

**CITY OF PALO ALTO  
MEMORANDUM OF UNDERSTANDING  
BETWEEN THE CITY OF PALO ALTO AND CITY OF MENLO PARK  
FOR FAIR VALUE COMMUTING – MOBILITY ON DEMAND**

This Memorandum of Understanding (“Agreement”), dated for convenience on May 2, 2019, by and between the CITY OF PALO ALTO, a California chartered municipal corporation (“CITY”), and (CITY OF MENLO PARK, 701 LAUREL STREET, MENLO PARK, CA 94025) (“PARTNER CITY”), each a “party” and collectively the “parties”. In consideration of their mutual covenants, the parties hereto agree as follows:

1. **SERVICES.** The Parties shall provide or furnish the services (the “Services”) to each other in the time and manner described in the Scope of Services, attached at Exhibit A.
2. **EXHIBITS.** The following exhibits (and the terms contained therein) are attached to and made a part of this Agreement:

- “A” - Scope of Services
- “B” - FTA Requirements
- “C” - FTA Grant Agreement

***CONTRACT IS NOT COMPLETE UNLESS ALL INDICATED EXHIBITS ARE ATTACHED.***

3. **TERM.** The term of this MOU is from April 1, 2019 to December 31, 2019 inclusive, subject to the provisions of Section 10 (“Termination”).
4. **INDEPENDENT CONTRACTOR.** It is understood and agreed that in the performance of this Agreement, PARTNER CITY and any person employed by PARTNER CITY shall at all times be considered an independent contractor and not an agent or employee of CITY. PARTNER CITY shall be responsible for employing or engaging all persons necessary to complete the work required under this Agreement.
5. **SUBCONTRACTORS.** PARTNER CITY may not use subcontractors to perform any Services under this Agreement unless PARTNER CITY obtains prior written consent of CITY. PARTNER CITY shall be solely responsible for directing the work of approved subcontractors and for any compensation due to subcontractors.
6. **COMPLIANCE WITH LAWS.** PARTNER CITY shall in the performance of the Services comply with all applicable federal, state and local laws, ordinances, regulations, and orders, including the requirements of the Federal Transit Administration in Exhibit B and Exhibit C of this Agreement.

**7. MONITORING OF SERVICES.** CITY may monitor the Services performed under this Agreement to determine whether PARTNER CITY's work is completed in a satisfactory manner and complies with the provisions of this Agreement.

**8. AUDITS.** PARTNER CITY agrees to permit CITY and its authorized representatives to audit, at any reasonable time during the term of this Agreement and for three (3) years from the date of final payment, PARTNER CITY's records pertaining to matters covered by this Agreement. PARTNER CITY agrees to maintain accurate books and records in accordance with generally accepted accounting principles for at least three (3) years following the terms of this Agreement.

**9. HOLD HARMLESS.** Each Party shall indemnify and hold harmless to the fullest extent permitted by law the other Party and each of their respective affiliates, owners, lenders, directors, officers, investors, members, managers, employees, attorneys, agents, contractors, sublicensees, affiliates, subsidiaries, successors, and assigns from and against any and all damages, liabilities, costs, expenses, claims, and/or judgments, including, without limitation, reasonable attorney's fees and disbursements that any of them may suffer from or incur and that may directly or indirectly arise and/or result from either Party's gross negligence or willful misconduct.

**10. TERMINATION.** Either party may terminate this Agreement without cause by giving thirty (30) days' prior written notice. If either party fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, the non-defaulting party may terminate this Agreement immediately upon written notice of termination. Upon receipt of such notice of termination, the defaulting party shall immediately discontinue performance. Upon termination, PARTNER CITY shall immediately deliver to the City Manager any and all copies of studies, sketches, drawings, computations, and other material or products, whether or not completed, prepared by PARTNER CITY or given to PARTNER CITY, in connection with this Agreement. Such materials shall become the property of CITY.

