

**FUNDING AGREEMENT**

**SAN MATEO COUNTY TRANSPORTATION AUTHORITY MEASURE A  
(LOCAL SHUTTLE PROGRAM)  
[NAME/LOCATION OF PROJECT BEING FUNDED]**

This FUNDING AGREEMENT (Agreement) is made this \_\_\_ day of \_\_\_\_\_, 20[XX] (Execution Date), by and between the San Mateo County Transportation Authority (TA) and the [PROJECT SPONSOR] (Sponsor), together referred to herein as the “Parties.”

**RECITALS**

**WHEREAS**, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

**[AND/OR]**

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

**WHEREAS**, Sponsor requested that the TA provide [\$AMOUNT] of Measure A funds for [PROJECT NAME] (Project); and

**WHEREAS**, the Project meets the intent of [the 1988 Transportation Expenditure Plan AND/OR the 2004 Transportation Expenditure Plan] and the TA’s 2014-2019–Strategic Plan; and

**WHEREAS**, on [DATE] and [DATE], respectively, the TA’s Board of Directors programmed and allocated up to [\$AMOUNT] from the New Measure A Local Shuttle Program Category (hereinafter “Measure A Funds”) for the Project through Resolution XXXX-XX; and

**WHEREAS**, the TA and Sponsor desire to enter into this Agreement to establish the process, terms and conditions governing the allocation and expenditure of Measure A funds on the Project.

**NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:**

SECTION 1: Project Oversight and Reporting

1.1 Sponsor Oversight; Work Plan. Sponsor is responsible for implementation of the Project as described in Exhibit A, "Route Description(s) and Information," which is attached to the Agreement and incorporated herein by this reference. Sponsor assumes responsibility for procuring and administering any professional service and/or other contracts entered into in connection with the Project. Though Sponsor may appoint a designee or engage contractor(s) to perform work necessary for Project implementation, Sponsor will remain ultimately responsible to the TA for performance of all responsibilities set forth herein.

1.2 Required Approvals. Prior to commencement of the Project, Sponsor or its designee (e.g., a consultant) will obtain all required local, state and federal approvals and permits for Project work. In addition, Sponsor must comply with all federal, state and local laws and regulations applicable to the Project.

1.3 Contract Award and Scope Changes. Sponsor must comply with state and local agency requirements for the award and amendment of any contract(s) for the implementation of the Project. Sponsor must advise the TA in writing (electronic mail is acceptable) as soon as possible of any contracts awarded and any amendments thereto, such as for any changes in service. Notice of any contracts and amendments provided to the TA will not constitute approval by the TA nor obligate the TA to provide funds in excess of its maximum contribution stated in Section 2.1 of this Agreement.

1.4 Monthly & Annual Operations Reports. Within eight (8) calendar days after the end of each month this Agreement is in effect, Sponsor or its agent must submit to the TA a monthly operations report (Operations Report) based on National Transit Database (NTD) reporting requirements, attached as Exhibit B, "National Transit Database Reporting Requirements." The Operations Report must include such items as the average daily ridership of the Shuttle, and the Shuttle's total boardings, total revenue miles, hours, vehicles in service, road calls, accidents and any other information pertinent to assess the performance of the service for purposes of local, state or federal reporting requirements for the month just ended. Any monthly service mileage and/or hours that were scheduled, but where service was not operated for any reason, must be deducted from monthly reporting totals. An explanation for all lost service miles and/or hours must be included in the monthly report. Sponsor or its agent must review all required reporting for accuracy prior to submittal to the TA. The form of all reports must be determined by the TA. Within eight (8) calendar days of the end of the term of this Agreement, and/or any extension thereof, Sponsor or its agent must submit to the TA an annual report on the same statistics. All Reporting must be submitted via Excel spreadsheet or other format as approved by the TA to **shuttles@samtrans.com**.

1.5 Quarterly Progress Reports. Sponsor must prepare and submit to the TA quarterly progress reports by January 31, April 30, July 31 and October 31 of each year during the entire term of the Project. Reports must be presented in the form provided as Exhibit C, "Quarterly/Annual Shuttle Program Progress Report Form," which is attached to this

Agreement and incorporated herein by this reference. The reports must describe Project performance and expenditures during the previous quarter.

