PROJECT FUNDING AGREEMENT
between
ALAMEDA COUNTY TRANSPORTATION COMMISSION
and the
CITY OF SAN LEANDRO
for the
SAN LEANDRO REHABILITATION PROJECT FISCAL YEARS 2020/21 AND 2021/22

This Project Funding Agreement ("AGREEMENT"), dated for reference purposes only as of June 17, 2021, is by and between ALAMEDA COUNTY TRANSPORTATION COMMISSION, a joint powers agency ("ALAMEDA CTC"), and the CITY OF SAN LEANDRO, a public agency ("PROJECT SPONSOR").

This AGREEMENT obligates funds from one or more ALAMEDA CTC administered funding programs as indicated below, and as further specified in Appendix A: Project Control Information and Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT, for the PROJECT, as such term is defined in Recital K below.

- ☐ 2000 Measure B
- ☒ 2014 Measure BB
- ☐ Vehicle Registration Fee
- ☐ Transportation Fund for Clean Air
- ☐ CMA TIP

RECITALS

A. The voters of Alameda County, pursuant to the provisions of the Bay Area County Traffic and Transportation Funding Act, Public Utilities Code Section 131000, et seq., approved Measure B at the General Election held in November 1986, authorizing the collection of a one-half cent transaction and use tax over a fifteen (15)-year period to address major transportation needs and congestion in Alameda County and giving Alameda County Transportation Authority ("ACTA") the responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 1986 Measure B tax will be used to pay for investments as outlined in the 1986 Alameda County Transportation Expenditure Plan ("1986 TEP"), as it may be amended. Although collection of the 1986 Measure B tax ceased in 2002, a number of capital projects funded wholly or in part by 1986 Measure B funds will not be completed until 2018 or later.

B. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, Public Utilities Code Section 180000, et seq., approved the reauthorization of Measure B at the General Election held on November 7, 2000, authorizing the collection of a one-half cent transaction and use tax that will be collected for twenty (20) years beginning April 1, 2002 and giving Alameda County Transportation Improvement Authority ("ACTIA") responsibility for the administration of the proceeds of the tax along with other funds. The proceeds from the 2000 Measure B tax will be used to pay for investments as outlined in the 2000 Alameda County Transportation Expenditure Plan ("2000 TEP"), as it may be amended.

C. The voters of Alameda County, pursuant to Section 65089.20 of the Government Code, approved Measure F, the Vehicle Registration Fee ("VRF"), authorizing Alameda County Congestion

Management Agency ("ACCMA") to administer the proceeds from a $10 per year vehicle registration fee on each annual motor-vehicle registration or renewal of registration in Alameda County, starting in May 2011, six months following approval of Measure F. Vehicles subject to the VRF include all motorized vehicles, including passenger cars, light-duty trucks, medium-duty trucks, heavy-duty trucks, buses of all sizes, motorcycles, and motorized camper homes, unless vehicles are expressly exempted from the payment of the VRF.

D. By resolutions adopted by the ACTA and ACTIA Boards on June 24, 2010, all of ACTA's functions and responsibilities were assigned to, and accepted by, ACTIA. On that same date, the ACTIA and ACCMA Boards took the final actions to create ALAMEDA CTC, a joint powers authority with all responsibilities of ACTIA and ACCMA. Pursuant to resolutions adopted by the ACTIA and ACCMA Boards and the Commission of ALAMEDA CTC, ACCMA and ACTIA were terminated as of the close of business on February 29, 2012, with ALAMEDA CTC designated as the successor entity. All of its predecessors' functions and responsibilities have been assigned to, and accepted by, ALAMEDA CTC.

E. The voters of Alameda County, pursuant to the provisions of the Local Transportation Authority and Improvement Act, California Public Utilities Code Section 180000 et seq., approved Measure BB at the General Election held on November 4, 2014, authorizing the extension of an existing one-half of one percent transaction and use tax scheduled to terminate on March 31, 2022, and the augmentation of the tax by one-half of one percent, and giving ALAMEDA CTC responsibility for the administration of the proceeds of the 2014 Measure BB tax. The duration of the 2014 Measure BB tax will be 30 years from the initial year of collection, which began April 1, 2015, with said tax to terminate/expire on March 31, 2045. The proceeds from the 2014 Measure BB will be used to pay for investments as outlined in the 2014 Alameda County Transportation Expenditure Plan ("2014 TEP"), as it may be amended.

F. As the Transportation Fund for Clean Air ("TFCA") Program Manager in Alameda County, ALAMEDA CTC annually programs 40 percent of the TFCA funds collected in Alameda County. ALAMEDA CTC will receive these funds from the Bay Area Air Quality Management District ("BAAQMD"), and will then reimburse these funds to eligible project sponsors.

G. ALAMEDA CTC is continuing the implementation of the CMA Exchange Program, originally established by the ACCMA, for the purpose of providing local or otherwise unrestricted funds to ALAMEDA CTC for use in projects and programs adopted into the CMA Transportation Improvement Program ("CMA TIP") by ALAMEDA CTC.

H. The funding programs administered by ALAMEDA CTC and available for projects and programs that benefit the Alameda County transportation system, consisting of 1986 Measure B, 2000 Measure B, 2014 Measure BB, VRF, TFCA, and CMA TIP, are collectively defined as and shall be referenced as the "ALAMEDA CTC ADMINISTERED FUNDS" herein.

Direct Local Distribution ("DLD") funding distributed pursuant to 2000 Measure B, VRF and 2014 Measure BB is covered by separate agreements between ALAMEDA CTC and DLD recipients.

I. Measure B, Measure BB, VRF, and TFCA funds obligated by this Agreement shall be programmed, allocated, and expended for the purpose defined and in accordance with the provisions set forth in the applicable transportation expenditure plans, or the BAAQMD-approved TFCA County Program Manager Policies.

J. ALAMEDA CTC programs and allocates ALAMEDA CTC ADMINISTERED FUNDS through the ALAMEDA CTC Comprehensive Investment Plan ("CIP") that is updated periodically to summarize the programming and allocations of ALAMEDA CTC ADMINISTERED FUNDS, and the policies, procedures and requirements related to the expenditure of ALAMEDA CTC ADMINISTERED FUNDS.

K. The PROJECT SPONSOR is implementing a project or program ("PROJECT") that is eligible for ALAMEDA CTC ADMINISTERED FUNDS. The PROJECT and the strategy to implement the PROJECT are described in greater detail in Appendix A: Project Control Information.

L. This AGREEMENT obligates funds from one or more of ALAMEDA CTC administered funding programs as specified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement, for the PROJECT and the phase(s) described in Appendix A: Project Control Information. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are available to reimburse eligible costs incurred by PROJECT SPONSOR for the PROJECT and the phase(s) described in Appendix A: Project Control Information.