**11. ASSIGNMENTS/CHANGES.** This Agreement binds the parties and their successors and assigns to all covenants of this Agreement. This Agreement shall not be assigned or transferred without the prior written consent of CITY and PARTNER CITY. No amendments, changes or variations of any kind are authorized without the written consent of CITY and PARTNER CITY.

**12. GOVERNING LAW.** This Agreement shall be governed and interpreted by the laws of the State of California.

**13. ENTIRE AGREEMENT.** This Agreement, including all exhibits, represents the entire agreement between the parties with respect to the services that may be the subject of this Agreement. Any variance in the exhibits does not affect the validity of

the Agreement and the Agreement itself controls over any conflicting provisions in the exhibits. This Agreement supersedes all prior agreements, representations, statements, negotiations and undertakings whether oral or written.

**14. NON-APPROPRIATION.** 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.

**15. AUTHORITY.** The individual(s) executing this Agreement on behalf of the parties represent and warrant that they have the legal capacity and authority to do so on behalf of their respective legal entities.

**16. INTELLECTUAL PROPERTY.** PARTNER CITY hereby waives any and all ownership and intellectual property rights to all developments, inventions, creations, contributions, plans, designs, deliverables and any and all other work product (whether in tangible media, electronic media or otherwise) that are directly or indirectly developed (whether by itself or with others) in the course of this Agreement, or using Confidential Information (or any portion thereof) in the scope of Services belonging to or directly or indirectly provided by the CITY OR PARTNER CITY.

To the extent that any portions of the work product are not eligible as a work made for hire, PARTNER CITY hereby assigns and transfers entirely and irrevocably to Right Click Solutions, Inc. ("CONTRACTOR") all rights, title and interest in and to the work product (including without limitation any and all intellectual property rights thereto and all goodwill associated therewith and symbolized thereby), in any and all media now or hereafter known, throughout the world and in perpetuity.

PARTNER CITY hereby irrevocably waives any and all "moral rights" and similar rights now or hereafter existing in and to all work product developed under this Agreement.

PARTNER CITY recognizes CONTRACTOR's exclusive right, title, and interest in and to all service marks, trademarks, and trade names and other intellectual property directly or indirectly used by CONTRACTOR and PARTNER CITY agrees not to directly or indirectly engage in any activities or commit any acts, directly or indirectly, that may contest, dispute, or otherwise impair CONTRACTOR's exclusive right, title, and interest therein, nor shall PARTNER CITY directly or indirectly cause diminishment of value of said trademarks or trade names or intellectual property through any act or representation. PARTNER CITY shall not apply for, use, acquire, or claim any right, title, or interest in or to any CONTRACTOR service marks, trademarks, or trade names, or other intellectual

property that may be confusingly similar to any of them, through advertising or otherwise.

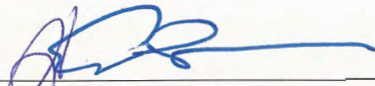
PARTNER CITY is subject to the intellectual property rights (among others) of the United States Federal Transit Administration ("FTA") as promulgated in the FTA's Master Agreement, as amended by the FTA. Should the FTA assert its rights pursuant to the Master Agreement to intellectual property developed under this Agreement, PARTNER CITY shall comply with the FTA's requirements as detailed in the Master Agreement.

**17. CONFIDENTIAL INFORMATION.** Except as permitted herein and subject to applicable laws, including any disclosure requirements impacting CITY or PARTNER CITY, each party agrees to preserve as confidential and hold in trust for the benefit of the other Party all Confidential Information (defined below) learned in connection with or related to this Agreement. Each Party will not directly or indirectly use or disclose Confidential Information outside the scope of Services or the delivery of the deliverables of the other Party, regardless of why this Agreement ended. "Confidential Information" includes source code, library code, object code, know-how, deliverables, trade secrets, tech pack data and instructions, technical data, processes, designs, collection plans, graphic designs, sourcing, inventions, discoveries, applications, business plans, computer software designs and systems, routines and sub-routines, market studies, processing techniques, personally identifiable information, all intellectual property rights. If either Party requests, the non-requesting Party shall promptly return to the requesting Party or permanently destroy, or irretrievably delete and verify same in writing, as specified by the requesting Party, all of the requesting Party's Confidential Information, together with all copies, extracts, notes or summaries thereof.