The reports must include actions expected to be taken and any projected changes in the service plan / schedule during the next quarter, and any other information requested by the TA. Additionally, each progress report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit C as well as the ability of Sponsor to meet the conditions outlined in this Agreement.

1.6 Annual Report. By October 1 of each year, Sponsor must provide the TA with an annual report in the form provided as Exhibit C summarizing the quarterly progress reports from the prior fiscal year.

The reports must include actions expected to be taken and any projected changes in the service plan /schedule for the next year (if the Project is continuing), and any other information requested by the TA. Additionally, each Annual report must include information on any potential issues that may impact any of the performance measures set forth in Exhibit C as well as the ability of Sponsor to meet the conditions outlined in this Agreement for the next year (if the Project is continuing). If the Annual Report is submitted after the second year of the Time of Performance, the Annual Report should include written confirmation that no further reimbursements associated with the Project are anticipated and that all reimbursement requests have been made or are being submitted with the Annual Report.

1.7 Access to Records and Record Retention. At all reasonable times, Sponsor will permit the TA access to all reports, designs, drawings, plans, specifications, schedules and other materials prepared, or in the process of being prepared, for the Project by the Sponsor or any contractor or consultant of the Sponsor. Sponsor will also make available to the TA upon request any professional service agreements, amendments and any other agreements that are related to the Project. The Sponsor will provide copies of any documents described in this Section to the TA upon request. Sponsor will retain all records pertaining to the Project for at least three years after completion of the Project.

1.8 Audits.

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

## SECTION 2: Funding and Payment

2.1 Funding Commitment. The TA has allocated to the Sponsor [\$AMOUNT] for reimbursement of expenditures related to the Project (Project Costs) as provided in this Section 2. The Sponsor will contribute, or provide for the contribution of, the entire amount in excess of [\$AMOUNT] needed to implement the Project and must provide at least [x%] of the total Project Costs. The TA's funding commitment under this Agreement in no way establishes a right for the Sponsor to receive additional funding from the TA. All funding obligations of the TA under this Agreement are subject to downward adjustment based on actual sales tax receipts for the fiscal years indicated, or if Sponsor receives funding for Project Costs from other sources which allow Sponsor to provide more than [x%] of the total Project Costs over the term of the Agreement.

The Sponsor will assess and confirm its ability to implement the Project within budget as part of the quarterly reporting requirements established in Section 1.5, above. The Sponsor must further notify the TA between reporting cycles if the Sponsor determines that the budget will not be sufficient to implement the Project. The TA retains authority to suspend its funding obligation as set forth in Section 3.4 of this Agreement upon such notice, and until the Sponsor develops a credible funding plan acceptable to the TA to fund and implement the Project.

2.2 Use of Funds. Sponsor will use Measure A Funds only for direct Project Costs. Sponsor agrees to use Measure A Funds to supplement existing revenue. Sponsor will not use Measure A Funds to replace other local taxes or revenues already programmed and available for use for the same purpose.

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

2.3 Reimbursement Basis. Sponsor may seek reimbursement for Project Costs incurred on or after the Execution Date. Project Costs must be incurred and paid by the Sponsor prior to requesting reimbursement from the TA. Sufficient documentation must accompany all requests for reimbursement, including the submittal of all due operations and progress reports.

2.4 Accounting and Reimbursement Procedures. Sponsor, in coordination with and to the satisfaction of the TA, will establish procedures for Project accounting and requests for reimbursement. These procedures will track and reflect the accumulation of the TA's pro rata share of costs for the Project. Sponsor will detail the TA's pro rata share of Project Costs for all work funded under this Agreement with each "Reimbursement Claim Form"

which is attached to this Agreement as Exhibit D and incorporated herein. Sponsor will maintain all necessary books and records in accordance with generally accepted accounting principles.

2.5 Invoices; Payments. Once per quarter following submission of the quarterly progress reports, Sponsor must prepare and submit billing statements consistent with the Reimbursement Claim Form with all required supporting documentation. Supporting documentation may include, but is not limited to, copies of associated vendor invoices, backup documentation, checks and payment advice.

