

File No. 091373

Committee Item No. 1
Board Item No. 3

COMMITTEE/BOARD OF SUPERVISORS
AGENDA PACKET CONTENTS LIST

Committee: City Operations & Neighborhood Ser. Date: December 14, 2009

Board of Supervisors Meeting Date 1-5-2010

Cmte Board

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| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form (for hearings) |
| <input type="checkbox"/> | <input type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Contract/Agreement |
| <input type="checkbox"/> | <input type="checkbox"/> | Award Letter |
| <input type="checkbox"/> | <input type="checkbox"/> | Application |
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OTHER

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Completed by: Victor Young
Completed by: Victor Young

Date December 10, 2009
Date _____

An asterisked item represents the cover sheet to a document that exceeds 25 pages. The complete document is in the file.

1 [Accept & Expend -SFGH Shuttle Bus Project.]

2
3 Resolution authorizing the San Francisco Department of Public Health (DPH) to accept
4 and ~~expend~~ a grant totaling \$100,245 from the Bay Area Air Quality Management
5 District to implement a shuttle service connecting San Francisco General Hospital and
6 Mission Bay campuses with major transit hubs in San Francisco; for the period of
7 January 15, 2010 through January 15, 2012.

8
9 WHEREAS, San Francisco General Hospital (SFGH) was awarded a grant from the
10 Bay Area Air Quality Management District totaling \$100,245 for the period of January 15,
11 2010 through January 15, 2012; and

12 WHEREAS, The purpose of this grant is to provide a shuttle service to connect the
13 SFGH and Mission Bay medical campuses with major transit hubs in San Francisco; and

14 WHEREAS, The funding through this grant will be contracted out in its entirety, though
15 the contractor has not yet been identified and will be put out to bid through SFGH; and,

16 WHEREAS, As a condition of receiving the grant funds, the Bay Area Air Quality
17 Management District requires the City to comply with the terms of three separate agreements
18 (the "Agreements"), copies of which are on file with the Clerk of the Board of Supervisors in
19 File No. 091373, which is hereby declared to be a part of this resolution as if set forth
20 fully herein; and,

21 WHEREAS, As required by the funder, DPH will provide \$90,000 in matching funds
22 toward this project; and,

23
24 WHEREAS, The budget does not include a provision for indirect costs in order to
25 maximize use of grant funds on direct services; now therefore, be it

1 RESOLVED, That DPH is hereby authorized to accept and expend a grant from the
2 Bay Area Air Quality Management District in the amount of \$100,245; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
4 indirect costs in the grant budget; and be it

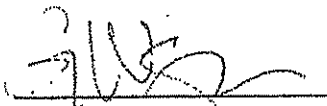
5 FURTHER RESOLVED, That DPH is hereby authorized to accept and expend the
6 grant funds pursuant to San Francisco Administrative Code section 10.170-1; and, be it

7 FURTHER RESOLVED, That the Director of Health is authorized to enter into the
8 agreement on behalf of the City.

9
10
11 RECOMMENDED:

12
13 
14 Mitchell Katz, M.D.
15 Director of Health

APPROVED:

16
17 
18 Office of the Mayor

19
20 
21 Office of the Controller



Gavin Newsom
Mayor

Mitchell H. Katz, MD
Director of Health

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Mitchell H. Katz, M.D. *MH Katz*
Director of Health
DATE: November 17, 2009
SUBJECT: Accept and Expend Resolution for Subject Allocation
GRANT TITLE: SFGH Shuttle Bus Project

Attached please find the original and 4 copies of each of the following:

- Proposed grant resolution, original signed by Department
- Grant information form, including disability checklist
- Grant budget and justification
- Grant Application
- Agreement (1)

Special Timeline Requirements:

Departmental representative to receive a copy of the adopted resolution:

Name: Grace Alderson

Phone: 554-2655

Interoffice Mail Address: Dept. of Public Health, 101 Grove St., Room 330

Certified copy required Yes

No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).

