITY and/or hired transportation consultant to develop an employer commute shed analysis to identify gaps and potential solutions for first mile/last mile challenges utilizing the Streetlight Data to be provided by the City of Palo Alto and the available baseline data.
2. With CITY and/or transportation consultant, identify gap “use cases” and prospective solutions. Propose solutions to relevant employers and public agencies strategies to address gaps such as e-scooters/e-bikes, ridesharing (Scoop, Lyft Carpool), Lyft/Uber, microtransit, and/or AV platforms.
3. Provide technical consultation support to Palo Alto TMA for the development of a plan by Palo Alto TMA for equitable and equivalent mobility service for all travelers, including communities such as low income, the aging population, and persons with disabilities.

#### Task 5: Policy Work & Knowledge Transfer (SPUR) (5%)

Develop policy recommendations for addressing systemic barriers to a robust, regionally comprehensive and equitable FVC mobility system.

#### Specific objectives for the CONSULTANT:

1. Provide technical consultation support and partner introductions to SPUR for the development of a whitepaper identifying systemic barriers and recommended solutions.

Task 6: Draft and Final project report (10%)

CONSULTANT shall prepare a draft and a final project report for the Federal Transit Administration. The report shall document the project process/methodology, challenges/barriers encountered, lessons learned, and recommendations for future research from the FVC project perspective. Evaluation results do not need to be included in the project report as the independent evaluator will be responsible for producing an evaluation report for the site.

*Deliverables:*

- Draft project report.
- Final project report.

**EXHIBIT “B”  
SCHEDULE OF PERFORMANCE**

CONSULTANT shall perform the Services so as to complete each milestone within the number of days/weeks specified below. The time to complete each milestone may be increased or decreased by mutual written agreement of the project managers for CONSULTANT and CITY so long as all work is completed within the term of the Agreement. CONSULTANT shall provide a detailed schedule of work consistent with the schedule below within two weeks of receipt of the notice to proceed.

<b>Milestone</b>	<b>Completion</b>
<b>Software Enhancement</b>	
1. ECTR: Define feature set enhancements, as needed, with vendors	10/31/18
2. MobAg: Requirements Defined	9/15/18
3. MobAg: Proposals Reviewed/Scored*	1/31/19
4. Vendor Selected**	2/15/19
5. MobAg: app available	9/30/19
<b>Employer Pilots</b>	
6. Kick Off First Employer Pilot	10/1/18
7. Employer Pilot Data Provided to Evaluator	ongoing
<b>Gap Filling</b>	
8. Commute Shed Analysis of First Employer	10/31/18
9. Identify gap use cases and gap fillers for First Employer	11/30/18
10. Consult with Palo Alto TMA on equitable solutions plan	1/31/19
<b>Reports</b>	
11. Draft Report	10/31/19
12. Final Report	12/15/19

\* dependent on City of Palo Alto getting RFP published by 11/1/18 and imposing a deadline for responses by 12/31/18.

\*\* dependent on timely review by City of Palo Alto of CONSULTANT’s scored proposals

**EXHIBIT “C”  
COMPENSATION**

The CITY agrees to compensate the CONSULTANT for professional services performed in accordance with the terms and conditions of this Agreement, and as set forth in the budget schedule below. Compensation shall be calculated based on the hourly rate schedule attached as exhibit C-1 up to the not to exceed budget amount for each task set forth below.

CONSULTANT shall perform the tasks and categories of work as outlined and budgeted below. The CITY’s Project Manager may approve in writing the transfer of budget amounts between any of the tasks or categories listed below provided the total compensation for Basic Services, including reimbursable expenses, and the total compensation for Additional Services do not exceed the amounts set forth in Section 4 of this Agreement.

