



METROPOLITAN  
TRANSPORTATION  
COMMISSION

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February 10, 2009

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Napa County and Cities

*Scott Haggerty, Vice Chair*  
Alameda County

*Tom Azunbrado*  
U.S. Department of Housing  
and Urban Development

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Association of Bay Area Governments

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U.S. Department of Transportation

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Contra Costa County

*Anne W. Halsted*  
San Francisco Bay Conservation  
and Development Commission

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Marin County and Cities

*Sue Lempert*  
Cities of San Mateo County

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*Bijan Sartipi*  
State Business, Transportation  
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*Adrienne J. Tissier*  
San Mateo County

*Amy Worth*  
Cities of Contra Costa County

*Ken Yeager*  
Santa Clara County

*Vicaut*  
City and County of San Francisco

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Operations

*Andrew B. Fremier*  
Deputy Executive Director,  
Bay Area Toll Authority

*Therese W. McMillan*  
Deputy Executive Director, Policy

Debra Figone  
City Manager  
City of San Jose  
200 East Santa Clara Street  
San Jose, CA 95112

RE: Funding Agreement

Dear Ms. Figone:

This letter is our Funding Agreement for the performance of station area planning assistance ("the Agreement").

It is agreed that City of San Jose (also referred to as "RECIPIENT") shall perform, or engage a consultant to perform, the project tasks specified in Attachment A, Scope of Work attached hereto and incorporated by this reference.

Doug Johnson (herein "MTC Contract Manager") shall be responsible for the overall administration of the Agreement, including approving deliverables and invoices. Day-to-day technical direction shall be provided by Justin Fried (herein "Project Manager") or a designated representative.

Payment to RECIPIENT shall be due in the amounts indicated in Attachment B, Project Budget and Schedule, upon acceptance by the MTC Contract Manager of the Project deliverables, described in detail in Attachment A.

Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Contract Manager. RECIPIENT shall deliver or mail invoices to MTC, as follows:

Accounting Department  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 -- 8th Street

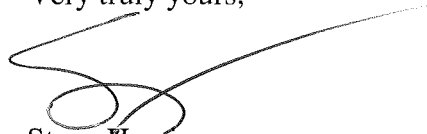
Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under the Agreement exceed the sum of seven hundred fifty thousand dollars (\$750,000).

The Agreement is funded in whole, or in part, by Surface Transportation Program (STP) funds allocated to MTC by the Federal Highway Administration, funds from which have been awarded to RECIPIENT by MTC, and the provisions in Attachment C, Terms and Conditions, are hereby incorporated by reference. To the extent that they conflict with any of the above provisions, they supersede such provisions.

Performance will begin on February 1, 2009, and be completed by June 30, 2011, unless MTC terminates this Agreement earlier as provided in Article 3, Termination, of Attachment C.

If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,



Steve Heminger  
Executive Director

SH: DJ: DR

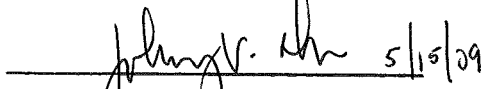
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Accepted and Agreed to this \_\_\_\_\_ day  
of February, 2009.

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Debra Figone, City Manger, City of San Jose

**APPROVED AS TO FORM**



5/15/09  
DEPUTY CITY ATTORNEY

## ATTACHMENT A

### SCOPE OF WORK

RECIPIENT shall with professional consulting assistance, develop the Diridon Station Area Plan. The Diridon Station Area Plan will focus on evaluating existing and proposed land uses; analyzing market, regulatory and infrastructure conditions; analyzing the expansion of the existing Diridon Station; and developing land use regulations, implementation strategies and design guidelines to encourage appropriate transit oriented development within the station area planning. The primary objectives to be accomplished are:

- Establishment of a land use plan and policy framework that will guide future development and redevelopment within the area towards land uses that will support transit ridership.
- Improvement of motorized, non-motorized and transit connectivity between the station site and existing adjacent commercial and residential areas.
- Development and implementation of urban design standards that promote walkable and livable environments within the station area.
- Enhance the existing residential neighborhood and add high density residential development
- Provide a variety of commercial and mixed used development opportunities, ranging from large scale corporate or institutional sites to incremental infill development zones
- Create a high, activity, lively pedestrian environment with excellent connectivity to downtown destinations and transit
- Expansion of Diridon Station to create a well integrated center of architectural and functional significance
- Preparation of a comprehensive environmental document to facilitate subsequent environmental reviews of changes to existing policy/ regulatory documents, capital improvement projects and private development proposals.
- Educate and inform the public about the area plan process and Transit Oriented Design (TOD) concepts.