File Number: _____
(Provided by Clerk of Board of Supervisors)

Grant Information Form
(Effective July 2006)

Purpose: Accompanies proposed Board of Supervisors ordinances authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying ordinance:

1. Grant Title: SFGH Shuttle Bus Project
2. Department: Department of Public Health
3. Contact Person: Christina Foushee, PhDc, RN Telephone: (415) 254-6145
4. Grant Approval Status (check one):
 Approved by funding agency Not yet approved
5. Amount of Grant Funding Approved or Applied for: \$100,245
- 6a. Matching Funds Required: \$ 90,000 b. Source(s) of matching funds (if applicable): SFGH Rebuild Project (\$20,000) & Mission Bay Transportation Management Association (TMA) (\$70,000)
- 7a. Grant Source Agency: Bay Area Air Quality Management District
b. Grant Pass-Through Agency (if applicable): N/A
8. Proposed Grant Project Summary: SFGH, in partnership with the Mission Bay TMA, has been awarded funds to provide a shuttle service to connect the SFGH and Mission Bay campuses with major transit hubs in San Francisco.
9. Grant Project Schedule, as allowed in approval documents, or as proposed:

Start-Date:	01/15/2010	End-Date:	01/15/2012
-------------	------------	-----------	------------
10. Number of new positions created and funded: 0
11. Explain the disposition of employees once the grant ends? N/A
- 12a. Amount budgeted for contractual services:
 - b. Will contractual services be put out to bid? Yes
 - c. If so, will contract services help to further the goals of the department's MBE/WBE requirements? Yes
 - d. Is this likely to be a one-time or ongoing request for contracting out? One-time
- 13a. Does the budget include indirect costs? Yes No
 - b1. If yes, how much?
 - b2. How was the amount calculated?

c. If no, why are indirect costs not included?

Not allowed by granting agency

Other (please explain):

To maximize use of grant funds on direct services

14. Any other significant grant requirements or comments:

****Disability Access Checklist****

15. This Grant is intended for activities at (check all that apply):

Existing Site(s)

Existing Structure(s)

Existing Program(s) or Service(s)

Rehabilitated Site(s)

Rehabilitated Structure(s)

New Program(s) or Service(s)

New Site(s)

New Structure(s)

16. The Departmental ADA Coordinator and/or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local access laws and regulations and will allow the full inclusion of persons with disabilities, or will require unreasonable hardship exceptions, as described in the comments section:

Comments:

Departmental or Mayor's Office of Disability Reviewer: _____

Jason Hashimoto

Date Reviewed: _____

11/14/05

Department Approval: _____

Mitchell H. Katz, MD

Proposed Budget: Complete areas shaded in yellow below.

Complete areas shaded yellow to provide project budget, broken out by major categories of costs (Line Items): e.g., capital costs, operating expenses, incremental cost of a clean air vehicle, personnel, etc. Capital costs and operating costs must be separately identified. If multiple funding sources will be used to pay for an item, list the item with each amount and source separately. Indirect and TFCFA grant administrative costs must be specifically identified as a separate line item. See Appendix C in the TFCFA Grant Application and Guidance document for information regarding eligible TFCFA project costs.

TFCFA Regional Funds Line Item (if necessary, add additional lines)	Estimated Cost	TFCFA Regional Funds
SFGH Shuttle Bus Program - Contract Service	\$100,245	TFCFA Regional Funds
Contractor will provide the driver, bus, fuel and all related maintenance at a fixed hourly rate	\$	TFCFA Regional Funds
	\$	TFCFA Regional Funds
	\$	TFCFA Regional Funds
Total TFCFA Regional Funds	\$ 100,245.00	

Matching Funds Line Item * (if	Estimated Cost	Matching Funds Source
SFGH Shuttle Bus Program - Contract Service	\$ 70,000.00	Mission Bay TMA
Contractor will provide the driver, bus, fuel and all related maintenance at a fixed hourly rate	\$ 20,000.00	SFGH Rebuild Project
	\$	
	\$	
Total Matching Funds	\$ 90,000.00	

* Matching Funds: List only line items and estimated costs that will be cost-shared with TFCFA Regional Funds or that are integral to the project. For example, for a construction project, excavation is eligible, but installation of signage for automobiles is not. Also include TFCFA County Program Manager and Bicycle Facility Program funds, if any.

