



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
County Manager's Office



DATE: July 27, 2011
BOARD MEETING DATE: August 9, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors
FROM: Peggy Jensen, Deputy County Manager
SUBJECT: Regional Bicycle Share Pilot Program Intergovernmental Agreement

RECOMMENDATION:

Adopt a Resolution authorizing the County Manager or his designee to execute an Intergovernmental Agreement with the City and County of San Francisco, acting through the San Francisco Municipal Transportation Agency ("SFMTA"), the San Mateo County Transit District ("SAMTRANS"), the City of Redwood City, the Santa Clara Valley Transportation Authority (VTA), and the Bay Area Air Quality Management District ("Air District") regarding a Regional Bicycle Share Pilot Project.

BACKGROUND:

On April 20, 2010, the Metropolitan Transportation Commission ("MTC") issued a solicitation through its Climate Initiative Program seeking grant proposals focusing on innovative strategies for reducing greenhouse gas emissions. The County of San Mateo, the City of Redwood City, SFMTA, SAMTRANS, VTA, and the Air District submitted a joint, regional bicycle share pilot proposal and were awarded \$4.29 million in grant funds on October 27, 2010 to administer the program.

The Regional Bicycle Share Pilot Project will provide bicycles for use by the public from automated stations located in various communities throughout the Bay Area. The bicycles will utilize web-based systems that allow users to execute and track bicycle reservations as well as employ security technologies to deter vandalism and theft. The systems are based on a self-service, anytime use model replicated in many international cities and currently expanding in the United States.

The Project will be administered by the Air District as the lead applicant in partnership with the County of San Mateo, the City of Redwood City, SFMTA, SAMTRANS, and VTA

DISCUSSION:

The Pilot Project will deploy 1,000 bicycles at up to 100 kiosk stations along the

Peninsula transportation corridor at locations in San Jose, Palo Alto, Mountain View, Redwood City, and San Francisco. The program's objective is to pilot zero-emissions bike-sharing in downtown urban centers in close proximity to transit service areas. The Project will test the potential to effectively reduce single-occupancy vehicle travel to and from transit stops by offering bicycles as a transportation alternative, thereby reducing greenhouse gas emissions and vehicle miles traveled.

This Agreement allows the County of San Mateo to work in partnership with the City of Redwood City, SFMTA, SAMTRANS, VTA, and the Air District on developing a Regional Bicycle Share Pilot Program. The County's participation in the program includes designating station locations within County properties, such as County Center and Circle Star building and in nearby Unincorporated Areas such as the North Fair Oaks community. San Mateo County will promote the program to employees and visitors to the County office buildings as an alternative to single-occupancy vehicle travel and an opportunity for health, wellness, and recreation.

Approval of this Agreement contributes to the Shared Vision 2025 outcome of an Environmentally Conscious Community by reducing single-occupancy vehicle miles traveled and reducing greenhouse gas emissions.

County Counsel has reviewed and approved the Interagency Agreement and Resolution as to form.

Performance Measure(s):

Measure	FY 2010-2011 Actual	FY 2011-12 Projected
Vehicle Miles Traveled	N/A	N/A

FISCAL IMPACT:

SFMTA has pledged \$682,500 in local match, SAMTRANS has pledged \$105,000 in local match, and VTA has pledged \$500,000 in local match. The County is leveraging regional contributions to participate in the program at no direct cost. The County is committing in-kind staff time to administer and promote the program locally.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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RESOLUTION

AUTHORIZING THE COUNTY MANAGER OR HIS DESIGNEE TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY AND COUNTY OF SAN FRANCISCO, ACTING THROUGH THE SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY, THE SAN MATEO COUNTY TRANSIT DISTRICT, THE CITY OF REDWOOD CITY, THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, AND THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT REGARDING A REGIONAL BICYCLE SHARE PILOT