#### **Public Outreach**

RECIPIENT shall conduct public outreach and convene workshops at key milestones for the community to constructively participate in the selection of preferred concepts and plans. An

essential element of success of the proposed plan will be the RECIPIENT'S ability to engage the community to accomplish the following:

- Develop a shared vision for the area that includes defining opportunities for TOD to support and directly benefit the neighborhood;
- Educate residents and employers on the concepts of TOD, specific planning and the environmental review process, and provide examples of successful mixed-use TOD. These forums may involve representatives from transit agencies or other communities that have firsthand experience with successful TODs;
- Assess acceptable development alternatives/scenarios to be evaluated in the EIR; and
- Synthesize concepts until consensus is reached and proceed with further review and approval of the preferred development strategy.

### **Work Tasks and Deliverables**

#### **Task 1: Site Analysis – Existing Conditions**

The RECIPIENT and consultant team shall assess and synthesize existing physical and regulatory conditions affecting the project study area. Information to be considered in the assessment include: existing physical conditions; existing land uses; environmental constraints; available traffic data; regulatory and policy documents such as the City's General Plan, Design Guidelines, Zoning Code, Street Design Standards, Redevelopment Plans, and Bicycle and Pedestrian Master Plan; Transit Agency and Congestion Management Agency policies and planning programs; objectives identified in previous planning and design studies; economic and redevelopment objectives; airport constraints; development projects being planned or are pending approval/construction; and planned public improvement projects.

The RECIPIENT and consultant team shall prepare a map of the proposed project area depicting the existing conditions. The map will show streets, buildings, parking areas, bike paths and trails, and public facilities. RECIPIENT and consultant team shall assemble the existing conditions data and related mapping into an Existing Conditions Report.

As part of the existing conditions discussion and to kick off the process, the RECIPIENT shall conduct Community Workshop #1

- Deliverable #1a: Existing Conditions Map*
- Deliverable #1b: Existing Conditions Report*
- Deliverable #1c: Workshop #1 Summary*

#### **Task 2: Draft Plans and Alternatives**

The RECIPIENT's consultant shall evaluate existing data to create an accurate assessment of current land use types and densities and analyze a range of feasible alternatives for new jobs, retail and housing and accompanying densities, including a higher density scenario that would provide additional housing units in the range of the adopted MTC threshold for commuter rail stations.

RECIPIENT and consultant shall prepare a draft Diridon Station Expansion Plan. The plan should take all available information and existing approved plans and expand on them to develop a Diridon Station Expansion Plan. The plan will include the following elements:

- Station expansion program and transit integration (BART, Caltrain, Amtrak, ACE, Light Rail, Bus Rapid Transit, Bus, High Speed Rail)
- Connectivity between existing and planned transit services
- Access and circulation within the station
- Access and circulation to the station area
- Enhancement and integration of the historic facility
- Transit parking needs and locations
- Station architectural concepts
- Implementation and financing strategies for the expansion of the station

As part of this task, RECIPIENT and consultant team shall prepare a Station Access and Connectivity Plan that will address pedestrian, transit, auto, and bicycle access to the station and circulation through the station planning area. This plan will also address projected motorized traffic impacts and estimates the number of transit riders from within the station area accessing the transit station by non-motorized modes. The plan will include the following elements:

- Create a high-activity, lively pedestrian environment with excellent connectivity to downtown destinations and transit; and
- Station Access and Connectivity Plan including Gateway Streetscape Plans
- Accessibility Plan
- Pedestrian-Friendly Design Standards