Total Project Cost (Matching + TFCFA Regional Funds): \$ 190,245.00

Summary of Funding Sources: Complete areas shaded in yellow below.

Funding Sources	Amount of Funds	Status (Secured, Approval Pending, etc.)
TFCFA Regional Funds requested **	\$ 100,245.00	N/A
TFCFA County Program Manager Funds		
Matching Funds 1:	\$ 70,000.00	Secured
Matching Funds 2:	\$ 20,000.00	Secured
Matching Funds 3:		
Total Project Cost	\$ 190,245.00	

Hard copies of applications must include documentation to support availability of all matching funds (i.e. resolutions, adopted budgets, letters of funding commitment, contracts.) Documentation must be provided before applications can be evaluated.

** TFCFA matching funds requirement: Project sponsors requesting more than \$150,000 in TFCFA Regional Funds must provide a minimum of 10% matching funds from non-TFCFA sources. (TFCFA Program Manager and Bicycle Facility Program funds may NOT be used towards fulfilling this requirement.) For more information see Appendix A of the Grant Application and Guidance.

Application

Summary Information: Complete areas shaded in yellow below.

1. Date of Grant Application:	8/20/2009
2. Legal Name of Applicant Organization:	San Francisco General Hospital
3. Mailing Address:	
3a. Street Address	1001 Potrero Avenue, Bldg 10, Room 1118
3b. P.O. Box	
3c. City	San Francisco
3d. County	San Francisco
3e. State	CA
3f. Zip	94110
4. Primary Project Contact Info (serves as single point of contact for day-to-day communications)	
4a. Name	Christina Foushee
4b. Position / Title	Transportation Demand Manager
4c. Email Address	christina.foushee@sfdph.org
4d. Phone Number	415-208-8585
4e. Fax Number	
5. Person Authorized to Sign Application and Execute Grant Agreement	
5a. Name	Mitchell Katz, MD
5b. Position / Title	Director of Public Health
5c. Email Address	mitchell.katz@sfdph.org
5d. Phone Number	415-554-2800
5e. Fax Number	
6. Person who Completed Application	
6a. Name	Christina Foushee
6b. Position / Title	Transportation Demand Manager
6c. Email Address	christina.foushee@sfdph.org
6d. Phone Number	415-208-8585
6e. Fax Number	
7. How did you hear about this grant opportunity?	
7a. Email from the Air District (YES/NO)	NO
7b. Air District Website (YES/NO)	NO
7c. Post card / Mailer (YES/NO)	NO
7d. Newsletter (please specify)	NO
7e. Association (please specify)	Department of the Environment
7f. Other (please specify)	
8. Did you or anyone associated with this application attend an Application Workshop, a meeting, or other event where information was presented about BAAQMD grant programs? (YES/NO)	NO
9. If yes, provide the event name and date of the event:	N/A
10. Project Title (may be modified by the Air District):	SFGH Shuttle Bus Project
11. Total Project Cost:	\$190,245
12. Amount of TFCA Regional Funding Requested:	\$100,245

PROPOSED IMPLEMENTATION SCHEDULE:

Complete areas shaded in yellow below. Include key interim milestone dates (i.e., project start date, completion of construction/installation/service date(s), Final Report date.) All projects must commence in calendar year 2010.

Activity or Milestone	Date
Project Start	1/15/2010
Project Completion	1/15/2012
Final Report	within three months from date of project completion
Complete Environmental Review (if applicable)	Not Applicable
other milestones, if any	
other milestones, if any	
other milestones, if any	

SFGH Shuttle Bus Project

Shuttle Service from San Francisco General Hospital and Trauma Center (SFGH) to the Mission Bay Campus, 22nd Caltrain Station, 4th/King Caltrain Station, & the Transbay Terminal with a possible future connection with the Embarcadero BART Station.