Claims for reimbursement and supporting documentation may be submitted by e-mail to:

**accounts payable@samtrans.com**

OR mailed to:

Accounts Payable  
San Mateo County Transportation Authority  
P.O. Box 3006  
San Carlos, CA 94070

The TA will endeavor to disburse reimbursements for approved Project Costs within thirty (30) days after the TA's approval of each claim, subject to the limits on the TA's maximum contribution as established in Section 2.1. The TA's obligation to reimburse Project Costs to the Sponsor as provided in this section is conditioned upon the TA's prompt receipt of reports from Sponsor pursuant to Sections 1.4–1.6, above.

## SECTION 3: Term

### 3.1 Term.

- a) The term of this Agreement will commence on [*Allocation date*] and conclude upon the earliest of: (a) the TA's final reimbursement to Sponsor for work performed hereunder and submittal by Sponsor of the second Annual Operations Report and Annual Report as required in Sections 1.4 and 1.6, (b) termination by Sponsor or the TA pursuant to this Section 3, or (c) *[[DATE – Time of Performance plus 6 months]]*.
- b) The Project will operate from *[[beginning date]]* through *[[ending date]]* (Time of Performance).

3.2 Sponsor's Right to Terminate; Repayment upon Termination. Sponsor may at any time terminate the Project by giving sixty (60) days' written notice to the TA of its election to do so. Sponsor will not be reimbursed for any Project Costs incurred after the

end of the notice period. Sponsor must also indemnify the TA, its directors, officers, employees and agents from and against any and all losses, claims, liabilities, costs and expenses arising from said termination.

3.3 Termination by the TA. The TA may terminate this Agreement, with or without cause, by giving thirty-five (35) days' written notice of such termination. If the TA terminates the Agreement for Sponsor's failure to comply with the terms of this Agreement, Sponsor will reimburse the TA for all funds paid to the Sponsor in connection with the Project, minus those funds Sponsor expended in full compliance with this Agreement, within ninety (90) days of receipt of the termination notice. If the TA terminates the Agreement for convenience, the TA is obligated to pay to Sponsor all costs and expenses incurred by Sponsor under this Agreement up to the date of notice of termination, as well as all reasonable costs and expenses incurred to effect such termination.

3.4 Expiration/Suspension of TA's Financial Obligations. Any and all financial obligations of the TA pursuant to this Agreement expire upon the expenditure of TA's maximum contribution to the Project as established in Section 2.1, or the conclusion of the Term as defined in Section 3.1, whichever occurs first. The TA reserves the right to suspend its financial obligation, with ten (10) days' advance notice if the Sponsor identifies a risk of not being able to implement the Project within budget for the full Time of Performance. If the Sponsor cannot provide a credible funding plan acceptable to the TA to fund and implement the Project for the full Time of Performance, the TA may terminate this agreement. If Sponsor identifies a risk of not being able to implement the Project during the full Time of Performance, failure to report such risk to the TA is cause for termination under Section 3.3.

## SECTION 4: Indemnification and Insurance

### 4.1 Indemnity by Sponsor.

The Sponsor shall indemnify, keep and save harmless the TA (and, if the Project includes shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Peninsula Corridor Joint Powers Board and related agencies named in Section 4.2 (b), below) and each of its/their directors, officers, agents and employees against any and all suits, claims or actions related to the performance of this Agreement including but limited to those out of any of the following:

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

The Sponsor further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defenses as they are incurred. If any judgment is rendered, or settlement reached, against the TA or any of the other agencies or individuals enumerated above in any such action, the Sponsor shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement.

4.2 Insurance. For the purposes of this Insurance section, "Entity" is defined as any entity designing, approving designs and/or performing the Project funded by this Agreement. Entities may include Sponsor, a contractor of Sponsor, another body on behalf of which Sponsor submitted its funding application, and/or a contractor of such other body.

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

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

include a Separation of Interests endorsement, and include a Waiver of Subrogation in favor of the TA.