RECIPIENT and consultant team shall present the alternative land use and circulation scenarios and findings at Community Workshop #2. Community Workshop #2 will provide a forum for the RECIPIENT and consultant team to discuss the alternatives and illustrate how issues and considerations raised during Community Workshop #1 are, or could be, addressed in the scenario. Utilizing interactive planning techniques, such as design charrettes, RECIPIENT and consultant team shall lead meeting attendees in an exercise to identify community priorities and preferences. This may result in a clear preference for one of the alternatives, or it may result in a hybrid concept that combines some elements of two or more of the alternatives. Related to this, RECIPIENT and consultant team will prepare and present a Draft Station Access and Connectivity Plan that corresponds to proposed land use scenarios and station area expansion plan.

***Deliverable #2a: Draft Land Use Alternatives Analysis Report***

***Deliverable #2b: Draft Station Expansion Plan***

***Deliverable #2c: Draft Station Access and Connectivity Plan***

***Deliverable #2d: Workshop #2 Meeting Summary***

### **Task 3: Final Land Use – Preferred Alternatives Analysis**

The RECIPIENT's consultant shall finalize a preferred land use alternative and station expansion plan and complete appropriate maps and reports.

The RECIPIENT, through its consultant, shall conduct a parking demand analysis for the station area. The study will include:

- Anticipated residential parking demand;
- Anticipated employment/commercial parking demand;
- Potential for shared parking in station area;
- Potential for priced parking in station area;
- Recommended TOD parking ratios for residential and commercial projects; and
- Feasibility of establishing parking maximum ratios and abolishing minimum parking ratios.

RECIPIENT and consultant team shall present the Final land use and circulation scenarios, parking demand analysis and related findings at Community Workshop #3 for review and input. Community Workshop #3 will provide a forum for the RECIPIENT and consultant team to discuss the alternatives and illustrate how issues and considerations raised during Community Workshop #2 are, or could be, addressed in the scenario.

***Deliverable #3a: Final Land Use Alternatives Analysis Report***

***Deliverable #3b: Final Station Expansion Plan***

***Deliverable #3c: Final Station Access and Connectivity Plan***

***Deliverable #3d Parking Demand Analysis and Potential TOD Parking Policies***

***Deliverable #3e: Workshop #3 Meeting Summary***

#### **Task 4: Technical Analysis**

**Market Demand Analysis** – The RECIPIENT’s consultant shall prepare a preliminary report on the market demand for TOD in the station area. The demand analysis will examine both residential and employment demand, and will include the financial feasibility of affordable housing in particular.

**Infrastructure Analysis** – RECIPIENT and consultant team shall prepare an infrastructure needs analysis based upon data and information developed through Tasks 1, 2 and 3. The purpose of the analysis will be to determine at a preliminary engineering (planning) level the infrastructure necessary to support the land uses and improvements identified in Tasks 2 and 3. The study could analyze the following infrastructure needs and related engineering issues as needed:

- Storm drainage
- Sanitary sewer
- Water systems, including fire flows
- Street improvements, including lights, alley and frontage improvements
- Public facilities, including station platform and parking facilities
- Parks and Open Space
- Electricity service, including an estimate to underground
- Natural gas service
- Telecommunications – broadband and wireless infrastructure

The infrastructure needs analysis will include level of magnitude cost estimates, phasing recommendations for improvements broken down by system, geography or phased capacity improvements and recommended funding strategies.