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on April 20, 2010, the Metropolitan Transportation Commission issued a solicitation through its Climate Initiative Program seeking grant proposals focusing on innovative strategies for reducing greenhouse gas emissions; and

WHEREAS, the County of San Mateo, the City of Redwood City, the San Francisco Municipal Transportation Agency, the San Mateo County Transit District, the Valley Transportation Authority, and the Bay Area Air Quality Management District submitted a joint Bikeshare Pilot Project proposal; and

WHEREAS, on October 27, 2010, the Metropolitan Transportation Commission awarded the regional partners \$4.29 million in grant funds to administer a Bikeshare Pilot Project; and

WHEREAS, the Pilot Project will deploy 1,000 bicycles at up to 100 kiosk

stations at locations in San Jose, Palo Alto, Mountain View, Redwood City, and San Francisco; and

WHEREAS, the County of San Mateo will designate station locations at facilities in Redwood City and neighboring Unincorporated Areas; and

WHEREAS, the goal of the project is to reduce single-occupancy vehicle miles traveled and reduce greenhouse gas emissions

WHEREAS, this Board has examined and approved the Interagency Agreement between the County of San Mateo, the City and County of San Francisco, acting through the San Francisco Municipal Transportation Agency, the San Mateo County Transit District, the City of Redwood City, the Santa Clara Valley Transportation Authority, and the Bay Area Air Quality Management District regarding a Regional Bicycle Share Pilot.

NOW THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County Manager or his designee are authorized to execute said Interagency Agreement with the City and County of San Francisco, acting through the San Francisco Municipal Transportation Agency, the San Mateo County Transit District, the City of Redwood City, the Santa Clara Valley Transportation Authority, and the Bay Area Air Quality Management District regarding a Regional Bicycle Share Pilot.

* * * * *

Intergovernmental Agreement Between the City And County Of San Francisco, the San Mateo County Transit District, the City Of Redwood City, the County Of San Mateo, the Santa Clara Valley Transportation Authority, and the Bay Area Air Quality Management District Regarding a Regional Bicycle Share Pilot Program

This agreement is entered into between the City and County of San Francisco, acting through the San Francisco Municipal Transportation Agency (“SFMTA”), the San Mateo County Transit District (“SAMTRANS”), the City of Redwood City (“Redwood City”), the County of San Mateo, the Santa Clara Valley Transportation Authority (“VTA”), and the Bay Area Air Quality Management District (“Air District”), collectively the “parties”.

RECITALS

WHEREAS, the Bay Area is currently not attaining State and Federal ambient air quality standards for ground-level ozone and particulate matter, and in the Bay Area, the transportation sector accounts for more than 50% of “criteria” pollutants, including reactive organic gases (ROG) and oxides of nitrogen (NO_x), both of which are ozone precursors, and particulate matter (PM), and for more than 40% of greenhouse gas (GHG) emissions.

WHEREAS, on April 20, 2010, the Metropolitan Transportation Commission (“MTC”) issued a solicitation through its Climate Initiatives Program seeking grant proposals focusing on innovative strategies for reducing greenhouse gas emissions;

WHEREAS, the MTC grants program is funded with federal Congestion Mitigation and Air Quality Improvement Program (“CMAQ”) funds that are administered in California by the California Department of Transportation (“Caltrans”) and are assigned by Caltrans to MTC;

WHEREAS, on June 1, 2010, the Air District submitted a letter of interest to MTC proposing a regional bicycle share pilot to support climate protection and transportation mode shift;

WHEREAS, on June 21, 2010, the MTC notified the Air District that SFMTA, SAMTRANS, Redwood City, the County of San Mateo, and VTA had each proposed similar local scale bicycle share projects, and requested that the parties collaborate on a single bicycle share pilot proposal;

WHEREAS, on June 30, 2010, the MTC notified the parties that they were selected to submit a final single, regional bicycle share pilot proposal;