Background

In November of 2008, 84% of San Francisco voters passed Proposition A to Rebuild San Francisco General Hospital and Trauma Center (SFGH) to meet California seismic regulations. During the Rebuild, up to 200 parking spaces will be eliminated. Though this loss will undoubtedly exacerbate existing parking and traffic congestion, the Rebuild poses an opportunity to influence single-auto occupant employee commuters to shift to commuting via public transit or other alternative sustainable transportation modalities. SFGH employees currently commute from all nine Bay Area counties during peak commute hours. Providing a shuttle to SFGH from local and regional transit hubs during peak hours will help serve the Rebuild's environmental mitigation goals of reducing single-occupant auto emissions and lessening traffic congestion and parking demand. It will also serve the more expansive environmental and public health goals of: a) reducing the hospital's contributions to vehicle trips to and within San Francisco, b) reducing regional vehicle miles traveled, c) reducing associated air pollution, d) decreasing local traffic noise, and e) minimizing traffic hazards to pedestrians and bicyclists.

Project Description

In response SFGH, in partnership with the Mission Bay Transportation Management Association (TMA), is seeking funds to provide a shuttle to connect the SFGH and Mission Bay campuses with 22nd Caltrain, 4th/King Caltrain Station, and the Transbay Terminal with a possible future connection with the Embarcadero BART station. Both parties are excited by the collaborative shuttle project's potential to reduce the overall cost in implementing a shuttle project by sharing resources and accountability while maximizing the project effectiveness, and will provide funding to launch the proposed shuttle service. The Mission Bay TMA board fully supports this project and will provide funding up to \$35,000 of the total project cost each year; the SFGH Rebuild project supports up to \$20,000 total for the two year project.

SFGH Employee Commute Survey Findings

As stated above, the proposed shuttle service would provide service to Mission Bay Campus, SFGH, 22nd Caltrain Station, 4th Caltrain Station and Transbay Terminal, and may be expanded in the future to include an additional stop at the Embarcadero BART station. Demand for shuttle service from regional transit hubs is supported by qualitative and quantitative evidence from employees in response to questions regarding their commutes: Approximately 30% of SFGH employees (n=1302/4550) completed a employee commute survey in December 2008 which included questions regarding their reasons for driving alone and factors that would encourage them to shift to a driving alternative. Of these respondents, 83% were full-time workers and 90% worked Monday through Thursday (87% Friday). Sixty percent of respondents drove alone to work at least one day per week and 55% drove to work Monday through Friday. The next most prevalent mode of transportation was public transit (25% of employees taking transit at least one day a week). Fifty-four percent of those who took public transit usually took BART and 45% took MUNI.

When asked what factors would encourage staff to decrease the number of days driving alone/increase the number of days using an alternative mode of transportation, the two most popular responses were as follows:

- Reduced time on public transit (36%)

BAAQMD Transportation Fund for Clean Air

- Improved reliability of transit (27%)

Employees additionally gave qualitative feedback that it is difficult to reach SFGH campus in a timely manner from major SF transit hubs.

When staff who drove alone were asked why they do so, some of the reasons were as follows (could check multiple reasons):

- Saves time (64%)
- Too many transfers (32%)
- Unreliability of transit (21%)
- Infrequency of transit (20%)

Of those who ever drove alone, roughly half reported that they would be willing to take public transit if changes in these conditions were made.

The proposed shuttle service will address the aforementioned concerns regarding time, reliability and transfers on public transit. If roughly 60% of staff drive alone at least one day a week, Monday through Friday, and half are willing to use transit at least one day a week, we estimate that approximately 273 SFGH employees could potentially use shuttle services to and from SF transit hubs each day—or 546 single-occupant-vehicle (SOV) trips could be reduced each day.

SFGH staff reported residency in the following counties:

- 48% in San Francisco
- 19% in San Mateo
- 16% in Alameda
- 8% in Contra Costa
- 6% in Marin
- (and the remaining in the greater Bay Area region).

This data lends support to the benefits of a shuttle connector to and from SFGH to regional transit. We estimate increases in employee commuting via transit could be realized by implementing a shuttle connector to SFGH for employees commuting daily from parts of the San Francisco Bay Area.

We estimate approximately 273 employees commuting each day from the targeted counties would shift their behavior from driving alone to transit - shuttle to SFGH. This estimate is derived from the employee commute survey and supported by the aforementioned current demand for shuttle connections, by the above employee survey responses regarding their increased willingness to commute via public transit if the commute time was lessened and transit more reliable, if the number of transfers were decreased, and if the frequency and availability were addressed. Furthermore, support will likely be garnered by the impending parking shortage at SFGH during the hospital Rebuild, the increasing inconvenience of locating parking, and continued expense for employees who commute to work by driving alone.