***Deliverable #4a: Infrastructure Needs Analysis Technical Report***

***Deliverable #4b: Market Demand Analysis***

### **Task 5: Draft Station Area Plan**

RECIPIENT and consultant team shall develop a draft Station Area Plan for public review. The Station Area Plan will serve as the RECIPIENT'S comprehensive land use and implementation plan for guiding development within the station planning area. The Station Area Plan will include the following elements:

- Planning Process - A description of the plan process and the role the public played in creating the plan.
- Policy Framework: Goals, objectives and policies for creating and sustaining a transit supportive environment.
- Land Use Section - Description of anticipated increase in new housing units, affordable housing, jobs and mix of other uses within the station planning area.
- Station Access and Circulation - Address pedestrian, transit, auto, and bicycle access to the station and circulation through the station planning area. Addresses projected motorized traffic impacts and estimates the number of transit riders from within the station area accessing the transit station by non-motorized modes. Identifies parking management strategies.
- Urban Design Standards - Incorporates public and private design policies and standards that will promote walkability and livability of the station area. Establishes TOD parking ratios.
- Infrastructure – Identifies infrastructure improvements that will be needed to support implementation of the plan.
- Implementation – Identifies regulatory/policy changes needed to implement the AreaPlan (including General Plan, Zoning Code and Design Guidelines), improvement phasing and funding strategies necessary to implement the plan.

RECIPIENT and consultant team shall conduct a community meeting following preparation of the draft Station Area Plan to receive comments and input from the public.

***Deliverable #5: Draft Station Area Plan***

### **Task 6: Final Station Area Plan**

RECIPIENT and consultant team shall develop a Final Station Area Plan for public review. The Station Area Plan will serve as the RECIPIENT'S comprehensive land use and implementation plan for guiding development within the station planning area. RECIPIENT and consultant team will conduct community meetings and participate in the Public Hearing process for City Council consideration of the Plan document.

***Deliverable #6: Final Station Area Plan***

**Task 7: Environmental Analysis and CEQA Review**

RECIPIENT and consultant team shall prepare an Environmental Impact Report (EIR) in compliance with the provisions of the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and will prepare responses to comments received during the public review period, any associated Mitigation Reporting Plan, and Findings of Fact and Statement of Overriding Considerations as applicable. The EIR shall address, at a minimum, the following areas:

- Land Use Consistency and Compatibility - The EIR will evaluate the proposed project's consistency with adopted City plans and policies.
- Transportation and Circulation – A traffic study analyzing traffic and circulation issues, impacts on existing and proposed bikeways, transit systems (bus and commuter rail) and pedestrians, and impact on pedestrian safety.
- Air Quality - The EIR will address the project's impact on air pollutants and their precursors as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis will address both operational including vehicular emissions (long-term) and construction level (short-term) impacts.
- Noise/Vibration - The EIR will evaluate the potential impacts on ambient noise levels from any construction related noise, as well as potential impacts on ambient noise from the proposed project (buildout of proposed land uses and operation of commuter rail service).
- Discussion of Alternatives – The EIR shall describe a range of reasonable alternatives for the project. The EIR will evaluate the comparative merits of the alternatives, including the “No Project” alternative.

It could also include the following elements:

- Biological Resources - The EIR will analyze the project's short-term (construction) as well as long-term impacts on biological resources including any special status species.
- Hydrology/Drainage/Water Quality/Sanitary Sewer System – The EIR will analyze and address the project's construction and operational impacts to hydrology, drainage, the sewer system, and water quality in the area.
- Public Services – The EIR will evaluate the potential impacts to public services such as schools, solid waste, police, fire and utilities.

- Cultural/Historical Resources – The EIR will evaluate potential impacts to cultural and historical resources in the proposed plan area. Mitigation measures will be identified to reduce potential impacts.
- Discussion of Growth Inducing and Cumulative Impacts – The EIR shall address cumulative impacts of the project. The EIR shall discuss cumulative impacts when the project’s incremental effect is considered cumulatively considerable.
- Discussion of Alternatives – The EIR shall describe a range of reasonable alternatives for the project. The EIR will evaluate the comparative merits of the alternatives, including the “No Project” alternative.

***Deliverable #7: Draft Environmental Impact Report***

**Task 8: Policy Implementation of the Station Area Plan (Related General Plan and Zoning Ordinance Amendments)**

If City Council adopts the final Station Area Plan, RECIPIENT and consultant team shall prepare General Plan and Zoning Ordinance amendments as necessary to provide a policy framework for the implementation of the Plan, that along with the the approval of a Final Environmental Impact Report (FEIR), position the RECIPIENT to market the redevelopment of the station area. As needed the Zoning Ordinance amendments will incorporate concepts of form-based zoning, including detailed prescriptions of physical form related to standards for building envelopes, architecture and streets, in a well illustrated, clear plan.