WHEREAS, on August 13, 2010, the Air District on behalf of the parties submitted a final proposal to pilot bike-sharing along the peninsula transportation corridor at locations in San Jose, Palo Alto, Mountain View, Redwood City and San Francisco;

WHEREAS, on September 15, 2010, the Board of Directors of the Air District adopted the “Bay Area 2010 Clean Air Plan committing to Transportation Control Measure (TCM) D-1 Bicycle Access and Facilities Improvement”;

WHEREAS, on October 6, 2010, the Board of Directors of the Air District approved a commitment to the Regional Bicycle Share Pilot of \$1.4 million in matching funds from its Transportation Fund for Clean Air (“TFCA”);

WHEREAS, on October 27, 2010, the MTC’s Commissioners awarded the Air District \$4.29 million in grant funds from its Climate Initiatives Program to administer a Regional Bicycle Share Pilot;

WHEREAS, MTC will coordinate regional marketing of the Climate Initiatives Program working with its contractor and the parties, review key milestones and documents, and provide assistance with integration of an ongoing bike share program with 511.org and with the Clipper system;

WHEREAS, SFMTA has pledged \$682,500 in local match, SAMTRANS has pledged \$105,000 in local match, and VTA has pledged \$500,000 in local match;

WHEREAS, the parties wish to implement a Regional Bicycle Share Pilot (the “Project”) in reliance upon the grant award to the Air District and upon the local matching fund commitments;

WHEREAS, the Air District is the lead agency for the Project and will execute the grant funding agreement with Caltrans;

WHEREAS, the Air District will be responsible for ensuring that the Project complies with all applicable requirements of law and with grant funding documents.

NOW, THEREFORE, the parties agree to work together to implement the Project as follows:

1. Purpose of Agreement. The purpose of this agreement is to define an organizational structure for implementing the Project, to ratify the financial and logistical commitments that the parties have made to the Project, and to set forth basic policy directions for the Project.
2. Project Description, Purpose, and Funding. The Project will deploy 1,000 bicycles at up to approximately 100 kiosk stations along the peninsula transportation corridor at locations in San Jose, Palo Alto, Mountain View, Redwood City and San Francisco. Its objective is to pilot zero-emissions bike-sharing strategically in downtown urban centers of varying sizes and population densities in close proximity to transit services located in Priority Development Areas (PDA) or other areas with high potential for use. This Project will demonstrate and test the potential to effectively reduce single-occupancy vehicle travel to transit stops by offering bicycles as a first- and last-mile transportation alternative, thereby reducing vehicle miles traveled and greenhouse gas emissions and improving local air quality. It will also work to test the viability of bicycling as a stand-alone mode of travel.

The Project will provide bicycles for use by program members (e.g. memberships may be daily, weekly, and annual) from unattended stations, incentivizing short-term use (e.g. 30 minutes). The bicycles will be tamper and vandalism proof and will employ radio-frequency identification smartcards and wireless and internet technologies to coordinate and track bicycle reservations, pick-up, drop-off, and subscriber information. This advanced technology system will track user demand and provide a mechanism to maintain a balanced distribution of bikes within each host community, and the desirable number of bikes and spare parking within each station. Information obtained via the technology portion of the program will be combined with surveys to calculate emissions reduced by the Project, its success in market penetration, its sustainability and its ability to be replicated or expanded. Although the Project launch date may be staggered, the pilot will operate for a minimum of twelve months within each host community.

The Project will be coordinated and administered by the Air District in partnership with cities, counties and transportation agencies. Among the outcomes of the Project, the Air District will research, test, and evaluate sustainable program financing models, including private-public

INTERGOVERNMENTAL AGREEMENT – BIKE SHARE PROJECT

partnerships. The Project is intended to produce data that would be used to develop a regionally coordinated bike-sharing strategy useful for expanding the program in the original pilot cities and for replicating the program in other targeted Bay Area communities. The Project will also include an extensive outreach component that will encourage transportation mode shift to sustainable transportation alternatives with a focus on bicycling.