M. The issuance of bonds or another financing mechanism are possible funding options as part of ALAMEDA CTC administered funding programs to meet cash flow requirements of each individual program based on current schedule and project delivery information.

NOW, THEREFORE, it is agreed by and between the parties as follows:

SECTION I

PROJECT SPONSOR AGREES:

1. PROJECT SPONSOR shall implement the PROJECT in accordance with all requirements in this AGREEMENT and the following appendices attached hereto and incorporated herein by reference.

    a. Appendix A: Project Control Information
    b. Appendix B: Alameda CTC Administered Funds Obligated by this Agreement
    c. Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements
    d. Appendix D: Local Business Contract Equity Program
    e. Appendix E: Deliverables and Due Dates
    f. Appendix F: Project Performance Measures
    g. Appendix G: Transportation Fund for Clean Air Policies and Requirements

2. PROJECT SPONSOR shall perform the necessary work associated with the PROJECT required to implement PROJECT as described in Appendix A: Project Control Information.

3. PROJECT SPONSOR shall inform ALAMEDA CTC in writing of any changes to the information contained in Appendix A: Project Control Information as soon as PROJECT SPONSOR becomes

aware of such changes. Per Section III.2, any changes that require an amendment to this AGREEMENT must be approved by ALAMEDA CTC prior to the PROJECT SPONSOR implementing the change.

4. PROJECT SPONSOR shall commit to the timing of ALAMEDA CTC ADMINISTERED FUNDS as described in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. PROJECT SPONSOR shall expend ALAMEDA CTC ADMINISTERED FUNDS received under this AGREEMENT in accordance with all applicable provisions of law and shall return to ALAMEDA CTC all funds that are not expended in accordance with all applicable provisions of law.

6. PROJECT SPONSOR shall be responsible for costs in excess of the total of the funding obligations shown in Appendix A: Project Control Information. Costs in excess of the total of the funding obligations will not be reimbursed with ALAMEDA CTC ADMINISTERED FUNDS unless this AGREEMENT is amended or the parties execute separate agreement for a subsequent phase of the PROJECT.

7. PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, funds realized from the sale of any vehicle(s) purchased with ALAMEDA CTC ADMINISTERED FUNDS, if the sale of the vehicle(s) is completed prior to the last day of the last year listed as the PROJECT'S "Years of Effectiveness" as identified in either Appendix A: Project Control Information or Appendix G: Transportation Fund for Clean Air Policies and Requirements. The amount of funds returned to ALAMEDA CTC shall be proportional to the percentage of ALAMEDA CTC ADMINISTERED FUNDS originally used to purchase the vehicle(s).

8. PROJECT SPONSOR staff costs for any local agency, which receives DLD funding, shall not be eligible for reimbursement from ALAMEDA CTC ADMINISTERED FUNDS allocated to the PROJECT. These costs can be included in the total cost and funding amounts for the purposes of the cost and risk sharing provisions of this AGREEMENT, but PROJECT SPONSOR staff costs shall not be eligible for reimbursement by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, unless specifically identified as eligible in Appendix A: Project Control Information.

9. Fringe benefits for PROJECT SPONSOR staff time shall not exceed a maximum mark-up rate of 70% of the hourly wage. PROJECT SPONSOR staff costs may include the individual's actual hourly wage rate plus an approved fringe benefit of no more than 70% of the hourly wage, and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of the PROJECT SPONSOR'S staff.

10. Overhead, or "indirect," costs associated with PROJECT SPONSOR staff time are not eligible for the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and shall not be included in the total eligible PROJECT cost calculations used to determine the ALAMEDA CTC ADMINISTERED FUNDS share of such total eligible PROJECT costs, unless specifically approved in writing by ALAMEDA CTC.

11. The cost of maintenance, security, or protection performed by PROJECT SPONSOR or third-party contractors during any temporary suspension of activities associated with the PROJECT will not be considered an eligible cost for reimbursement by ALAMEDA CTC.

12. PROJECT SPONSOR shall advertise, award and administer any professional services contract for PROJECT work not performed by PROJECT SPONSOR.

13. PROJECT SPONSOR shall invite ALAMEDA CTC staff to participate as a voting member of PROJECT SPONSOR's selection panels for the selection of professional consultants and furnish copies of the professional services contracts to ALAMEDA CTC for ALAMEDA CTC's review and approval prior to approval by the PROJECT SPONSOR on contracts utilizing Measure B, Measure BB, and Vehicle Registration Fee funds upon ALAMEDA CTC's request.

14. All contracts approved by PROJECT SPONSOR funded wholly or in part by funds authorized by Measure B, Measure BB, and Vehicle Registration Fee administered by ALAMEDA CTC are required to comply with ALAMEDA CTC's Local Business Contract Equity Program as referenced in Appendix D: Local Business Contract Equity Program. To the extent that the procurement of a contract is not required to include the contract goals specified in ALAMEDA CTC's Local Business Contract Equity Program, PROJECT SPONSOR shall not be relieved from the responsibility of reporting LBE/SLBE/VLSBE participation in the contract. PROJECT SPONSOR shall provide this data as required with any request for reimbursement submitted to ALAMEDA CTC.

15. PROJECT SPONSOR shall require that professional services consultants, construction services contractors, volunteer service individuals involved with the PROJECT, and any other contractors or subcontractors name ALAMEDA CTC, its governing body, officers, employees and consultants as additional insureds on all insurance required by PROJECT SPONSOR for PROJECT. PROJECT SPONSOR shall keep and maintain confirmation of such insurance coverage, and shall submit copies of such confirmation to ALAMEDA CTC upon reasonable request. If this AGREEMENT includes any TFCA funds, PROJECT SPONSOR shall comply with the insurance requirements specified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

16. PROJECT SPONSOR shall provide ALAMEDA CTC with periodic (i.e., monthly, quarterly or semi-annually) progress reports. The required progress reporting frequency schedule and forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. Progress reports are due by the last day of each calendar month following the established reporting period in which the work was performed. These reports shall describe the current status of the PROJECT, actions taken, total costs incurred, reimbursable costs incurred during the previous month; actions expected to be taken during the next month; an updated schedule with estimated completion date, scope changes, project-related issues, notices of potential claims, general project issues, contract change orders, performance reporting, reporting of DBE, LBE, SLBE and VLSBE participation from prime and first tier subconsultants as applicable, and any additional relevant information requested by ALAMEDA CTC.