***Deliverable #8a: General Plan Amendments***

***Deliverable #8b: Zoning Ordinance Amendments***

***Deliverable #8c: Final EIR***

**ATTACHMENT B**

**PROJECT BUDGET AND SCHEDULE**

The following table provides the project budget by deliverable, including the local match to be provided by the RECIPIENT:

Task	Deliverable (Deliverable #)	MTC Contribution	RECIPIENT Match	Total Cost	Completion Date
1	Existing Conditions Map (#1a) Existing Conditions Report (#1b) Workshop #1 Summary (#1c)	\$80,000	\$16,000	\$96,000	September 2009
2	Draft Land Use Alternatives Analysis Report (#2a) Draft Station Expansion Plan (#2b) Draft Station Access and Connectivity Plan (#2c) Workshop #2 Meeting Summary (#2d)	\$160,000	\$32,000	\$192,000	February 2010
3	Final Land Use Alternatives Analysis Report (#3a) Final Station Expansion Plan (#3b) Final Station Access and Connectivity Plan (#3c) Parking Demand Analysis and Potential TOD Parking Policies (#3d) Workshop #3 Meeting Summary (#3e)	\$150,000	\$30,000	\$180,000	June 2010
4	Infrastructure Needs Analysis Technical Report (#4a) Market Demand Analysis (#4b)	\$40,000	\$8,000	\$48,000	July 2010
5	Draft Station Area Plan (#5)	\$120,000	\$24,000	\$144,000	December 2010
6	Final Station Area Plan (#6)	\$40,000	\$8,000	\$48,000	April 2011
7	Draft Environmental Impact Report (#7)	\$80,000	\$16,000	\$96,000	April 2011
8	General Plan Amendments (#8a) Zoning Ordinance Amendments (#8b) Final EIR (#8c)	\$80,000	\$66,000	\$146,000	June 2011
	<b>TOTAL</b>	\$750,000.00	\$200,000.00	\$950,000.00	

## ATTACHMENT C

### TERMS AND CONDITIONS

#### 1. FUNDING

Funding from DOT shall be contingent upon approval by the Federal Highway Administration (FHWA) of MTC's Overall Work Program ("OWP"). Should DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC will reduce RECIPIENT's share of STP funds proportionately and shall, after consultation with the RECIPIENT, amend the Scope of Work as necessary to reflect the reduced level of funding.

#### 2. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

#### 3. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

#### 4. RETENTION OF RECORDS

RECIPIENT agrees to keep all records pertaining to the project being funded for audit purposes for a minimum of three (3) years following final payment to RECIPIENT or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer, in accordance with generally accepted accounting principles. Copies of RECIPIENT audits, if any, performed during the course of Project development and at Project completion shall be forwarded to MTC no later than one hundred eighty (180) days after fiscal year end close.

#### 5. AUDITS

RECIPIENT agrees to grant MTC, or any agency that provides MTC with funds for the Project, including but not limited to, the U.S. Department of Transportation, FHWA, the Comptroller General of the United States, the State, and their authorized representatives access to RECIPIENT's books and records for the purpose of verifying that funds are properly accounted for and proceeds are expended in accordance with the terms of this Agreement. All documents shall be available for inspection during normal business hours at any time while the Project is underway and for the retention period specified in Article 4.

RECIPIENT further agrees to include in all its third-party contracts hereunder a provision to the effect that the contractor agrees that MTC, the U.S. Department of Transportation, FHWA,

the Comptroller General of the United States, the State, or any of their duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers, and records of such subcontractor, during normal business hours, for the term specified above. The term "contract" as used in this clause excludes agreements not exceeding \$25,000.