3. Project Budget. The budget for the Project is as follows:

Table 1: Total Project Budget

Project Component	MTC Share	Air District Share	Air District Share -Non Participating	Local Match ¹	Local Match-Non Participating ¹	Total Cost
Program Development: capital costs including procurement and installation of 1,000 bicycles and approximately up to 100 kiosk stations and Program Implementation including operations and maintenance, bike re-distribution, insurance, and subscriber management	\$4,125,764	\$962,000	\$-	\$881,250	\$-	\$5,969,014
Procurement of racks for use at Caltrain stations	\$-	\$-	\$20,000	\$-	\$-	\$20,000
Staffing: (1) Air District FTE 2.5 years (labor & indirect)	\$-	\$280,896	\$80,000	\$-	\$-	\$360,896
Staffing: VTA 1.5 FTE 1 yr	\$150,000	\$-	\$-	\$-	\$100,000	\$250,000
Staffing: SAMTRANS (managing agency for Caltrain – oversight for installation of kiosks at 6 Caltrain stations)	\$-	\$10,000	\$-	\$-	\$25,000	\$35,000
Staffing: SFMTA	\$-	\$-	\$-	\$-	\$281,250	\$281,250
Auditing Costs	\$-	\$50,000	\$-	\$-	\$-	\$ 50,000
Integration with MTC 511	\$15,236	\$7,504	\$-	\$-	\$-	\$ 22,740
	\$4,291,000	\$1,310,400	\$100,000	\$881,250	\$406,250	\$6,988,900

¹For further clarification of the breakdown of local match see Table 2 below

4. Local Matching Funds. In the grant application, the parties committed the following funding and in-kind match to the Project for program development, implementation and staff costs:

Table 2: Financial Commitment for Each Party

Implementing Parties	Total Participating Contribution	Program Development	Program Implementation	Additional Party Matching Funds (Nonparticipating Staffing Costs)
BAAQMD	\$ 1,310,400	See Table 1		
SFMTA	\$ 401,250	\$ 270,308	\$ 130,942	\$ 281,250
VTA	\$ 400,000	\$ 269,466	\$ 130,534	\$ 100,000
SAMTRANS	\$ 80,000	\$ 53,893	\$ 26,107	\$ 25,000

The total amount that the Parties shall be obligated to commit to this Project shall not exceed those amounts set forth in Table 2 above.

5. Term. This agreement will become effective upon execution by all parties and will continue in effect to the conclusion of the Project, anticipated to be September 30, 2013.
6. Steering Committee. The parties agree to work together through a Steering Committee that will make Project policy decisions, coordinate the activities of the parties, and otherwise ensure the completion of the Project.
 - 6.1. Designated Representatives and Alternates
 - 6.1.1. The Steering Committee will consist of one designated representative from each of the following parties: the Air District, SFMTA, VTA, and SAMTRANS. Each party with a designated representative will have the right to change its designated representative upon five (5) days written notice to the parties.
 - 6.1.2. The designated representative from SAMTRANS shall represent the collective interests of the San Mateo County parties (SAMTRANS, the County of San Mateo, and Redwood City) and, in voting on matters decided by the Steering Committee, shall be bound by a majority decision of these three parties.
 - 6.1.3. At its sole discretion each party with a designated representative on the Steering Committee shall appoint an alternate that will have full voting rights as the representative.
 - 6.2. Administration
 - 6.2.1. The Steering Committee shall hold such meetings as it deems necessary, which may be called at any reasonable time by any designated representative. Meetings may be in person, by teleconference or a combination. Any party may attend a meeting, but decisions shall be made by designated representatives or their alternates in accordance with Section 6.3.
 - 6.2.2. A party shall convey all communications and documents intended for the Steering Committee through that party’s designated representative.
 - 6.2.3. The Steering Committee shall convey all communications and documents intended for a party to that party’s designated representative.
 - 6.3. Meetings and Decision-Making. A Steering Committee meeting or teleconference cannot be held unless a majority of the designated representatives (or alternates in their absence) are present or available by telephone. The goal of the Steering Committee will be to reach decisions by consensus, *i.e.* a unanimous vote of all designated representatives, with each of the four designated representatives being entitled to one vote. An absent designated representative may vote by giving a written proxy to another designated representative. The Steering Committee shall endeavor in good faith to reach consensus in resolving all matters. However, if a pending decision has been discussed at two