On-Going SFGH Transportation Demand Management Services and Initiatives

Additionally, overall, approximately 23% of current employees currently commute via public transit each weekday - and outreach and support for employees to use transit is being facilitated by SFGH's on-site TDM Manager. SFGH has implemented several key measures to address Transportation Demand. In less than one year: 1) a Transportation Demand Manager was hired, 2)

BAAQMD Transportation Fund for Clean Air

a Transportation Fair was held onsite, 3) a 'next bus' application was created for all MUNI lines that service the SFGH campus, 4) a Transportation Services website was created, 5) a Travel Survey was conducted, 6) transit passes sales were coordinated in the Main Lobby, 7) a monthly newsletter is now distributed, and 8) improvements in bike storage capacity will soon be underway.

As a compliment to the proposed shuttle project, SFGH is also working to increase awareness and enrollment in the CCSF Commuter Benefits program for staff on the SFGH campus via outreach during employee orientation, at Town Hall Rebuild meetings and outreach to managers, within monthly newsletters, and on the Transportation Services website.

Operation and Costs

Given the urgent nature of this project primarily due to the hospital Rebuild (already underway) and this time-sensitive opportunity to promote the alternatives to driving as employee parking spaces are lost, we hope to start this shuttle project (contingent upon grant approval) by January 2010.

The proposed shuttle project will serve SFGH hourly, approximately 8 hours per day (6-10am & 3-7pm), Monday - Friday. The shuttle will pick up riders at Caltrain stations & Transbay terminals & connect with Mission Bay Campus- with a potential future connection to Embarcadero BART Station. The proposed shuttle service will be implemented using a compressed natural gas (CNG) powered model year 2004 or newer vehicle. SFGH will manage and implement the project, and will also serve as the project manager for the Bay Area Air Quality Management District.

Following is a summary of the estimated annual shuttle project operation cost, funds contributed by Mission Bay TMA and the SFGH Rebuild Contractor, and annual and total costs requested in this application to the Transportation Fund for Clean Air.

Annual Shuttle Service Cost:	\$92,736
Less funds provided by Mission Bay TMA:	\$35,000
Less funds provided by the SFGH Rebuild contractor:	\$10,000
Annual Remaining Shuttle Service Cost	\$47,736
TFCA Request, Two Year (\$47,736 * 2):	\$95,472
5% TFCA allowed Admin Cost (two-year):	\$4,773
TOTAL TFCA Request (Two-Year Project Costs, 01/2010 - 01/2012):	\$100,245
TOTAL PROJECT COST (Two-Year Project Costs, 01/2010 - 01/2012)	\$190,245.00

SFGH Shuttle Bus Project

**Shuttle Service from San Francisco General Hospital and Trauma Center (SFGH)
to the Mission Bay Campus, 22nd Caltrain Station, 4th/King Caltrain Station, & the Transbay Terminal
with a possible future connection with the Embarcadero BART Station.**

PART 3

A. Project Description

SFGH, in partnership with the Mission Bay Transportation Management Association (TMA), is seeking funds to provide a shuttle to connect the SFGH and Mission Bay campuses with 22nd Caltrain, 4th/King Caltrain Station, and the Transbay Terminal with a possible future connection with the Embarcadero BART station. Both parties are excited by the collaborative shuttle project's potential to reduce the overall cost in implementing a shuttle project by sharing resources and accountability while maximizing the project effectiveness, and will provide funding to launch the proposed shuttle service. The Mission Bay TMA board fully supports this project and will provide funding up to \$35,000 of the total project cost each year; the SFGH Rebuild project supports up to \$20,000 total for the two-year project.

Following are the exact locations of the shuttle stops:

1. San Francisco General Hospital – 1001 Potrero Avenue, San Francisco CA
2. 22nd/Caltrain Station Stop – 1129 22nd St., San Francisco CA
3. 4th/Caltrain Station Stop – 700 4th St., San Francisco, CA
4. Mission Bay Stop – Mission Rock at China Basin (TBD)
5. Transbay Terminal – Mission Street at 2nd Street

The SFGH Shuttle Bus project will be managed by the SFGH TDM Manager and the shuttle service will be contracted out through a competitive bidding process to a third party that will charge one fixed hourly rate all inclusive of labor, vehicle, fuel and maintenance.