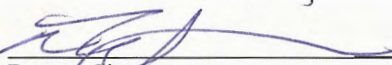
**18. DISCLAIMER.** THE SERVICES AND DELIVERABLES ARE DELIVERED "AS IS", WITHOUT ANY REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER, INCLUDING EXPRESSED OR IMPLIED AND/OR ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE.

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

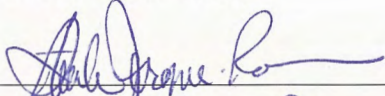
**CITY OF PALO ALTO**

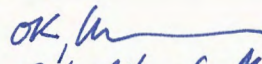
  
\_\_\_\_\_  
City Manager

**Approved as to form:**

  
\_\_\_\_\_  
Deputy City Attorney  
TIM SHIMIZU, DEPUTY  
CITY OF PALO ALTO

**CITY OF MENLO PARK**

By   
\_\_\_\_\_  
Name Starla Jerome-Robinson  
Title City Manager

  
OK, \_\_\_\_\_  
City Attorney for Menlo Park

## **EXHIBIT A SCOPE OF SERVICES**

The City of Palo Alto and Prospect Silicon Valley (ProspectSV) will provide overall program leadership and management to PARTNER CITY during the term of this Agreement by providing access to project/program staff/team members, including topical experts and researchers, access to the Commuter Wallet platform during the term of this agreement, subject to the City of Palo Alto procuring a qualified vendor and deploying the platform, provide access to the Enterprise Commute Trip Reduction (ECTR) Software. In addition, the City of Palo Alto and ProspectSV will handle project-wide administration and reporting tasks, aiming to allow PARTNER CITY to focus on implementation of the project at your site and will assist each employer pilot site throughout the FVC Demonstration including but not limited to the following:

### **1. Program Set Up**

- Work with PARTNER CITY on initial steps including data gathering, TDM policy assessment, payroll policy/administration research.
  - Identify the types of information about existing commuter benefits that will be useful to help structure new elements of the pilot program
  - Help assess / provide feedback on your existing commute benefit policies
  - Identify potential opportunities to interface your payroll system/administration with new TDM software platforms
  - Interface with you and the Independent Evaluation Team to conduct baseline and follow-up surveys
  - Coordinate discussion of feebate carrot/stick or cash out policies

### **2. Marketing Support**

- Work with you to set up an internal marketing and deployment schedule
- Coordinate with RideAmigos and other project team members to provide input and feedback on your internal marketing materials
- Coordinate with you and project team members on specific campaigns, such as contests or challenges

### **3. Enterprise Commute Trip Reduction (ECTR) Software – RideAmigos**

- This includes but is not limited to, providing access to the RideAmigos ECTR platform during the term of this Agreement, including the following services that are supported by RideAmigos: ECTR Core Platform, Development & License, On-boarding, Support & Admin Training, Maintenance & Hosting, RideAmigos Academy Enrollment, Custom Development.

4. Commuter Wallet Software Deployment
  - City of Palo Alto will provide access and license to commuter wallet functionality that is developed through the course of this project.
  - On boarding, training, hosting, maintenance, would be included in any commuter wallet deployment to the extent that commuter wallet functionality is deployed.
5. One-time grant to PARTNER CITY in the amount of five-thousand dollars (\$5,000) that shall be used to further the goals of this MOU as long as the funds are spent in compliance with the FTA grant agreement, the FTA Master Agreement and purchases are made in accordance to FTA's "Buy America" requirement.
6. Workshops and meetings with topical experts, researchers, and other pilot partner Commute Champions to aid in learning, knowledge sharing, collaboration, and coalition building.