Steering Committee meetings without reaching consensus, at the conclusion of the second meeting the decision will be made by the Air District.

7. Responsibilities of Parties

7.1. Air District

- 7.1.1. The Air District will serve as the program administrator for the Project. In consultation with the Steering Committee, Project tasks may be assigned to one or more vendors under the oversight of the Air District.
- 7.1.2. The Air District will organize meetings of the Steering Committee, determine designated representative availability for meetings, provide notice of meetings, distribute materials and information as required, and facilitate meetings.
- 7.1.3. The Air District will serve as the fiscal agent for the Project as described in Section 9.
- 7.1.4. In consultation with the Steering Committee, the Air District will investigate and evaluate financing and business models for operation of a bicycle share program beyond the date on which the Project is completed.
- 7.1.5. In consultation with the Steering Committee, the Air District will lead and facilitate a federally compliant procurement process for selecting vendors necessary for the Project.
- 7.1.6. In consultation with the Steering Committee, the Air District will negotiate and execute agreements with the selected vendor(s). As necessary, the Air District shall also incorporate any party's agency-specific requirements including insurance requirements into vendor agreements.
- 7.1.7. In consultation with the Steering Committee, the Air District will develop and implement the program's regional interface, which will involve revenue collection and sharing, a common system interface for reservations and payments that includes Web-based applications, and marketing.
- 7.1.8. The Air District will meet with MTC staff to review the Clipper revenue sharing model for integration in the specifications/contract and to the extent that delays to program implementation are minimized, will endeavor to implement the Clipper system during the Project.
- 7.1.9. During the term of this agreement and within 90 days of the termination of this agreement, the Air District will provide all required reports to MTC and/or Caltrans and will make those reports available to the parties.
- 7.1.10. The Air District will maintain Project records, including those submitted pursuant to Section 7.3.1.7, at one central location for the term of the agreement.

7.2. VTA. In consultation with the Steering Committee, VTA will lead development of the vendor scope of work and technical specifications of the bicycle share system for request for proposals (RFPs) for Project vendors. As part of its responsibilities, VTA will:

- 7.2.1. Work with the Steering Committee to identify desirable system features and service needs to incorporate into the technical specifications of the regional program;
- 7.2.2. Recommend a vendor solicitation framework;
- 7.2.3. Prepare vendor scope of work and technical specifications;
- 7.2.4. Develop evaluation criteria for vendor selection;
- 7.2.5. Provide Air District staff answers to technical questions from the proposers;
- 7.2.6. Support the Air District in the contract negotiation and review process.

7.3. SFMTA, SAMTRANS, County of San Mateo, City of Redwood City, and VTA.

- 7.3.1. SFMTA, SAMTRANS, County of San Mateo, City of Redwood City, and VTA are responsible for the local coordination and implementation of bicycle share pilot elements within their jurisdiction including:
 - 7.3.1.1. Choosing and/or advising the vendor(s) on kiosk sites, providing any necessary permits, leases, licenses or other preferred implementing mechanisms to vendor/Air District for bicycle share locations. Any permits issued for this purpose are understood to be on a revocable, at-will basis and do not confer any permanent rights to the grantee.
 - 7.3.1.2. Assisting with any required CEQA or environmental clearance as needed.
 - 7.3.1.3. Obtaining signed agreements for bike share service to be provided if required.
 - 7.3.1.4. Engaging local stakeholders, promoting, and marketing the bicycle share pilot.
 - 7.3.1.5. Local CEQA requirements and documentation.
 - 7.3.1.6. Providing the Air District with a summary of local efforts and activities regarding local bicycle share on a quarterly basis during the term of this agreement and within 90 days of the termination of this agreement.
 - 7.3.1.7. Maintaining all necessary Project records to document Project activities and performance, including documentation to support the invoices described in Section 9, documentation to support the permits and CEQA compliance for Project activities as described in Section 7.3.1.5, and documentation of marketing activities as described in Section 7.3.1.4. These records shall be maintained in one central location during the term of this agreement and copies shall be submitted to the Air District as they become available.