17. PROJECT SPONSOR shall submit to ALAMEDA CTC a Request for Reimbursement in accordance with the minimum required invoicing frequency established for the PROJECT, but not more than one such request per month, for reimbursement of eligible PROJECT costs and expenses incurred by PROJECT SPONSOR. The required minimum invoicing frequency and invoice forms are provided in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements. If PROJECT SPONSOR does not incur any reimbursable expenses during the minimum invoicing period, in lieu of submitting an invoice, PROJECT SPONSOR shall submit a letter or a statement as part of the required progress report for the same period confirming that no reimbursable costs were incurred during the given period. If PROJECT SPONSOR is requesting reimbursement for costs incurred as a result of a contract or agreement with a third party that contains a contract amount of $50,000 or greater in value, e.g. a consultant, contractor or other entity,

PROJECT SPONSOR shall submit an electronic copy of the fully executed contract or agreement to ALAMEDA CTC (upon ALAMEDA CTC'S request) prior to ALAMEDA CTC authorizing reimbursement of such costs. Each Request for Reimbursement shall also include detailed supporting documentation for the total PROJECT costs with the reimbursable portion of the total costs clearly identified. Supporting documentation for the Request for Reimbursement packages includes copies of invoices from vendors, consultants, or contractors and summaries of eligible PROJECT SPONSOR staff time charges. PROJECT SPONSOR may suggest an alternative method, subject to approval in advance by ALAMEDA CTC, to document staff costs charged to the PROJECT.

18. PROJECT SPONSOR shall provide a Parcel and Utility Agreement Tracking Log in a format approved by ALAMEDA CTC upon ALAMEDA CTC's request, if the PROJECT includes the acquisition of right of way and/or the relocation or protection of utility facilities. PROJECT SPONSOR shall also provide a monthly update of the right-of-way acquisition plan to ALAMEDA CTC.

19. PROJECT SPONSOR shall keep in one central location all necessary PROJECT records to demonstrate compliance with this AGREEMENT, including documentation of activities, performance, progress reports, final report, expenses and charges to support invoices submitted to ALAMEDA CTC and other PROJECT reporting requirements as described in Appendix C: Alameda CTC Request for Reimbursement and Reporting Requirements for a period of not less than five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report for ALAMEDA CTC ADMINISTERED FUNDS under this AGREEMENT. If this AGREEMENT includes any TFCA funds, the minimum period required to keep all necessary PROJECT records to demonstrate compliance with this AGREEMENT, is a period of not less than five (5) years after the end of the PROJECT'S established "Years of Effectiveness" period, as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

a. PROJECT SPONSOR and PROJECT SPONSOR's contractors and subcontractors shall each maintain and make available for inspection and audit all books, documents, papers, accounting records, and other evidence pertaining to the performance of such contracts, including, but not limited to, the costs of administering those various contracts.

b. PROJECT SPONSOR shall allow ALAMEDA CTC or its authorized representatives to inspect, audit, or make copies of any PROJECT records for a period of five (5) years after ALAMEDA CTC's payment of the final invoice and the PROJECT SPONSOR'S submittal of the Final Report. The same access shall also be granted to BAAQMD or its authorized representatives for TFCA funds obligated by this AGREEMENT.

20. PROJECT SPONSOR shall comply with all of the following publicity requirements under Section I.20 to inform the public on the use of ALAMEDA CTC ADMINISTERED FUNDS on the PROJECT.

a. PROJECT SPONSOR shall credit ALAMEDA CTC as a funding source and display the approved ALAMEDA CTC logo, where practical, on construction informational signs, vehicles or equipment operated or obtained as part of the PROJECT, and on any publically distributed information (e.g., fact sheets, flyers, brochures, maps, schedules, websites, press releases), created for or associated with the PROJECT. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source and display the BAAQMD-approved TFCA logo.

b. PROJECT SPONSOR shall provide updated and accurate PROJECT information on the PROJECT SPONSOR's website, or create such a website if none exists, and provide a link to ALAMEDA CTC website.

c. PROJECT SPONSOR shall publish an article in a printed or electronically distributed publication such as a newsletter, local newspaper, e-publications, or website highlighting the PROJECT and the use of ALAMEDA CTC ADMINISTERED FUNDS at least once per fiscal year. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also credit the BAAQMD as a funding source.

d. PROJECT SPONSOR shall document compliance with the publicity requirements and furnish such documentation upon request, and regularly through the progress and final reporting required by this AGREEMENT, through evidence such as photos of construction and vehicle signage, copies of print, electronic and other media published to satisfy this requirement. For TFCA funding obligated through this AGREEMENT, SPONSOR shall also document that the BAAQMD was credited as a funding source and the BAAQMD-approved TFCA logos were displayed.

e. PROJECT SPONSOR shall notify ALAMEDA CTC and request an exemption as soon as it is reasonably known that the PROJECT SPONSOR is unable to fulfill the requirements under Section I.20 due to extraordinary circumstances.

21. PROJECT SPONSOR shall, to the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), place in the public domain any software, written document, or other product developed with ALAMEDA CTC ADMINISTERED FUNDS received through this AGREEMENT.

22. PROJECT SPONSOR shall participate, upon the request of ALAMEDA CTC, in a Public Awareness Program in partnership with ALAMEDA CTC and/or its community advisory committees as a means of informing the public of the benefits being derived from the use of ALAMEDA CTC ADMINISTERED FUNDS.

23. PROJECT SPONSOR shall obtain all state, local and federal permits and approvals for work, including environmental approvals in accordance with the National Environment Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable. PROJECT SPONSOR will comply with all applicable state and federal laws and regulations.

24. PROJECT SPONSOR shall render a report or answer any and all inquiries, upon ALAMEDA CTC's request, in regard to its receipt, compliance audit findings, and usage of its funds before the ALAMEDA CTC Commission, Independent Watchdog Committee, and/or community advisory committees, as applicable.

25. For TFCA funds obligated by this AGREEMENT, a PROJECT SPONSOR who has failed a BAAQMD financial or performance audit for the PROJECT will be excluded from receiving an award of any TFCA funds for five (5) years from the date of BAAQMD's final audit determination. Existing TFCA funds already awarded to the SPONSOR will not be released until all audit recommendations and remedies have been

satisfactorily implemented. A failed BAAQMD financial audit means a final audit report that includes an uncorrected audit finding that confirms an ineligible expenditure of TFCA funds. A failed BAAQMD performance audit means that the PROJECT was not implemented in accordance with the AGREEMENT. SPONSOR shall be afforded a reasonable amount of time to address/cure adverse audit findings.

26. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall return to ALAMEDA CTC, on a pro-rated basis, TFCA funds received under this Agreement if PROJECT is not maintained and/or operated throughout and at least until the conclusion of its "Years of Effectiveness" as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

27. For TFCA funds obligated by this AGREEMENT, PROJECT SPONSOR shall submit a TFCA Final Report to the ALAMEDA CTC. The required content for the TFCA Final Report is identified in the TFCA Final Report Form, referenced in Appendix G.

SECTION II

ALAMEDA CTC AGREES:

1. ALAMEDA CTC shall make a good faith effort to provide all ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT.

2. ALAMEDA CTC shall assist PROJECT SPONSOR when able, upon request and as necessary, in resolving issues related to the PROJECT.