- iii. Business Automobile Liability Insurance. The limit for Business Automobile Liability Insurance in each contract and subcontract cannot be less than \$10 (ten) million. Insurance must cover all owned, non-owned and hired autos, and include a Waiver of Subrogation in favor of the TA.
  - iv. Business Automobile Physical Damage Insurance. Insurance should cover Business Automobile Physical Damage, including Comprehensive and Collision coverage for all of Entity's vehicles used for the Project. Such insurance must include a Waiver of Subrogation in favor of the TA.
  - v. Professional Liability Insurance. If deemed appropriate by the Sponsor or an Entity in consideration of the work required for the Project, insurance should cover each Entity's and any Agent's professional work on the Project. The limit for Professional Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million.
  - vi. Contractors' Pollution Liability Insurance and/or Environmental Liability Insurance. If deemed appropriate by Sponsor or an Entity in consideration of the work required for the Project, insurance should cover potential pollution or environmental contamination or accidents. The limit for Pollution and/or Environmental Liability Insurance in each appropriate contract and subcontract should not be less than \$1 million. Such insurance must name the TA as an Additional Insured and include a Waiver of Subrogation in favor of the TA.
  - vii. Railroad Protective Liability Insurance. Insurance is required if the Project will include any construction or demolition work within 50 feet of railroad tracks. The limit for Railroad Protective Liability Insurance in each appropriate contract and subcontract cannot be less than \$2 million per occurrence and \$6 million annual aggregate.
- b) Special Requirement for Caltrain Shuttles. If Sponsor and/or Entity is operating shuttle(s) with the Caltrain logo on the vehicle(s) or on any shuttle public information materials, the Commercial General Liability, Business Automobile, and Pollution and/or Environmental Liability (if applicable) policies also must name as Additional Insureds: the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the Santa Clara Valley Transportation Authority, the City and County of San Francisco, TransitAmerica Services, Inc. or any successor Operator of the Service, and the Union Pacific Railroad Company and their respective directors, officers, employees, volunteers and agents while acting in such capacity, and their successors or assignees, as they now, or as they may hereafter be constituted, singly, jointly or

severally.

- c) Excess or Umbrella Coverage. Sponsor and/or any other Entity may opt to procure excess or umbrella coverage to meet the above requirements, but in such case, these policies must also satisfy all specified endorsements and stipulations for the underlying coverages and include provisions that the policy holder's insurance is to be primary without any right of contribution from the TA.
- d) Deductibles and Retentions. Sponsor must ensure that deductibles or retentions on any of the above insurance policies are paid without right of contribution from the TA. Deductible and retention provisions cannot contain any restrictions as to how or by whom the deductible or retention is paid. Any deductible or retention provision limiting payment to the named insured is unacceptable.

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

- e) Claims Made Coverage. If any insurance specified above is provided on a claim-made basis, then in addition to coverage requirements above, such policy must provide that:
  - i. Policy retroactive date coincides with or precedes the Entity's start of work (including subsequent policies purchased as renewals or replacements).
  - ii. Entity will make every effort to maintain similar insurance for at least three (3) years following project completion, including the requirement of adding all additional insureds.
  - iii. If insurance is terminated for any reason, each Entity agrees to purchase an extended reporting provision of at least three (3) years to report claims arising from work performed in connection with this Agreement.
  - iv. Policy allows for reporting of circumstances or incidents that might give rise to future claims.
- f) Failure to Procure Adequate Insurance. Failure by any Entity to procure sufficient insurance to financially support Section 4.1, Indemnity by Sponsor, of this Agreement does not excuse Sponsor from meeting all obligations of Section 4.1 and the remainder of this Agreement, generally.

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

SECTION 5: Miscellaneous

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

To TA: San Mateo County Transportation Authority  
P.O. Box 3006  
San Carlos, CA 94070-1306  
Attn: TA Secretary

To [SPONSOR]: [SPONSOR]  
ADDRESS LINE ONE  
ADDRESS LINE TWO  
Attn: PROJECT SPONSOR CONTACT  
TITLE

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

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

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

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

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

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

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

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

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

5.11 Accessibility of Services to Persons with Disabilities. The Project implementation must comply with, and not subject the TA or Sponsor to liability under, the Americans with Disabilities Act, the California Disabled Persons Act, or any other state or federal laws protecting the rights of persons with disabilities.