B. Emissions Reduction

The SFGH Shuttle Bus project will reduce the single occupant vehicle trips by providing shuttle connector for regional commuters to SFGH and Mission Bay. We estimate approximately 273 employees commuting each day from the targeted counties would shift their behavior from driving alone to transit - shuttle to SFGH. This estimate is derived from the employee commute survey and supported by the aforementioned current demand for shuttle connections, by the above employee survey responses regarding their increased willingness to commute via public transit if the commute time was lessened and transit more reliable, if the number of transfers were decreased, and if the frequency and availability were addressed. Furthermore, support will likely be garnered by the impending parking shortage at SFGH during the hospital Rebuild, the increasing inconvenience of locating parking, and continued expense for employees who commute to work by driving alone. The proposed shuttle service will address the employee concerns regarding time, reliability and transfers on public transit. If roughly 60% of staff drive alone at least one day a week, Monday through Friday, and half are willing to use transit at least one day a week, we estimate that approximately 273 SFGH employees could potentially use shuttle services to and from SF transit hubs each day – or 546 single occupant vehicle (SOV) trips could be reduced each day.

C. Implementation Area for the project

Following are the exact locations of where the shuttle will make connections in the City and County of San Francisco. This project will directly benefit a Bay Area highly impacted community and will operate in an officially designated Planned or Potential Priority Development Area (PDA).

1. San Francisco General Hospital – 1001 Potrero Avenue, San Francisco CA
2. 22nd/Caltrain Station Stop – 1129 22nd St., San Francisco CA
3. 4th/Caltrain Station Stop – 700 4th St., San Francisco, CA
4. Mission Bay Stop – Mission Rock at China Basin (TBD)
5. Transbay Terminal – Mission Street at 2nd Street

PART 5. CERTIFICATION AND SURVEY

Applicant must read and initial each item below to indicate understanding and agreement:

I understand that this application is for evaluation purposes only and does not guarantee project funding.

Initial: ef

I certify that the proposed project and the emission reductions that would be realized from it are not required by any federal, state or local regulation, judicial order, agreement, memorandum of understanding, contract, mitigation requirement, or other binding obligation that requires the project applicant to implement any portion of the project that would be funded by the Air District under the TFCA program.

Initial: ef

I certify that this application is for equipment/vehicle(s)/engine(s) that have not already been funded, nor are currently under consideration for funding by another air district, the California Air Resources Board (ARB) or by another public agency.

Initial: ef

I certify that to the best of my knowledge, the information contained in this application and in any documentation accompanying this application or submitted in furtherance of this application is true and accurate and I understand that any misstatements or omissions of material facts may disqualify this grant application and any monies awarded based on it.

Initial: ef

I understand and agree that no costs funded by this program can be incurred until after the funding agreement is executed between the equipment owner and the District.

Initial: ef

I certify that I have the legal authority to apply for funding on behalf of the applicant entity and that I am authorized to sign this application on behalf of applicant.

Signed: Christina Foushee Date: Aug 20, 09
(Authorized Representative of Applicant Organization)

Name (Please Print): Christina Foushee

Title: MAN RN SEGH Rebuild Transportation Demand Program
mgr.

Survey Questions:

Was this application easy to follow? Yes No

If not, do you have any recommendations for making it easier to understand?

PART 6A. PROJECT TYPE-SPECIFIC INFORMATION:

SHUTTLE/FEEDER BUS, VANPOOL, AND REGIONAL RIDESHARE PROJECTS

(FOR PUBLIC AGENCIES ONLY)

Section A - Vehicle Trips To Be Reduced by Project: Complete the table to show vehicle trips that will be reduced by the project.