3. ALAMEDA CTC shall provide a copy of its approved logo for PROJECT SPONSOR to use as required by this AGREEMENT.

4. ALAMEDA CTC shall provide notice to the PROJECT SPONSOR of any and all expenditures made by PROJECT SPONSOR, which are not in compliance with the AGREEMENT or the applicable ALAMEDA CTC ADMINISTERED FUNDS promptly after ALAMEDA CTC becomes aware of any such expenditures.

5. ALAMEDA CTC shall provide timely notice to PROJECT SPONSOR prior to conducting an audit of expenditures made by PROJECT SPONSOR to determine whether such expenditures are in compliance with this agreement or the applicable ALAMEDA CTC ADMINISTERED FUNDS.

SECTION III

IT IS MUTUALLY AGREED AS FOLLOWS:

1. That obligations of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT may be shifted between the phases of the PROJECT covered by this AGREEMENT, or between activities in the same phase of the PROJECT, provided that PROJECT SPONSOR: (A) obtains ALAMEDA CTC's prior written approval through completion and submittal to ALAMEDA CTC of a written amendment request, and (B) provides a revised and updated Appendix A: Project Control Information to ALAMEDA CTC which reflects

the requested shift of the funding obligations authorized by this AGREEMENT and demonstrates that the phase or activity from which the funds were shifted remains fully funded. Alternatively, ALAMEDA CTC ADMINISTERED FUNDS may be shifted through an amendment to this AGREEMENT executed by the parties, which amendment shall incorporate a revised and updated Appendix A as described above.

2. ALAMEDA CTC and the PROJECT SPONSOR may jointly authorize an "Administrative Amendment" for any minor schedule revisions, deliverables, or budget revisions that do not increase the total ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT. Any change in the PROJECT scope of work must be approved by ALAMEDA CTC prior to implementation of the change by the PROJECT SPONSOR. Administrative amendment requests sent to ALAMEDA CTC must include a revised Appendix A: Project Control Information which reflects the requested changes by the PROJECT SPONSOR.

3. For the purposes of this AGREEMENT, (i) a "Contract" shall mean and refer to a third party agreement with the PROJECT SPONSOR for services related to PROJECT, including agreements with another public agency, consultant firm, contractor or entity; (ii) "PROJECT SPONSOR Staff" costs include costs related to staff dedicated directly to management, oversight, or development work on the project and may include direct costs including contracts for services, such as legal counsel, that are considered an extension of PROJECT SPONSOR Staff; (iii) "Capital" with respect to any Right-of-Way Capital phase shall mean and refer to the cost to acquire real property, access rights and other property interests; and (iv) "Agreement Expiration Date" shall mean and refer to the expiration date of this AGREEMENT.

4. Funds expended for work directly related to the phases of the PROJECT covered by this AGREEMENT prior to the applicable allowable start date identified in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement will not be considered for reimbursement pursuant to this AGREEMENT. In all cases, reimbursable costs will be limited to those costs shown in Appendix A: Project Control Information, to be funded by ALAMEDA CTC as shown in Appendix B: Alameda CTC Administered Funds Obligated by this Agreement.

5. ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are subject to fund availability and any new requirements and policies imposed by ALAMEDA CTC. The AGREEMENT shall be amended, as necessary, to reflect the applicable requirements.

6. If additional local, state or federal funding is obtained to partially offset ALAMEDA CTC ADMINISTERED FUNDS planned for the PROJECT, ALAMEDA CTC ADMINISTERED FUNDS will not be transferred from the PROJECT until after it is ensured that all phases of the PROJECT can be fully delivered. ALAMEDA CTC ADMINISTERED FUNDS offset by additional local, state or federal funding shall be available for PROJECT only after all other funding planned for PROJECT, as described in Appendix A: Project Control Information, has been committed and/or encumbered to the PROJECT.

7. Should any portion of PROJECT be financed with federal or state funds, all applicable laws, rules and policies relating to the use of such funds shall apply, notwithstanding other provisions of this AGREEMENT.

8. For TFCA funds obligated by this AGREEMENT, this AGREEMENT is subject to the current BAAQMD-approved TFCA County Program Manager Fund Policies included in Appendix G: Transportation Fund for Clean Air Policies and Requirements and any new requirements imposed by the

BAAQMD upon ALAMEDA CTC with respect to the TFCA funds distributed hereunder. ALAMEDA CTC will only distribute TFCA funds under this AGREEMENT to the extent the documented project costs are eligible under the applicable BAAQMD TFCA Policies.

9. The laws of the State of California shall govern this AGREEMENT.

10. All correspondence and communications will contain ALAMEDA CTC project number and name for PROJECT in a clearly identifiable location. For projects with TFCA funds obligated by this AGREEMENT, all correspondence and communications will also contain the TFCA project number as identified in Appendix G: Transportation Fund for Clean Air Policies and Requirements.

11. ALAMEDA CTC reserves the right to conduct technical and financial audits of PROJECT work and records when determined to be necessary or appropriate and PROJECT SPONSOR agrees, and shall require its contractors and subcontractors to agree, to cooperate with ALAMEDA CTC by making all appropriate and relevant PROJECT records promptly available for audit and copying.

12. PROJECT costs incurred by PROJECT SPONSOR are only eligible for reimbursement on a pro-rated basis unless specifically provided for in Appendix A: Project Control Information, and PROJECT SPONSOR is expected to concurrently seek reimbursement from the other sources shown in Project A: Project Control Information. Pro-rated basis, as used herein, equals the amount of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT to a phase, divided by the total funding for the phase, as shown in Appendix A: Project Control Information. For any Request for Reimbursement which includes such expenditures, PROJECT SPONSOR shall (i) report the total expenditures during the reimbursement period, (ii) indicate the percentage of the total expenditures for the phase expected to be funded by ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT, and (iii) request reimbursement for the dollar amount which equals the product of such total expenditures and such percentage. For TFCA funds obligated by this AGREEMENT, in the event reimbursement requests are greater than available funds due to delays in ALAMEDA CTC's receipt of revenue from BAAQMD, available funds will be reimbursed to PROJECT SPONSOR based on the percentage that the PROJECT cost bears to ALAMEDA CTC's overall TFCA program revenue total until such time full funding is available.

13. ALAMEDA CTC approval of PROJECT SPONSOR submitted Requests for Reimbursement will be contingent on the submittal of progress reports and deliverables by PROJECT SPONSOR as required by this AGREEMENT. In the event that progress reports and deliverables are not complete and current, approval of Requests for Reimbursement shall be withheld until an acceptable remedy has been implemented and approved by ALAMEDA CTC. If PROJECT SPONSOR fails to submit the required deliverables or otherwise fails to meet the reporting and invoicing requirements of this AGREEMENT, ALAMEDA CTC may deobligate funds from the PROJECT and this AGREEMENT. Not less than thirty (30) days prior to the effective date of any such action, ALAMEDA CTC will endeavor to notify PROJECT SPONSOR in writing that the required deliverables, invoicing and reporting is overdue.