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

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

5.14 Counterparts. This Agreement may be executed in counterparts..

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

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

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**[SPONSOR]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the [SPONSOR]

**SAN MATEO COUNTY TRANSPORTATION  
AUTHORITY**

By: \_\_\_\_\_  
Name: Jim Hartnett  
Its: Executive Director

ATTEST

\_\_\_\_\_  
TA Secretary

Approved as to Form:

\_\_\_\_\_  
Legal Counsel for the TA

**Exhibit A: Route Description and Information**

**Exhibit B: National Transit Database Reporting Requirements**

**Exhibit C: Quarterly/Annual Progress Report Form**

**Exhibit D: Reimbursement Claim Form**

TEMPLATE

**Exhibit A: ROUTE DESCRIPTION AND INFORMATION**

TEMPLATE

Exhibit A  
**San Mateo County Transportation Authority**  
**Measure A Local Shuttle Program FY 2017 & FY 2018**  
**Route Description and Information**

Route Name: \_\_\_\_\_  
 Sponsor Agency: \_\_\_\_\_  
 Shuttle Contract Holder (if applicable): \_\_\_\_\_  
 Contact person/ Title: \_\_\_\_\_  
 Email / phone: \_\_\_\_\_

**1) Financial Information for the 2 -year funding period**

a) **COST**

	FY 2017	FY 2018	Total
Operating Costs (i.e. Contract Service cost)	\$0	\$0	\$0
Admin Costs (personnel expenses)	\$0	\$0	\$0
Direct Costs (printing, marketing materials, etc.)	\$0	\$0	\$0
Fuel Surcharge (if applicable)	\$0	\$0	\$0
Other Costs (specify)	\$0	\$0	\$0
<b>Total Costs</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

b) **FUNDING SOURCES**

	FY 2017	FY 2018	Total
Measure A Shuttle program	\$0	\$0	\$0
Other (list)	\$0	\$0	\$0
Other (list)	\$0	\$0	\$0
Other (list)	\$0	\$0	\$0
Other (list)	\$0	\$0	\$0
<b>Total Funding</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>

**2) Service Description**

a) **Hours of Operation**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Total vehicle service hours (hh:mm)
(AM) Start time - End time								
(Midday) Start time - End time								
(PM) Start time - End time								
(Other) Start time - End time								
<b>Total vehicle service hours (hh:mm)</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Route schedule is attached (if available): Yes / No

b) **Start and end dates of service** (if not July 1, 2016 - June 30, 2018) \_\_\_\_\_

c) **Frequency of service/headways** \_\_\_\_\_

d) **# Miles for one complete service loop** (including service and deadhead miles, but excluding deadhead from originating yard) \_\_\_\_\_

e) **Daily service miles** (including service and deadhead miles, but excluding deadhead from originating yard) \_\_\_\_\_

f) **Service type:** commuter, community, fixed route, on-demand, door to door, other (describe) \_\_\_\_\_

g) **Number and size of vehicles** (e.g. 2@ 24 passenger capacity) \_\_\_\_\_

h) **Passenger Fare structure, if applicable** (e.g. \$2 adults, \$20 monthly pass, \$5 on-demand service, etc.) \_\_\_\_\_

i) **Route:** Map is attached: Yes / No (If not available, describe route below)  
 \_\_\_\_\_

j) **Website/URL where the shuttle schedule is posted:** \_\_\_\_\_

k) **Customer Feedback.** The phone number, email, website and/or other contact information by which passengers can request information, comment, or complain.  
 \_\_\_\_\_

## Exhibit B: NATIONAL TRANSIT DATABASE REPORTING REQUIREMENTS

The NTD was established by Congress to be the Nation's primary source for information and statistics on the transit systems of the United States. Recipients or beneficiaries of grants from the Federal Transit Administration (FTA) under the Urbanized Area Formula Program (§5307) or Other than Urbanized Area (Rural) Formula Program (§5311) are required by statute to submit data to the NTD. Over 660 transit providers in urbanized areas currently report to the NTD through the Internet-based reporting system. Each year, NTD performance data is used to apportion over \$5 billion of FTA funds to transit agencies in urbanized areas (UZAs). Annual NTD reports are submitted to Congress summarizing transit service and safety data.