**PARTNER CITY shall:**

1. Commit to participate through December 31, 2019 with an option of a three (3) month extension if project start date is delayed.
2. Provide executive support to adopt and enable project components, even if temporary, including but not limited to the following:
  - Interacting with administrative systems including IT and HR
  - Testing of fees, rebates, and incentives that are related to employee commute travel behavior
  - Marketing and enrollment in software platforms (RideAmigos ECTR platform and Commuter Wallet platform)
  - Supplementary investment in gap filling services (optional beyond the amount provided by the City of Palo Alto)
  - Assigning and maintaining staff-level support for the Demonstration Project (designate staff Commute Champion and allow continued participation for the duration of the project)
3. To the extent that the Commuter Wallet functionality is deployed, the PARTNER CITY will provide input and feedback on the Commuter Wallet.
4. Participate in project research (insights into employer level barriers)
  - Research into existing and planned internal policies on commute benefits, parking
  - Meetings, surveys with research team
  - Participate in the development of customized policy and funding mechanisms to support ongoing operation of the project components, should PARTNER CITY elect to continue
5. Assign Commute Champion(s) who is responsible for:

- Recruiting and maintaining 10-20 actively participating employees
  - Program marketing, advertising, employee communication to maintain active participation (employees commit to using RideAmigos ECTR platform and Commuter Wallet platform daily; meet with Commute Champion occasionally, complete research surveys, complete exit survey if leaving program early)
  - Determining appropriate incentives, fees, rebates for PARTNER CITY
  - Providing first level software support to participating employees
  - Administering research surveys to all potentially eligible employees and to participating employees
6. Provide employee data
- Data for gap analysis: home and work locations, commute characteristics, income, age, gender; may be administered through survey mechanisms or employee records
  - Usage level of existing commute benefit programs
  - Data necessary to demonstrate integration of the RideAmigos ECTR platform and Commuter Wallet platform with PARTNER CITY administrative/IT/HR/payroll systems, such as financial transactions (fees, rebates, incentives), commute benefits transactions (pass through of subsidies, transit passes), and rewards (merchandise, gift cards, prize draws, earned administrative leave, etc. as determined by PARTNER CITY)
7. Every month report the time and billing rates of PARTNER CITY's staff time that work on this project
- The billing rate shall include the fully benefited hourly wage (and not just the hourly wage) and shall be submitted to the City of Palo Alto by the 5<sup>th</sup> of every month.
8. Use one-time grant in the amount of five-thousand dollars (\$5,000) to further the goals of this MOU, spend funds in compliance with the FTA grant agreement, the FTA Master Agreement and purchases are made in accordance to FTA's "Buy America" requirement, maintain records and receipts and submit to City of Palo Alto on a monthly basis.
- a. The Partner City must prepare and submit monthly reports on the use of the funds. The report must include any and all applicable receipts, purchase orders, accounting reports, expense reports, or other applicable reports that demonstrate the use of the funds.
  - b. Funds must be used for direct approved project costs such as supplies, materials, and participant incentives.
  - c. The Partner City agrees to request approval in writing for an expense that is not previously approved.
  - d. The project partner agrees to expend the funds in ways that are consistent with federal guidelines as well as in ways that are in accordance with state and local policies and practices regarding use of public funds.

9. Participate in post-project interviews and surveys.



**EXHIBIT B**  
**FTA REQUIREMENTS**

PARTNER CITY 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 18. Rights in Data and Copyrights (the entire section).

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>

**EXHIBIT C**  
**FTA GRANT AGREEMENT**  
*(see next page)*

# DOT

# FTA

U.S. Department of Transportation

Federal Transit Administration

## 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	55-00 (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.

Date	Description	Date
	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

**Comment By** Christina Gikakis

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Comment Type Environmental Concurrence  
Date 1/18/2017  
Comment This project has a categorical exclusion.

**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.

**Comment By** Stephen Pereira

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Comment Type Legal Concurrence

Date 2/10/2017

Comment

**Comment By Vincent Valdes**

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*