14. Request for Reimbursements submitted after the Agreement Expiration Date identified on Appendix B: Alameda CTC Administered Funds Obligated by this AGREEMENT will not be considered for reimbursement by ALAMEDA CTC unless an exception is requested by the PROJECT SPONSOR no less than sixty (60) days before the Agreement Expiration Date, and the exception is approved by ALAMEDA CTC.

ALAMEDA CTC will deobligate any remaining ALAMEDA CTC ADMINISTERED FUNDS from PROJECT and this AGREEMENT.

15. Each Right-of-Way transaction which is funded either wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be subject to repayment or reimbursement to ALAMEDA CTC under ALAMEDA CTC Policies in effect as of the effective date of this AGREEMENT, irrespective of the party holding title to the real estate which is the subject of the Right-of-Way transaction in question. The parties agree that Section III.16(a) through Section III.16(f), the provisions of which are intended to provide further detail regarding the application of such Policies, shall govern the extent to which such repayment is required and the conditions applicable to any such repayment. If such Policies are amended after the effective date of this AGREEMENT by ALAMEDA CTC, the PROJECT SPONSOR and ALAMEDA CTC shall execute an amendment to this AGREEMENT which incorporates the applicable terms of such revised Policies.

16. For the purposes of the following provisions, "ALAMEDA CTC Share" shall mean the percentage share of the original property purchase price funded by ALAMEDA CTC ADMINISTERED FUNDS (i.e., if the purchase was fully funded by ALAMEDA CTC ADMINISTERED FUNDS, ALAMEDA CTC Share shall equal 100%); any appraisal required under Section III.16(a) and Section III.16(f) only, shall be conducted at no cost to ALAMEDA CTC; "Fair Market Value" of a given property shall mean the net proceeds from the sale of such property if such sale occurs in an open market transaction or by auction, or the value of the property determined by an independent third-party appraisal of the property if some or all of the property is retained by PROJECT SPONSOR or otherwise transferred to any other party without an auction or open market transaction; and "CPI" means the Consumer Price Index, All Items for All Urban Consumers, San Francisco-Oakland, San Jose, CA.

a. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition, and the PROJECT is cancelled or otherwise does not begin construction within three (3) years after the effective date of AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after such cancellation decision or the expiration of such three (3) year period, reimburse ALAMEDA CTC for the greater of the following: ALAMEDA CTC Share of the property's Fair Market Value or the full amount of ALAMEDA CTC ADMINISTERED FUNDS used to acquire the property, as escalated by the increase in the CPI during the most recent period for which CPI data is available which is equal in length to the period between the date ALAMEDA CTC ADMINISTERED FUNDS were paid to PROJECT SPONSOR and the date reimbursement is made to ALAMEDA CTC.

b. If any property is acquired for the PROJECT using ALAMEDA CTC ADMINISTERED FUNDS to finance some or all of the acquisition and only a portion of the acquired property is required for the PROJECT, and if the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then PROJECT SPONSOR shall, within one (1) year after PROJECT completion, reimburse ALAMEDA CTC for ALAMEDA CTC Share of the Fair Market Value of any property determined to be "excess property" after the completion of the PROJECT and disposal of the "excess property."

c. If the PROJECT begins construction within three (3) years after the effective date of this AGREEMENT (as such deadline may be extended by agreement between the parties hereto), then except as provided in subparagraph (d) below, no reimbursement is due with respect to any property interest acquired for the project using ALAMEDA CTC ADMINISTERED FUNDS if the entirety of the acquired property is required for the PROJECT.

d. If PROJECT SPONSOR anticipates receiving net revenues (i.e., rental or other income generated by the property, less reasonable costs for insurance, maintenance and related items) from any property acquired using ALAMEDA CTC ADMINISTERED FUNDS, PROJECT SPONSOR shall notify ALAMEDA CTC on how PROJECT SPONSOR will use such revenue to offset other project costs, and document such revenue separately in project reimbursement requests.

e. If PROJECT is suspended, PROJECT SPONSOR shall pay all property management costs.

f. Property that is required for the PROJECT and acquired wholly or in part with ALAMEDA CTC ADMINISTERED FUNDS shall be available for PROJECT construction within ten (10) years of ALAMEDA CTC reimbursement to the PROJECT SPONSOR. If, after ten (10) years, PROJECT has not been completed, PROJECT SPONSOR shall reimburse ALAMEDA CTC Share of the fair market value of the property, based on the net proceeds from the sale of the property or an appraisal of the property conducted at no cost to ALAMEDA CTC, within one (1) year after the expiration of this ten (10) year period.

17. If condemnation procedures are required to obtain possession to Right-of-Way, ALAMEDA CTC will consider the required deposit as an eligible cost and reimburse the PROJECT SPONSOR upon request. If the amount of ALAMEDA CTC reimbursement to the PROJECT SPONSOR is higher than ALAMEDA CTC Share of the amount of settlement in the final order of condemnation, the PROJECT SPONSOR shall pay ALAMEDA CTC the difference between the amount reimbursed and ALAMEDA CTC Share of the amount settled plus ALAMEDA CTC Share of the interest accrued to the deposit account.

18. PROJECT SPONSOR shall not initiate condemnation of any property until full funding for the construction of the PROJECT has been secured.

19. Reimbursement to PROJECT SPONSOR by ALAMEDA CTC for PROJECT Right-of-Way is limited to the following:

a. The cost to purchase all real property required for the PROJECT free and clear of liens and/or conflicting easements, including the costs for preparation of documents, negotiations and legal services.

b. The cost of damages to owners of remainder real property not actually taken but injuriously affected by PROJECT.

c. The cost of relocation payments and services provided to owners and occupants pursuant to the appropriate State laws and regulations (and net of any relocation payments provided by other sources) when the PROJECT displaces an individual, family, business, farm operation or nonprofit organization.

d. The cost of demolition and/or the sale of all improvements on the right-of-way. Proceeds from the sale of any such improvements shall be credited to the PROJECT and used to offset PROJECT costs.

e. The cost of all unavoidable utility relocation, protection or removal necessary for the completion of the PROJECT.

f. The cost of all necessary hazardous material and hazardous waste treatment, encapsulation or removal and protective storage for which PROJECT SPONSOR accepts responsibility and where the actual generator cannot be identified and recovery made.

20. If PROJECT SPONSOR materially breaches this AGREEMENT, including but not limited to failing to deliver the PROJECT within the schedule defined by this AGREEMENT without compelling reason, failing to file required progress reports in the time specified by this AGREEMENT, or failing to comply with applicable regulations, ALAMEDA CTC may either terminate this AGREEMENT or suspend payments to PROJECT SPONSOR until such time as PROJECT SPONSOR makes reasonable efforts to comply with this AGREEMENT.