<b>BUDGET SCHEDULE</b>	<b>NOT TO EXCEED AMOUNT</b>
Task 1 (Project Administration)	\$11,250
Task 2 (Software Enhancement)	\$78,750
Task 3 (Employer Pilots)	\$67,500
Task 4 (Gap Filling Experiments)	\$33,750
Task 5 (Policy Work, Knowledge Transfer)	\$11,250
Task 6 (Draft and Final Project Report)	\$22,500
<b>Sub-total Basic Services</b>	<b>\$225,000.00</b>
<b>Reimbursable Expenses</b>	<b>\$0.00</b>
<b>Total Basic Services and Reimbursable expenses</b>	<b>\$225,000.00</b>

Maximum Total Compensation

\$225,000.00

**SOME SERVICES TO BE PROVIDED IN KIND**

In addition to the Services to be paid for under this Agreement, the CONSULTANT agrees to provide in-kind (no cost) services worth no less than Forty Thousand Dollars (\$40,000). The Services provided in-kind shall be invoiced at the hourly rates set in Exhibit C-1 and explicitly off-set from cash payment as “in kind” on each invoice. These in-kind services are in line with the City’s Cooperative Agreement with the Federal Transit Administration (FTA).

**REIMBURSABLE EXPENSES**

The administrative, overhead, secretarial time or secretarial overtime, word processing, photocopying, in-house printing, insurance and other ordinary business expenses are included within the scope of payment for services and are not reimbursable expenses. CITY shall reimburse CONSULTANT for the following reimbursable expenses at cost. Expenses for which CONSULTANT shall be reimbursed are: none

All requests for payment of expenses shall be accompanied by appropriate backup information. Any expense anticipated to be more than \$100 shall be approved in advance by the CITY’s project manager.

**ADDITIONAL SERVICES**

The CONSULTANT shall provide additional services only by advanced, written authorization from the CITY. The CONSULTANT, at the CITY’s project manager’s request, shall submit a detailed written proposal including a description of the scope of services, schedule, level of effort, and CONSULTANT’s proposed maximum compensation, including reimbursable expense, for such services based on the rates set forth in Exhibit C-1. The additional services scope, schedule and maximum compensation shall be negotiated and agreed to in writing by the CITY’s Project Manager and CONSULTANT prior to commencement of the services. Payment for additional services is subject to all requirements and restrictions in this Agreement



**EXHIBIT "C-1"**  
**SCHEDULE OF RATES**

<b>LABOR CATEGORY</b>	<b>FY 2019 rate per hour</b>
<b>Project Director</b>	<b>\$130</b>
<b>Project Manager</b>	<b>\$95</b>
<b>Project Senior Associate</b>	<b>\$70</b>
<b>Project Associate</b>	<b>\$50</b>

## EXHIBIT "D" INSURANCE REQUIREMENTS

CONTRACTORS TO THE CITY OF PALO ALTO (CITY), AT THEIR SOLE EXPENSE, SHALL FOR THE TERM OF THE CONTRACT OBTAIN AND MAINTAIN INSURANCE IN THE AMOUNTS FOR THE COVERAGE SPECIFIED BELOW, **AFFORDED BY COMPANIES WITH AM BEST'S KEY RATING OF A-:VII, OR HIGHER, LICENSED OR AUTHORIZED TO TRANSACT INSURANCE BUSINESS IN THE STATE OF CALIFORNIA.**

AWARD IS CONTINGENT ON COMPLIANCE WITH CITY'S INSURANCE REQUIREMENTS, AS SPECIFIED, BELOW:

REQUIRED	TYPE OF COVERAGE	REQUIREMENT	MINIMUM LIMITS	
			EACH OCCURRENCE	AGGREGATE
YES YES	WORKER'S COMPENSATION EMPLOYER'S LIABILITY	STATUTORY STATUTORY		
YES	GENERAL LIABILITY, INCLUDING PERSONAL INJURY, BROAD FORM PROPERTY DAMAGE BLANKET CONTRACTUAL, AND FIRE LEGAL LIABILITY	BODILY INJURY	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY & PROPERTY DAMAGE COMBINED.	\$1,000,000	\$1,000,000
YES	AUTOMOBILE LIABILITY, INCLUDING ALL OWNED, HIRED, NON-OWNED	BODILY INJURY	\$1,000,000	\$1,000,000
		- EACH PERSON	\$1,000,000	\$1,000,000
		- EACH OCCURRENCE	\$1,000,000	\$1,000,000
		PROPERTY DAMAGE	\$1,000,000	\$1,000,000
		BODILY INJURY AND PROPERTY DAMAGE, COMBINED	\$1,000,000	\$1,000,000
YES	PROFESSIONAL LIABILITY, INCLUDING, ERRORS AND OMISSIONS, MALPRACTICE (WHEN APPLICABLE), AND NEGLIGENT PERFORMANCE	ALL DAMAGES	\$1,000,000	
YES	<b>THE CITY OF PALO ALTO IS TO BE NAMED AS AN ADDITIONAL INSURED:</b> CONTRACTOR, AT ITS SOLE COST AND EXPENSE, SHALL OBTAIN AND MAINTAIN, IN FULL FORCE AND EFFECT THROUGHOUT THE ENTIRE TERM OF ANY RESULTANT AGREEMENT, THE INSURANCE COVERAGE HEREIN DESCRIBED, INSURING NOT ONLY CONTRACTOR AND ITS SUBCONSULTANTS, IF ANY, BUT ALSO, WITH THE EXCEPTION OF WORKERS' COMPENSATION, EMPLOYER'S LIABILITY AND PROFESSIONAL INSURANCE, <b>NAMING AS ADDITIONAL INSUREDS CITY, ITS COUNCIL MEMBERS, OFFICERS, AGENTS, AND EMPLOYEES.</b>			

I. INSURANCE COVERAGE MUST INCLUDE:

- A. A PROVISION FOR A WRITTEN THIRTY (30) DAY ADVANCE NOTICE TO CITY OF CHANGE IN COVERAGE OR OF COVERAGE CANCELLATION; AND
- B. A CONTRACTUAL LIABILITY ENDORSEMENT PROVIDING INSURANCE COVERAGE FOR CONTRACTOR'S AGREEMENT TO INDEMNIFY CITY.
- C. DEDUCTIBLE AMOUNTS IN EXCESS OF \$5,000 REQUIRE CITY'S PRIOR APPROVAL.

II. CONTACTOR MUST SUBMIT CERTIFICATES(S) OF INSURANCE EVIDENCING REQUIRED COVERAGE AT THE FOLLOWING URL: <https://www.planetbids.com/portal/portal.cfm?CompanyID=25569>.

III. ENDORSEMENT PROVISIONS, WITH RESPECT TO THE INSURANCE AFFORDED TO "ADDITIONAL INSUREDS"

- A. PRIMARY COVERAGE

WITH RESPECT TO CLAIMS ARISING OUT OF THE OPERATIONS OF THE NAMED INSURED, INSURANCE AS AFFORDED BY THIS POLICY IS PRIMARY AND IS NOT ADDITIONAL TO OR CONTRIBUTING WITH ANY OTHER

INSURANCE CARRIED BY OR FOR THE BENEFIT OF THE ADDITIONAL INSURED.

B. CROSS LIABILITY

THE NAMING OF MORE THAN ONE PERSON, FIRM, OR CORPORATION AS INSURED UNDER THE POLICY SHALL NOT, FOR THAT REASON ALONE, EXTINGUISH ANY RIGHTS OF THE INSURED AGAINST ANOTHER, BUT THIS ENDORSEMENT, AND THE NAMING OF MULTIPLE INSURED, SHALL NOT INCREASE THE TOTAL LIABILITY OF THE COMPANY UNDER THIS POLICY.

C. NOTICE OF CANCELLATION

1. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR ANY REASON OTHER THAN THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A THIRTY (30) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.
2. IF THE POLICY IS CANCELED BEFORE ITS EXPIRATION DATE FOR THE NON-PAYMENT OF PREMIUM, THE CONSULTANT SHALL PROVIDE CITY AT LEAST A TEN (10) DAY WRITTEN NOTICE BEFORE THE EFFECTIVE DATE OF CANCELLATION.