Below is a partial list of reported elements that may change at any time. For additional information, please go to the National Transit Database website at: [www.ntdprogram.gov/ntdprogram/index.htm](http://www.ntdprogram.gov/ntdprogram/index.htm).

- a) **Deadhead (Miles/Hours):** The miles and hours that a vehicle travels when out of revenue service.
  - i) Deadhead includes:
    - 1) • Leaving or returning to the garage or yard facility;
    - 2) • Changing routes;
    - 3) • When there is no expectation of carrying revenue passengers;
  - ii) However, deadhead does not include:
    - 1) • Charter service;
    - 2) • School bus service;
    - 3) • Operator training;
    - 4) • Maintenance training;
- b) **Fuel Consumed:** The quantity of fuel consumed for the service (by fuel type);
- c) **Mechanical System Failure - Major:** A failure of some mechanical element of the revenue vehicle that prevents the vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip because actual movement is limited or because of safety concerns;
- d) **Mechanical System Failure - Other:** A failure of some other mechanical element of the revenue vehicle that, because of local agency policy, prevents the revenue vehicle from completing a scheduled revenue trip or from starting the next scheduled revenue trip even though the vehicle is physically able to continue in revenue service. Any mechanical problem that delayed service more than five minutes, even if no Road Call was required;

- e) **Passenger Miles Traveled (PMT):** The cumulative sum of the distances ridden by each passenger;
- f) **Reportable Incident:** A safety or security incident occurring on transit property or otherwise affecting revenue service that results in one or more of the following conditions:
  - i) A fatality confirmed within 30 days of the incident;
  - ii) An injury requiring immediate medical attention away from the scene for one or more persons;
  - iii) Property damage equal to or exceeding \$25,000;
  - iv) An evacuation for life safety reasons; or
  - v) A mainline derailment.
- g) **Revenue Service (Miles, Hours, and Trips):** The time when a vehicle is available to the general public and there is an expectation of carrying passengers. Vehicles operated in fare free service are considered in revenue service.
  - i) Revenue service includes:
    - 1) • Layover / recovery time.
  - ii) Revenue service excludes:
    - 1) • Deadhead
    - 2) • Vehicle maintenance testing
    - 3) • School bus service, and
    - 4) • Charter service.
- h) **Total Service (Miles or Hours):** The time or miles from when a transit vehicle starts (pull-out) from a garage to go into revenue service to the time or miles it returns to the garage (pull-in) after completing its revenue service.
  - i) Since total service covers the time or miles between:
    - 1) • Pullout; and
    - 2) • Pull-in;
  - ii) It therefore includes both:

- 1) • Deadhead; and
  - 2) • Revenue service;
- i) **Unlinked Passenger Trips (UPT):** The number of passengers who board public transportation vehicles. Passengers are counted each time they board vehicles no matter how many vehicles they use to travel from their origin to their destination.

TEMPLATE

**Exhibit C: QUARTERLY/ANNUAL PROGRESS REPORT FORM**

TEMPLATE

**San Mateo County Transportation Authority  
Quarterly/Annual Shuttle Program Progress Report Form  
Reporting Period: Month/Year to Month/Year**

(Please complete all highlighted/shaded cells)

Shuttle Route Name: \_\_\_\_\_  
 Oversight Agency: \_\_\_\_\_  
 Sponsor: \_\_\_\_\_  
 SMCTA Project ID: \_\_\_\_\_  
 Person Completing Form: \_\_\_\_\_  
 Date: \_\_\_\_\_

\$OpCost/Pax	#DIV/0!
Boardings/Hr	#DIV/0!