8. Withdrawal

- 8.1. A party may voluntarily withdraw from this agreement by providing written notice of its intent to withdraw no later than 30 days before the date of withdrawal.
- 8.2. A party shall withdraw under the following circumstances:
 - 8.2.1. The party fails to provide matching funds required by Section 9.3;
 - 8.2.2. The party's governing board fails to approve actions necessary for completion of the Project;
 - 8.2.3. The party fails to obtain necessary rights or approvals for use of real property required for Project actions or equipment.
- 8.3. A withdrawing party will forfeit a portion of its local match sufficient to reimburse a party or vendor for costs incurred on behalf of the withdrawing party prior to the withdrawal, except as determined by Air District.
- 8.4. A withdrawing party is not entitled to reimbursement for staffing costs covered by CMAQ or Air District funding, except as determined by the Air District.

9. Financial Management

- 9.1. The Air District will establish a Project fund and will use monies deposited in this fund solely for Project expenses.
- 9.2. The Air District will deposit all monies received from the parties into the Project fund. Within 30 days from the receipt of funds, the Air District will contribute into the Fund the amount shown in Section 3.
- 9.3. Within 30 days after the parties have selected the vendor(s) and prior to execution of a contract with the selected vendor, each party will pay the Air District the match funds for program development and implementation identified below:

SFMTA \$401,250

VTA \$400,000

SAMTRANS \$80,000

These match funds will be applied towards the associated capital costs, installation of bicycles and stations, and the operation and maintenance of the system for a minimum of 12 months in each host community (see Table 2).

Non-participating staffing costs identified in Tables 1 and 2 may be used by the parties to cover agency staffing costs related to this Project and are not governed by this agreement.

- 9.4. Each party will provide the Air District a preview of future expenditures through a quarterly work plan for staffing cost.
 - 9.5. The Air District will provide quarterly financial reports to the parties. Upon completion of the Project, any unexpended funds shall be returned to the parties, pro-rated in accordance with each party's original contribution share.
 - 9.6. For eligible staff costs to be covered by CMAQ or Air District funding, Air District, VTA and SAMTRANS will detail via timesheet and reports on a monthly basis staffing costs incurred as part of the Project. It will be at the sole discretion of the Air District to determine if costs submitted fall within the scope of the Project.
 - 9.7. The Air District will provide payment to vendor(s) for purchases and/or operations cost of the project. Payments will be based on the following procedure:
 - 9.7.1. Upon receipt of an invoice, the Air District will notify the parties of intent to pay and provide an invoice copy.
 - 9.7.2. Within 10 business days, each party must approve the invoice for work performed in its jurisdiction.
 - 9.7.3. Federal funding is dispersed on a reimbursement basis. Upon party approval of an invoice, the Air District will seek federal reimbursement for the project cost and will disperse payment of available TFCA, local, and federal funds according to the formula established by the Steering Committee.
 - 9.8. The Air District, in consultation with the Steering Committee, will decide how to allocate any revenue collected through this Project, whether from advertising, sponsorship, subscriber fees, or other program-related activities. Beyond supporting the ongoing operation of the system, revenues may be used to extend the term of the Project, expand coverage within the existing parties' jurisdictions, or to expand coverage to new areas.
10. Implementation Policies
- 10.1. The parties agree to be bound by the requirements contained in the funding agreement with Caltrans ("Federal") and the TFCA program, and to take no actions during the Project that are in conflict with those requirements. To the extent that the requirements apply to post-Project actions, the parties agree to continue to be bound by those Federal and TFCA requirements.
 - 10.2. The parties commit to the following allocation of bicycles: 500 bicycles in San Francisco, 100 in Redwood City, and 400 in Santa Clara County distributed in the cities of Mountain View, Palo Alto, and San Jose. This allocation may be changed at the discretion of the Steering Committee based on withdrawals, breaches, or termination.
 - 10.3. The parties agree to be bound to the results of a shared procurement process for the purposes of equipment purchase and program operation for the Project.
 - 10.4. Each party agrees that, if required by law or policy, it will present RFP results and the Steering Committee recommendation for vendor selection to its board and will advocate for that selection. The parties agree that a "No" vote by a party's governing board constitutes a withdrawal from the project, upon which the Air District can at its sole discretion reallocate resources under the program (Air District and MTC funding).