**VENDORS ARE REQUIRED TO FILE THEIR EVIDENCE OF INSURANCE  
AND ANY OTHER RELATED NOTICES WITH THE CITY OF PALO ALTO  
AT THE FOLLOWING URL:**

**<HTTPS://WWW.PLANETBIDS.COM/PORTAL/PORTAL.CFM?COMPANYID=25569>**

**OR**

**[HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET\\_BIDS\\_HOW\\_TO.ASP](HTTP://WWW.CITYOFPALOALTO.ORG/GOV/DEPTS/ASD/PLANET_BIDS_HOW_TO.ASP)**

## **EXHIBIT “E” FTA REQUIREMENTS**

CONSULTANT agrees to follow all federal laws and regulations, including applicable provisions of the Federal Transit Administration’s (FTA) Master Agreement, as updated by the FTA from time to time. This includes adhering to those sections of the Master Agreement in which Third Party Participants or Third Party Contracts are required to comply with or contain, respectively. These provisions include, but are not limited to, the following sections of the FTA Master Agreement, dated October 1, 2017, and as may be updated by the FTA, and are made part of this Exhibit by reference:

Section 3.i.(6) Notice to Third Party Participants.

Section 4.a. Standards of Conduct.

Section 4.b. Debarment and Suspension.

Section 4.d. Lobbying Restrictions.

Section 4.g. Trafficking in Persons.

Section 7.b. Eligible Costs.

Section 9.a. Types of Records.

Section 9.c. Access to Recipient and Third Party Participant Records.

Section 9.d. Access to the Sites of Performance.

Section 9.e. Closeout.

Section 12. Civil Rights. (the entire section).

Section 16.d(7). Clean Air Act and the Federal Water Pollution Control Act, as amended.

Section 16.d(9). Byrd Anti-Lobbying Amendment.

Section 16.s. Access to Third Party Contract Records.

Section 24.b. Awards Not Involving Construction (Employee Protections)

Section 24.c. Awards Involving Commerce

Section 26. Environmental Protections (entire section).

Section 35.b. Alcohol Misuse and Prohibited Drug Use.

Section 36. Protection of Sensitive Security and Other Sensitive Information.

Section 38. Freedom of Information.

As of the date of execution of this Agreement, the FTA Master Agreement can be found at:  
<https://www.transit.dot.gov/sites/fta.dot.gov/files/docs/funding/grantee-resources/sample-fta-agreements/114766/fta-master-agreement-fy2018.pdf>

### Certificate Of Completion

Envelope Id: 43D4E16702044EE6AD4DABFB61BEAB1B	Status: Completed
Subject: Please DocuSign: ProspectSV PSA (TS 7-26)_HMR_KJ_v3 (TS 7-30) (2).pdf	
Source Envelope:	
Document Pages: 22	Signatures: 2
Certificate Pages: 2	Initials: 0
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Christopher Anastole
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	250 Hamilton Ave
	Palo Alto , CA 94301
	chris.anastole@cityofpaloalto.org
	IP Address: 199.33.32.254

### Record Tracking

Status: Original 7/31/2018 9:30:38 AM	Holder: Christopher Anastole chris.anastole@cityofpaloalto.org	Location: DocuSign
Security Appliance Status: Connected	Pool: City of Palo Alto	
Storage Appliance Status: Connected	Pool: City of Palo Alto	Location: DocuSign

### Signer Events

Ruth Cox  
ruth.cox@prospectsv.org  
Chief Executive Officer  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
59D9EC6325C3469...  
Signature Adoption: Pre-selected Style  
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### Timestamp

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Signed: 7/31/2018 12:44:21 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Karen Janowski  
karen.janowski@prospectsv.org  
x  
Security Level: Email, Account Authentication (None)

DocuSigned by:  
  
21D5058ACB4F410...  
Signature Adoption: Pre-selected Style  
Using IP Address: 156.39.127.195

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### Electronic Record and Signature Disclosure:

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Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Hillary M Rupert  
hillarymrupert@gmail.com  
x  
Security Level: Email, Account Authentication (None)

**COPIED**

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Viewed: 7/31/2018 12:51:45 PM

### Electronic Record and Signature Disclosure:

Not Offered via DocuSign

<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
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<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
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Signing Complete	Security Checked	7/31/2018 12:45:44 PM
Completed	Security Checked	7/31/2018 12:45:44 PM

<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
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