6. LICENSE TO WORK PRODUCTS

RECIPIENT hereby grants to MTC an irrevocable, non-exclusive, royalty-free license to use without restriction and share with any person or entity all drawings, designs, specifications, manuals, reports, studies, surveys, models, software, source code and source code documentation, documentation or system architecture, and any other documents, materials, data, and products ("Work Products") developed, prepared, or assembled by RECIPIENT or RECIPIENT's consultant(s) or its subconsultants pursuant to this Agreement. MTC may exercise their licenses to Work Products through sublicenses to a third party, without the approval of RECIPIENT or RECIPIENT's consultant(s) or subconsultants. FHWA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes: (a) the copyright in any work developed under this Agreement; and (b) any rights of copyright to which RECIPIENT or RECIPIENT's consultant(s) or subconsultants purchase ownership under this Agreement.

7. EQUAL EMPLOYMENT OPPORTUNITY

In accordance with Title VI of the Civil Rights Act, as amended (42 U.S.C. § 2000d); Section 303 of the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6102); Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12132); and 49 U.S.C. § 5332 for FTA-funded projects, RECIPIENT agrees that it will not, on the grounds of race, religious creed, color, national origin, age, physical disability or sex, discriminate or permit discrimination against any employee or applicant for employment.

8. DISADVANTAGED BUSINESS ENTERPRISES (DBE)

It is the policy of MTC and the U.S. Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

RECIPIENT shall not discriminate on the basis of race, color, national origin or sex in the performance of this Agreement. RECIPIENT shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by RECIPIENT to carry out these requirements is a material breach of contract, which may result in the termination of this agreement or such other remedy as MTC deems appropriate.

9. TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

RECIPIENT agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (47 U.S.C. § 2000(d)) and the regulations of the Department of Transportation issued thereunder (49 CFR Part 21).

10. ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

RECIPIENT agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

11. STATE ENERGY CONSERVATION PLAN

RECIPIENT shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

12. DEBARMENT

RECIPIENT certifies that neither it, nor any of its participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

13. CLEAN AIR AND WATER POLLUTION ACTS

RECIPIENT agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 et seq.), the Clean Water Act (33 U.S.C. § 1251 et seq.), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

14. LOBBYING

RECIPIENT agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

15. INDEMNIFICATION

RECIPIENT shall indemnify and hold harmless MTC, Caltrans, their Commissioners, Directors, officers, agents and employees from any and all claims, demands, suits, loss, damages, injury and/or liability (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of RECIPIENT, its officers, directors, employees, agents and contractors, or any of them, under or in connection with this Agreement; and RECIPIENT agrees at its own cost, expense and risk to defend any and all claims, actions, suits, or other legal proceedings brought or instituted against MTC, Caltrans, their Commissioners, Directors, officers, agents, and employees, or any of them, arising out of such act or omission, and to pay and satisfy any resulting judgments.

16. MEETINGS

RECIPIENT agrees to invite the MTC Contract Manager and the Project Manager to participate in all meetings held in connection with this project, including public meetings and project team meetings.

17. COMPLIANCE WITH LAWS

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, and Caltrans, which relate to or in any manner affect the

performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”), and are herein incorporated by this reference and made a part hereof.

18. IDENTIFICATION OF DOCUMENTS

RECIPIENT will ensure that all documents related to the project including meeting notices and reports state that the project is funded through the Metropolitan Transportation Commission’s Station Area Planning Program.

In addition, RECIPIENT will ensure that all reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

“The preparation of this report has been financed in part by grants from the U.S. Department of Transportation. The contents of this report do not necessarily reflect the official views or policy of the U.S. Department of Transportation.”

In addition, RECIPIENT certifies that the RECIPIENT and its contractors shall comply with the requirements of the California Environmental Quality Act (CEQA), California Public Resources Code Section 21,000 *et seq.* and with the State Environmental Impact Report Guidelines (14 California Code of Regulations Section 15000 *et seq.*) and the National Environmental Policy Act (NEPA), 42 U.S.C. Section 4-1 *et seq.* and the applicable regulations thereunder.

19. SUBCONTRACTS

RECIPIENT must include provisions of this Agreement, as applicable, modified only to show the particular contractual relationship, in any third-party contracts funded by this Agreement.