- 10.5. The parties agree to work together to develop branding and marketing strategies in consultation with the Steering Committee, MTC, and MTC contractors that address both local and regional strategies and opportunities.
- 10.6. The parties agree that if any party fails to provide the committed funding in a timely manner, the Air District, upon consultation with the Steering Committee, can reallocate CMAQ funding to pilot bike sharing in another existing host community to be determined.
- 10.7. The parties agree that if any party fails to exercise good faith efforts to obtain the necessary authorizations for bicycle kiosks or to identify alternate locations in a timely manner, the Air District, after consultation with the Steering Committee, can reallocate the MTC funding to another party to this agreement and/or to purchase equipment under the program.
- 10.8. The parties agree that if a specific bicycle location/station does not generate use, the Air District, after consultation with the local implementing party and vendor, can reallocate the equipment to a higher demand area within that host community.
- 10.9. The parties agree to begin immediately to jointly develop a plan to address and guide post-Project regional implementation issues. This post-Project implementation plan will include but not be limited to:
 - 10.9.1. A process for assigning administration responsibilities (payments, etc.), liabilities, operations and maintenance costs, and capital assets.
 - 10.9.2. A process for on-going regional coordination and marketing.
 - 10.9.3. Processes for branding and marketing the Project and a continuing post-Project bicycle share program.
 - 10.9.4. Processes for expanding the program through both public and private investments.
 - 10.9.5. Processes for changing the administrative and operational structures developed and agreed to as a part of the Project. These processes will include an option or options for each of the individual implementing agencies, at its discretion, to take physical possession, assume lease rights, or other mechanism resulting from the RFP process, with the agreement to participate in the regionally-coordinated system. Such a regionally-coordinated system would adhere to guidelines established by the Steering Committee and, at a minimum, provide a seamless experience for users.
 - 10.9.6. Each party reserves its right not to be obligated to accept program ownership after the pilot period and not be required to purchase equipment or otherwise participate in a continuing program.
- 10.10. The parties understand that possession and control of bicycles and stations during the Project could be through lease or ownership by the Air District, by the parties jointly, by the selected vendor, or through some other mechanism. The nature of this possession and control will be determined by technical specifications developed pursuant to Section 7.2, by decisions of the Steering Committee, and by the selected vendor's proposal. Pending any evaluation and a determination by the parties that the endeavor is both worthy of pursuing and economically sustainable (whether through operating income, sponsorships, continued grant funding, or some other mechanism), the goal of the Project is for regional operations to continue and expand following the Project period. Final, post-Project ownership and operation of the program and initial components will be determined by the parties before the end of the first year, and may include the option for continued county level ownership and operation pursuant to section 10.9.5. If required, the parties will execute a written agreement regarding transfer of ownership of any property prior to end of the first year. The options for the program ownership after the pilot period should include, but not be limited to:

10.10.1. Transferring program and permits in whole or part to the local hosting jurisdictions/agencies.

10.10.2. Transferring program and permits to a third party administrator or operator.

11. Project Schedule. The parties will endeavor to meet the following schedule and Project milestones:

11.1.	Submit Request For Proposals (RFP) to Caltrans for approval	August 31, 2011
11.2.	Issuance of Solicitation for RFP	Pending Caltrans' approval
11.3.	Agreement(s) Executed between the Air District and Selected Vendor(s)	On or around October 31, 2011
11.4.	System Launch (1,000 bikes placed into service and operated)	Spring 2012 and not later than September 30, 2012
11.5.	Close of Project	Minimum of 12 months from System Launch
11.6.	Final Evaluation	Within 6 months following close of Project
11.7.	Financial Audit	Within 12 months following close of Project

12. Other Provisions

12.1. Nothing in this agreement is intended to expand the existing authority of any signatory. No organization formed pursuant to this agreement has authority beyond that specified in this agreement.

12.2. This agreement may not be modified or the term extended except by written instrument executed by the Executive Director or the governing body for each of the respective parties, as appropriate.

12.3. The parties agree that this agreement constitutes the entire understanding between and among them.

12.4. Each party shall indemnify the other parties, their officers, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the indemnifying party its officers, employees, agents, and sub-grantees, or any of them, under or in connection with this agreement. The indemnifying party further agrees to defend any and all such actions, suits, or claims arising from the indemnifying party's negligence or otherwise wrongful act or omission and pay all reasonable charges of attorneys and all other costs, expenses, settlements, or judgments arising therefrom or incurred in connection therewith.

12.5. The contract with each vendor selected in the course of this Project will require the vendor to indemnify and defend the parties against any and all liability and loss and will also require the vendor to include in its contract with any third party implementing any

INTERGOVERNMENTAL AGREEMENT – BIKE SHARE PROJECT

County of San Mateo
County Manager’s Office
400 County Center
Redwood City, CA 94063
pjensen@co.sanmateo.ca.us

To VTA:

Attention: Ying Smith
Santa Clara Valley Transportation Authority
3331 North First Street Bldg B2 San Jose, CA 95134
ying.smith@vta.org

To Air District:

Attention: Karen Schkolnick
Bay Area Air Quality Management District
939 Ellis St.
San Francisco, CA 94109-7714
kscholnick@baaqmd.gov

IN WITNESS WHEREOF, this agreement has been executed by the parties hereto.

City and County of San Francisco Municipal Transportation Agency	San Mateo County Transit District
<p>_____</p> <p>Nathaniel P. Ford Sr. Executive Director/CEO</p>	<p>_____</p> <p>Michael J. Scanlon General Manager/CEO</p>
Date: _____	Date: _____
APPROVED AS TO FORM:	APPROVED AS TO FORM:
Dennis J. Herrera, City Attorney	[Name], [Title]
<p>By _____</p> <p>[Name] [Title]</p>	<p>By _____</p> <p>David J. Miller Attorney for the District</p>

INTERGOVERNMENTAL AGREEMENT – BIKE SHARE PROJECT

<p>City of Redwood City</p> <p>_____</p> <p>Robert B. Bell City Manager</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>By _____</p> <p>Pamela Thompson City Attorney</p>	<p>County of San Mateo</p> <p>_____</p> <p>David Boesch County Manager</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>By _____</p>
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<p>Santa Clara Valley Transportation Authority</p> <p>_____</p> <p>Michael Burns General Manager</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>[Name], [Title]</p> <p>By _____</p> <p>VTA Counsel</p>	<p>Bay Area Air Quality Management District</p> <p>_____</p> <p>Jack P. Broadbent Executive Officer</p> <p>Date: _____</p> <p>APPROVED AS TO FORM:</p> <p>Brian C. Bunger, District Counsel</p> <p>By _____</p> <p>Brian C. Bunger District Counsel</p>
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