**1) Cost (Totals for Reporting Period)**

Operating Costs (to manage and/or operate service)	\$0.00	Please list contractor that operates shuttle service (PCA, MV, etc) _____
Insurance	\$0.00	
Fuel Surcharge (if any)	\$0.00	
Admin Costs (personnel expenses)	\$0.00	
Other Direct Costs (printing, marketing materials, etc.)	\$0.00	
Other Costs (specify)	\$0.00 (add lines as needed)	
<b>TOTAL OPERATING COST</b>	<b>\$0.00</b>	

**2) Funding (Totals for Reporting Period)**

Funding Sources	Annual Amount (\$)	Percent
SMCTA Meas. A (Shuttle)	\$0.00	#DIV/0!
SMCTA Meas. A (Local)	\$0.00	#DIV/0!
C/CAG	\$0.00	#DIV/0!
City	\$0.00	#DIV/0!
Employers	\$0.00	#DIV/0!
Fares (if applicable)	\$0.00	#DIV/0!
Others (specify)	\$0.00	#DIV/0! (add lines as needed)
<b>Total</b>	<b>\$0.00</b>	<b>#DIV/0!</b>

**3) Service Description**

a) Hours of Operation

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	
Hours of operation								Total passenger service-hours/week: <input type="text" value="0.00"/>
Hours of operation								
Hours of operation								
Total passenger service-hours/day								
<b>TOTAL ACTUAL PASSENGER SERVICE-HOURS FOR REPORTING PERIOD:</b>								<input type="text" value="0.00"/>

b) Start and end dates of service (if not a continuation of service) \_\_\_\_\_

c) Headways \_\_\_\_\_

d) Total route miles \_\_\_\_\_

e) Service type (On demand, fixed route, etc) \_\_\_\_\_

f) Number and size of vehicles (e.g. 2@64 pass and 1@150 pass) \_\_\_\_\_

g) Passenger Fare structure (e.g. \$2 adults, \$1 seniors, \$5 on-demand service, etc.) \_\_\_\_\_

h) Is this a Commuter, Community or On-demand Service? \_\_\_\_\_

i) Please attach a current schedule and map of service. Describe any service changes during the reporting period.

\_\_\_\_\_

**4) Performance**

a) Total passengers by month

July	August	September	October	November	December	January	February	March	April	May	June
<b>TOTAL PASSENGERS FOR REPORTING PERIOD:</b>											<input type="text" value="0"/>

b) Average weekday boardings

Weekday	Saturday	Sunday

c) Total vehicle hours/quarter (includes dead heading time) \_\_\_\_\_

d) Revenue vehicle hours/quarter (revenue generating time only) \_\_\_\_\_

e) Total vehicle miles/quarter (includes dead heading miles) \_\_\_\_\_

f) Revenue vehicle miles/quarter (revenue generating miles only) \_\_\_\_\_

g) On-time performance (%) \_\_\_\_\_

h) Provide data collection source and information (e.g. manual counts performed every day by driver, automated person counters used, independent survey performed by TDS on 4/13-4/18). Attach sheets if applicable.

\_\_\_\_\_

i) Customer Complaints. Report any complaints that this service has received during the reporting period. Please include the type (missed pick-up, on-time performance, etc.) of complaint and the number of each. Attach sheets if applicable.

\_\_\_\_\_

j) Media: Attach any copies of media articles, press releases, newsletter articles, or publicity materials regarding the Project

\_\_\_\_\_

**Exhibit D: REIMBURSEMENT CLAIM FORM**

TEMPLATE

Exhibit D  
REIMBURSEMENT CLAIM  
San Mateo County Measure A Funds

Purchase Order #:  
 SMCTA Project ID:  
 SMCTA Project Allocation: \$0.00  
 Claim Date: (date completing this claim)  
 Claim Number: (start from 1, and re-number with each new claim)  
 Claim Period: (period of incurred expenses, e.g. July - Sept 2016)  
 Claim Amount: \$0.00

Consultant/Contractor/ Vendor	Invoice #	Invoice Total	Funding Source			Prior Total Measure A \$	Life to Date Measure A \$	Measure A Budget Balance
			Fund Source1	% of Ttl	Fund Source2			
				#DIV/0!		#DIV/0!		#DIV/0!
				#DIV/0!		#DIV/0!		#DIV/0!
				#DIV/0!		#DIV/0!		#DIV/0!
				#DIV/0!		#DIV/0!		#DIV/0!
<b>Total</b>		-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!
		-	-	#DIV/0!	-	#DIV/0!	-	#DIV/0!

Quarterly Shuttle Progress Report for Shuttle included? Y/N

Please issue check payable to:  
 Agency  
 Contact person  
 Address