21. Neither ALAMEDA CTC, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with the PROJECT. It is also understood and agreed, pursuant to Government Code Section 895.4, PROJECT SPONSOR shall fully defend, protect, indemnify and hold harmless ALAMEDA CTC, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT. If TFCA funds are obligated by this AGREEMENT, PROJECT SPONSOR shall also fully defend, protect, indemnify and hold harmless BAAQMD, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, from any liability imposed on BAAQMD for injury (as defined in Government Code Section 810.8) occurring by reason of anything done or omitted to be done by PROJECT SPONSOR in connection with PROJECT.

22. Neither PROJECT SPONSOR, nor its governing body or any officer, consultant, or employee thereof shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by ALAMEDA CTC under or in connection with any work, authority or jurisdiction delegated to ALAMEDA CTC under this AGREEMENT. It is also understood and agreed, pursuant to Government Code Section 895.4, ALAMEDA CTC shall fully defend, protect, indemnify and hold harmless PROJECT SPONSOR, its governing body, and all its officers, employees, agents, representatives, and successors-in-interest, against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury (as defined in Government Code Section 810.8) or damages occurring by reason of anything done or omitted to be done by ALAMEDA CTC in connection with PROJECT, including the performance of the PROJECT or operation or use of the equipment that is subject to this AGREEMENT.

23. Nothing in the provisions of this AGREEMENT is intended to create duties or obligations to or rights in third parties not party to this AGREEMENT. This AGREEMENT gives no rights or benefits to anyone other than ALAMEDA CTC and PROJECT SPONSOR and has no third-party beneficiaries.

24. All legal actions by either party against the other arising from this AGREEMENT, or for the failure to perform in accordance with the applicable standard of care, or for any other cause of action, will be subject to the statutes of limitations of the State of California.

25. Should it become necessary to enforce the terms of this AGREEMENT, the prevailing party shall be entitled to recover reasonable expenses and attorney's fees from the other party.

26. This AGREEMENT shall terminate upon the Agreement Expiration Date identified in Appendix B: Funds Obligated by this AGREEMENT unless this AGREEMENT is extended by mutual agreement of the parties. Notwithstanding the foregoing, Sections III.21 and Section III.22 shall survive the termination or expiration of this AGREEMENT.

27. This AGREEMENT, including its Recitals and Appendices, constitutes the entire AGREEMENT. This AGREEMENT may be changed only as allowed in Sections III.1 and Section III.2 of this AGREEMENT or by a written amendment executed by both parties.

[Signatures on the next page]

CITY OF SAN LEANDRO
(Project Sponsor)

By: ______________________________
Frances Robustelli Date
City Manager

By: ______________________________
Leticia I. Miguel Date
City Clerk

Reviewed as to Budget/Financial Controls:

By: ______________________________
Susan Hsieh Date
Finance Director

Approved as to Legal Form:

By: ______________________________
Richard D. Pio Roda Date
Legal Counsel to CITY OF SAN LEANDRO

ALAMEDA COUNTY
TRANSPORTATION COMMISSION
(Alameda CTC)

By: ______________________________
Tess Lengyel Date
Executive Director

Recommended

By: ______________________________
Vivek Bhat Date
Director of Programming and Project Controls

Reviewed as to Budget/Financial Controls:

By: ______________________________
Patricia Reavey Date
Deputy Executive Director of Finance and Administration

Approved as to Legal Form:

By: ______________________________
Wendel, Rosen, Black & Dean LLP Date
Legal Counsel to ALAMEDA CTC

LIST OF APPENDICES

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Note: Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

APPENDIX A

PROJECT CONTROL INFORMATION

Appendix Index

APPENDIX A-1

PROJECT DESCRIPTION

Project Title: San Leandro Rehabilitation Project Fiscal Years 2020/21 and 2021/22

Project Description:

The San Leandro Streets Rehabilitation project will repair and/or replace pavement on existing streets within the city. Work may include repair or replacement of road base, adjustment of utility lines and structures, replacement of striping, and installation of ADA complaint curb ramps. Street segments for rehabilitation and/or reconstruction are located throughout the City and support the City's ongoing goal of keeping its roads in good operational conditions. Specific streets for the project have been selected on an economic and benefit basis with the use of Pavement Management System, 'StreetSaver' software, and by the City Engineer.

Alameda CTC funding will support the construction operations starting fiscal year 2020/21 and fiscal year 2021/22,

APPENDIX A-2

PROJECT SCOPE DETAIL BY PHASE

The ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT are to support the project phase(s) identified and described below:

CONSTRUCTION

- Construction of the work by an outside contractor, and construction management and inspection by consultants or City Staff.

SCOPE

Streets segments selected for rehabilitation and reconstruction for FY 2020/21 are as follows.

REFERENCE ID No.	SEGMENT		
	Road Name	Beg Location	End Location
ALADDI020	ALADDIN AV	ALVARADO ST	E TO END (CUL DE SAC)
MENDCR010	MENDOCINO CIR	MENDOCINO ST	CUL DE SAC
OAKESB040	OAKES BL	WOODLAND AVE	EAST 14TH ST
PANSYS020	PANSY ST	TERRA AVE	147TH AVE
PANSYS030	PANSY ST	147TH AVE	LILLIAN AVE
TERRAA010	TERRA AV	PANSY ST	JULIETTA ST
BENECT010	BENEDICT CT	BENEDICT AVE	EAST END (CUL DE SAC)

Streets segments selected for rehabilitation and reconstruction for FY 2021/22 are as follows:

REFERENCE ID NO.	SEGMENT		
	Road Name	Beg Location	End Location
HESPER055	HESPERIAN BL	THORNALLY DR	CV FREEWAY
CORBET010	CORBET CT	THORNALLY DR	NORTH END (CUL DE SAC)
FORDHA010	FORDHAM AVE	CORVALLIS AVE	ROLLINS ST
MANORB011	MANOR BL	GRENDA ST	SOUTH END
MANORB012	MANOR BL	GRENDA ST	FARNSWORTH BL
MARINAC010	MARINA CT	WEST AVE 130TH	SOUTH END (CUL DE SAC)
NORENE010	NORENE WAY	BENEDICT DR	SANDELIN AVE
OLIVEC010	OLIVE CT	HESPERIAN BL	EAST END (CUL DE SAC)
PLEASA010	PLEASANT WAY	STOAKES AVE	BELLVIEW DR
ROLLIN010	ROLLINS ST	OTTAWA ST	FORDHAM AVE
THORNA010	THORNALLY DR	HESPERIAN BL	CENTRAL AVE
W130TH	WEST AVE 130TH	MONARCH BAY DR	AURORA DR
AURORA020	AURORA DR	MARINA BL	WILLIAMS ST

Substitutions may be required if utility conflicts are discovered. Street segments may be added to the list if the budget allows and streets may be dropped from the list if bids are above the engineers estimate.

APPENDIX A-3

PROJECT MILESTONE SCHEDULE

Phase/Milestone	Begin (Mo/Yr)	End (Mo/Yr)
FY 2020/21 Advertise Construction	10/19	12/19
FY 2020/21 Construction	07/20	12/21
FY 2021/22 Advertise Construction	10/21	12/21
FY 2021/22 Construction	07/21	12/22

APPENDIX A-4

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE

PROJECT FUNDING SUMMARY BY PHASE AND FUND SOURCE				
PHASE	**Alameda CTC Administered Funds** **2014 Measure BB TEP-26**	**Matching Funds**	**Total Funding**	**Reimbursement Ratio Percentage**
Construction	$14,000,000	$-	**$14,000,000**	**100.00%**
Total Funding	**$14,000,000**	**$-**	**$14,000,000**	

Notes:

1. PROJECT SPONSOR shall be reimbursed eligible costs in the percentage of Total ALAMEDA CTC ADMINISTERED FUNDS to Total Funding per the Reimbursement Ratio Percentage for each phase. Each Alameda CTC Administered Fund amount identified is a not-to-exceed amount. The Reimbursement Ratio is defined as ALAMEDA CTC ADMINISTERED FUNDS over the Total Funding.

APPENDIX A-5

PROJECT PHASE COST DETAIL

This Project Phase Cost Detail summarizes the total cost for each phase with ALAMEDA CTC ADMINISTERED FUNDS obligated in this AGREEMENT.

PHASE COST DETAIL			
CONSTRUCTION	**2014 Measure BB TEP-26**	**Matching Funds**	**Total Cost**
Sponsor Staff/Labor Cost	$	$	$
Contract(s)/Other Direct Cost[1]	$14,000,000	**$-**	**$14,000,000**
Total Phase Cost *(Staff + Contract Costs)*	**$14,000,000**	**$-**	**$14,000,000**

Notes:

1. Contracts exclusively funded with any combination of Measure B, Measure BB, Vehicle Registration Fee and Project Sponsor's local funds (i.e., do not contain State or federal funds) are subject to Alameda CTC's Local Business Contract Equity Program (refer to Appendix D).

APPENDIX B

ALAMEDA CTC ADMINISTERED FUNDS OBLIGATED BY THIS AGREEMENT

The following Table B-1 identifies the ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT and establishes a unique allowable start date for each obligated fund source.

TABLE B-1
FUNDS OBLIGATED BY THIS AGREEMENT
AND ALLOWABLE START AND EXPENDITURE DEADLINE DATES

Fund Source	Fund Subset	Phase	Commission Approval Date	Allowable Start Date	Expenditure Deadline Date	Obligated Amount
2014 MBB	TEP-26	Construction	4/27/17	7/1/2019	*The Agreement Expiration Date serves as the expenditure deadline.*	$ 7,000,000
2014 MBB	TEP-26	Construction	4/27/17	7/1/2020		$ 7,000,000
Total Alameda CTC Administered Funds Obligated by AGREEMENT:						**$ 14,000,000**

Agreement Expiration Date:	**December 31, 2022**

Notes:

1. ALAMEDA CTC reimbursement amounts by fund source for PROJECT shall not exceed the total amount obligated by this AGREEMENT, by fund source.
2. The Commission Approval Date is the date of the Commission Meeting that authorized and approved the allocation.
3. The Allowable Start Date identified for each fund source is the earliest date to incur costs eligible for reimbursement by the fund source indicated. Any costs incurred on the PROJECT before this date will not be eligible for reimbursement under this AGREEMENT.
4. The Expenditure Deadline Date identified is the last date to incur eligible reimbursable costs. Any costs incurred on the PROJECT after this date will not be eligible for reimbursement under this AGREEMENT.
5. The Agreement Expiration Date shall mean and refer to the expiration date of this AGREEMENT.
6. For TFCA funds obligated by this agreement, the identified Expenditure Deadline Date in the above table is two (2) years from the date in which ALAMEDA CTC first received funds from BAAQMD, unless an extended deadline is approved at the time of programming or an extension has been approved by the ALAMEDA CTC. Extended deadlines will be reflected in an amended Table B-1, once approved.
7. Alameda CTC may approve up to two, one-year extensions to the Expenditure Deadline Date. Third and subsequent one-year extensions also require BAAQMD approval.

APPENDIX B (CONT.)

Reimbursement of ALAMEDA CTC ADMINISTERED FUNDS obligated by this AGREEMENT shall be in accordance with the Drawdown Limitation Schedule below.

TABLE B-2
ALAMEDA CTC ADMINISTERED FUNDS
REIMBURSEMENT - DRAWDOWN LIMITATION SCHEDULE

No.	Fiscal Year	Quarter	Fund Source	Quarterly Drawdown Limitation Amount	Cumulative Drawdown Limitation Amount
1	FY 20/21	Any	2014 MBB	$7,000,000	$7,000,000
2	FY 21/22	Any	2014 MBB	$7,000,000	$14,000,000

Notes:

1. Fiscal Year (FY) begins July 1 and ends June 30.
2. Quarter 1 begins July 1 and ends September 30; Quarter 2 begins October 1 and ends December 31; Quarter 3 begins January 1 and ends March 31; and Quarter 4 begins April 1 and ends June 30.
3. ALAMEDA CTC shall endeavor to transmit payments to PROJECT SPONSOR following a receipt and approval of a Request for Reimbursement(s) by the PROJECT SPONSOR.
4. Actual reimbursements from ALAMEDA CTC to the PROJECT SPONSOR shall not exceed the Cumulative Drawdown Limitation Amount without Alameda CTC's written approval. Any portion of a reimbursement request, which exceeds the applicable Cumulative Drawdown Limitation without such prior approval by ALAMEDA CTC shall be deferred until the following quarter or until sufficient capacity in the cumulative drawdown limitation amount.

APPENDIX C

REQUEST FOR REIMBURSEMENT AND REPORTING REQUIREMENTS

The below table establishes the required minimum frequency for Requests for Reimbursement and Progress Reports. Requests for Reimbursements and Progress Reports are required either monthly, quarterly, or semi-annually, as indicated below with an "X".

REQUEST FOR REIMBURSEMENT AND PROGRESS REPORTING FREQUENCY AND DUE DATES			
Frequency Required *(as checked)*	**Minimum Frequency**	**Period Covered**	**Due Dates**
☐	Monthly *(once every month)*	One month	By 30 days of end of billed activity
☐	Quarterly *(once every 3 months)*	Quarter 1: 7/1– 9/30 Quarter 2: 10/1 – 12/31 Quarter 3: 1/1– 3/31 Quarter 4: 4/1– 6/30	By October 31st By January 31st By April 30th By July 31st
☒	Semi-annually *(once every 6 months)*	Quarters 1 & 2: 7/1 – 12/31 Quarters 3 & 4: 1/1 – 6/30	By January 31st By July 31st
☐	Annually *(TFCA Annual Report)*	Fiscal Year: 7/1 – 6/30	By September 30th.
☒	Final Request for Reimbursement	Any work period eligible under Appendix B.	Must be submitted prior to the Agreement Expiration Date.

Notes:
1. For all projects, the maximum frequency for Requests for Reimbursement are one (1) per month.
2. If no costs were incurred during the reporting period, a progress report for the corresponding period is still required.
3. TFCA funding requires annual reporting to BAAQMD in addition to the minimum required frequency for Alameda CTC progress reports and invoices.
4. Requests for Reimbursement must be submitted prior to the Agreement Expiration Date in order to be eligible for reimbursement.

REQUEST FOR REIMBURSEMENT AND REPORTING FORMS

Project Sponsors awarded Alameda CTC Administered Funds are to use the following forms included in the link below for progress reporting, final reporting, request for reimbursements, and requests for amendments pertaining to the administration activities of this funding agreement. Note the format and content required are subject to change.

List of Downloadable Forms: https://www.alamedactc.org/funding/reporting-and-grant-forms/

1. Request for Reimbursement (RFR) Form
2. Alameda CTC Progress Report Form
3. Alameda CTC Final Report Form
4. Transportation Fund for Clean Air Program Reporting Forms (Interim and Final Report)
5. Amendment Request Form

APPENDIX D

LOCAL BUSINESS CONTRACT EQUITY PROGRAM

Per Section I.14, the Project Sponsor shall abide by the current Alameda CTC Local Business Contract Equity (LBCE) program requirements referenced here: https://www.alamedactc.org/get-involved/contract-equity/

LBCE Applicability	Select Reason
☐ LBCE Non-Exempt	Project Sponsor intends to use the funding obligated by this agreement for professional services and/or construction contract(s) that are exclusively locally-funded (i.e., any combination of Measure B, Measure BB, Vehicle Registration Fee and Project Sponsor's local funds) and the contract(s) will not include other funds, such as State and/or federal, which allows for LBCE program exemption status. Thus, LBCE requirements are applicable to the contract(s) for scope of work pertaining to: 1. Construction Phase
☐ LBCE Exempt	☐ For Capital Projects, Project Sponsor intends to use the funding obligated by this agreement for professional services and/or construction contract(s) that will include documented funding from sources such as State/federal sources to enable program exemption status. Project Sponsor provided documented evidence to Alameda CTC. ☐ For Capital Projects, Project Sponsor does not intend to procure any <u>new</u> professional services and/or construction contract(s) with exclusively Measure B, Measure BB, and/or Vehicle Registration Fee funds obligated under this Agreement. Project implementation anticipated through previously procured contracts, previously selected on-call services, in-house staff, or other previously obtained resources. ☐ For Capital Projects, Project Sponsor intends to initiate a sole source procurement of professional services and/or construction contract(s) based on acceptable exceptions from a competitive procurement process such as only one known source of materials/services, no other reasonable alternative exists, project requires unique services provided by no other available resource. Project Sponsor provided documented evidence to Alameda CTC. ☐ For Non-Capital Projects, the LBCE policy does not apply to non-capital projects such as the implementation of programs and transit operations.
☒ LBCE Waived	Project Sponsor received approved LBCE waiver from Alameda CTC.

Notes:
1. Project Sponsor is required to inform Alameda CTC of any changes to this LBCE applicability arises as soon as possible, and take the necessary steps to ensure LBCE program compliance.
2. Project Sponsor is required to report on local business contracts and expenditures regardless if the LBCE program goals are applicable.

For any contracts subject to the Alameda CTC's LBCE Program, note the following resources are available to guide Project Sponsors through the LBCE requirements for the procurement and contract processes:

- Sample template language for professional and construction services is available from the Alameda CTC's website: https://www.alamedactc.org/get-involved/contract-equity
- The LBCE Program Guidelines, available at the above link, includes a Project Sponsor Responsibility Checklist. Appendix B of the LBCE Program Guidelines identifies the Responsibilities of Sponsor Agencies.
- Direct inquiries about the Alameda CTC's LBCE Program to Alameda CTC's LBCE Liaison Officer: Seung Cho, scho@alamedactc.org, (510) 208-7472.

APPENDIX E

DELIVERABLES AND DUE DATES

Project Deliverables and Due Dates: Deliverables and Due Dates table below shows deliverables and due dates, if any, for the phases listed in Appendix A-2 Project Phase Descriptions that contain ALAMEDA CTC ADMINISTERED FUNDS.

Deliverables and Due Dates		
Deliverable	**Deliverable**	**Deliverable Due Date to Alameda CTC**
1	Progress Report #1: July to December, 2019	January 31, 2020
2	Progress Report #2: January to June, 2020	July 31, 2020
3	Copy of Resolution to Award Construction Contract for FY 20/21	July 31, 2020
4	Progress Report #3: July to December, 2020	January 31, 2021
5	Progress Report #4: January to June, 2021	July 31, 2021
6	List of street segments rehabilitated/maintained in FY 2020/21	July 31, 2021
7	Copy of Resolution to Award Construction Contract for FY 21/22	March 31, 2022
8	Progress Report #5: July to December, 2021	January 31, 2022
9	Progress Report #6: January to June, 2022	July 31, 2022
10	List of street segments rehabilitated/maintained in FY 2021/22	July 31, 2022
11	Final Invoice	By the Agreement Expiration Date
12	Final Report	By the Agreement Expiration Date

Note:
1. Deliverables that are due shall be received and approved by the Alameda CTC prior to Alameda CTC releasing a payment for a Request for Reimbursement.

APPENDIX F

PROJECT PERFORMANCE MEASURES

Project Performance Measures: The Project Performance Measures and Targets describes what outcome-based performance measure(s) the PROJECT SPONSOR plans to evaluate to ensure that the project/program is meeting its objectives.

Project Performance Outcomes
The San Leandro Streets Rehabilitation project provides improved road surfaces throughout town resulting in smoother and safer travel for the public. Street rehabilitation also protects the public investment in roads by preventing water intrusion into the road base.

Note:

1. Improvements are expected to achieve, as best as possible, the performance measures targets and/or project outcomes as established herein.

APPENDIX G

TRANSPORTATION FUND FOR CLEAN AIR POLICIES AND REQUIREMENTS

The contents of Appendix G is only included and attached to this AGREEMENT if TFCA funds are obligated and applicable to AGREEMENT.

Appendix Index