Project Component	# Trips Reduced Per Day (One-Way)	# of Transit Riders That Previously Drove Alone	# Days Per Year	Avg. One-Way Trip Distance (mi.)	Source of Estimate
SHUTTLE SERVICE	273	273	252	16 miles	SURVEY SFGH MTC COMMUTE PROFILE 2005

Section B - New Vehicle Trips (e.g., trips to access transit station or Park & Ride Lot): Complete the table to show new vehicle trips that will be generated by the project, such as new trips to access a transit station or a Park & Ride lot.

If the project has multiple components, provide the data for each project component on a separate line in both Sections A and B.

Project Component	# New Access Trips Per Day (One-Way)	# Days Per Year	Avg. One-Way Trip Distance (mi.)	Source of Estimate
SHUTTLE SERVICE	273	252	1-2 miles	ESTIMATE

Section C: Explain the basis for the data provided in Sections A and B. Cite data sources, explain all assumptions, and show relevant calculations. For established projects, use project-specific data. For pilot projects, use survey data or data from similar existing projects. Attach supporting documentation as appropriate.

1. SFGH SURVEY (OUTLINE IN PROJECT DETAIL)
2. MTC COMMUTE PROFILES 2005

TRANSPORTATION FUND FOR CLEAN AIR FUNDING AGREEMENT

BETWEEN

THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT

AND

SAN FRANCISCO GENERAL HOSPITAL

PROJECT NUMBER: 09R13

This funding agreement "Agreement" is made and entered into between the San Francisco General Hospital (hereinafter referred to as "Project Sponsor") and the Bay Area Air Quality Management District, hereinafter referred to as the "Air District" (and hereinafter referred to jointly as the "Parties").

SECTION I

RECITALS

- 1) California Health and Safety Code Sections 44223 and 44225 authorize the Air District to levy a fee on motor vehicles registered within its jurisdiction and to use those fees to implement mobile source and transportation pollution reduction projects.
- 2) The Air District has established a grant fund, entitled the Transportation Fund for Clean Air ("TFCA") to implement such a program. Under the TFCA's Regional Fund Program, the Air District may issue TFCA funds to public agencies and, for certain vehicle-based projects, to other entities for projects within the Air District's jurisdiction ("Program").
- 3) Health and Safety Code Section 44241 lists the permissible types of projects, all of which must conform to the transportation control measures and mobile source measures that are included in the plan adopted pursuant to California Health and Safety Code Sections 40233, 40717, and 40919 and are in effect as of the date of execution of this Agreement. One permissible type of project is the provision of local feeder bus or shuttle service to rail and ferry stations and to airports.
- 4) On October 7, 2009, the Board of Directors of the Air District approved an award of a TFCA Program grant to the Project Sponsor to implement an eligible mobile source or transportation control project to improve air quality in the San Francisco Bay Area Air Basin based on the Program's eligibility criteria and on information provided in Project Sponsor's application ("Project").
- 5) The Air District and Project Sponsor desire to enter into this Agreement to implement the Project in accordance with the terms and conditions of this Agreement, including all attachments thereto.

NOW, THEREFORE, pursuant to California Health and Safety Code Section 44241, the Parties hereby agree as follows:

SECTION II

PROJECT SPONSOR OBLIGATIONS

- 1) The Project Sponsor hereby agrees to implement the Project, as described more fully in Attachment A, "Project Specific Information," and in Attachment B, "Project Description." Failure to implement the Project in accordance with the terms and conditions set forth in this Agreement and all attachments thereto shall be deemed a breach of this Agreement and may result in termination of the Agreement or a reduction of the award.
- 2) The Project Sponsor shall complete the Project within the Total Project Cost. Allowable Project costs are listed in the TFCFA Line Item Project Budget. Only those allowable Project costs incurred following the earlier of the Effective Date of this Agreement or January 1, 2010, and prior to the completion or termination of the Project are eligible to receive TFCFA funds. Any Project cost overruns are the sole responsibility of the Project Sponsor.
- 3) The Air District's funding obligation under this Agreement is limited to the TFCFA Regional Funds Awarded. The Project Sponsor shall contribute or expend the total amount of Matching Funds prior to submission of the Final Invoice. If the actual total cost of the Project listed in the Final Report submitted and approved by the Air District is less than the Total Project Cost, the Air District reserves the right to reduce the amount of TFCFA Regional Funds Awarded at its sole discretion. The Project Sponsor is responsible for assuring that use of the Matching Funds does not conflict with any federal, state or local requirements for their use.
- 4) If TFCFA Administrative Costs are included in the TFCFA Line Item Project Budget, Project Sponsor shall not use more than five (5) percent of the TFCFA Regional Funds Awarded for allowable costs incurred in the administration of the Project. In the event that the actual Project cost is less than the Total Project Cost, the amount of allowable TFCFA Administrative Costs shall be reduced so as not to exceed five (5) percent of the TFCFA Funds Awarded. Allowable project administrative costs are listed in Appendix C of the "Transportation Fund for Clean Air (TFCFA) Fiscal Year 2009/2010 Regional Fund Application and Guidance."
- 5) The Project Sponsor shall submit invoices on the Air District's Invoice Form for reimbursement of eligible Project costs and expenses consistent with the TFCFA Regional Funds Awarded, Invoice and Payment Schedule, and Project Schedule. Invoices shall include the Air District's summary sheet specifying the Project number, an itemized list of all expenses incurred, and the total funds being requested. The invoice shall also provide supporting documentation such as copies of invoices from vendors, consultants, or contractors with an explanation of the goods or services provided for the Project and copies of time sheets documenting hourly labor costs incurred.

The Air District may withhold funds pending receipt of any report.

The Air District will retain fifteen (15) percent of the TFCFA Regional Funds Awarded against each invoice paid until the Final Report is received and approved by the District. The 15% may be requested by a Project Sponsor in the Final Invoice.

If invoices include TFCFA Administrative Costs, the Project Sponsor must also provide supporting documentation of the costs incurred. Such documentation shall include the dates such costs were incurred, the job titles and hourly pay rates of employees performing eligible project

administrative tasks, tasks performed by those employees, the number of hours spent performing such tasks, and the total charges.

- 6) The Project Sponsor must submit the Final Invoice for payment no later than thirty (30) days after the deadline to submit the Final Report, the requirements and deadline for which are set forth in Attachment C. The Air District will not process the Final Invoice submitted by the Project Sponsor until the Air District accepts the Final Report.
- 7) The Project Sponsor shall allow Air District staff or its authorized representatives, for the duration of the Project and for three (3) years following the later of a) the Air District's payment of the approved Final Invoice after submission and acceptance of the Final Report or b) the end of the Project Useful Life to inspect and audit the Project. During audits, the Project Sponsor shall make available to the Air District all records relating to Project performance and expenses incurred in the implementation of the Project. During inspections the Project Sponsor shall provide, at the request of the Air District, access to inspect the Project and information regarding the Project's status.
- 8) The Project Sponsor shall prepare and maintain all necessary Project records to document Project activities and performance, including documentation to support the Project reporting requirements, set forth in Attachment C. The Project Sponsor shall keep Project records in one central location for a period of three (3) years after the later of a) the Air District's payment of the approved invoice after submission and acceptance of the Final Report, or b) the end of the Project Useful Life. The Project Sponsor shall submit the following reports to the Air District by the due dates specified in Attachment C:
 - a. Semi-annual Report, and
 - b. Final Report.
- 9) The Project Sponsor shall monitor the operational status of the Project for the Project Useful Life. The Project Sponsor shall notify the Air District in writing of any change in operational status of any portion of the Project within thirty (30) calendar days of its occurrence. For purposes of this Agreement, a "change in operational status" occurs whenever any portion of the Project is removed from active service, relocated outside the boundaries of the Air District, inoperable, sold, or transferred to another entity, before full completion of the Project Useful Life. Failure to provide the required written notice of a change in operational status on a timely basis is a breach of this Agreement.

If the Project Sponsor seeks to transfer any Project equipment to another location within the Air District's jurisdiction, the Project Sponsor may seek a modification of this Agreement in advance to allow for such transfer. The Project Sponsor may not transfer the equipment without the prior approval of the Air District. Failure to obtain prior approval is a breach of this Agreement.
- 10) Reserved.
- 11) The Project Sponsor shall acknowledge the Air District as a Project funding source during the Project Useful Life. The Project Sponsor shall use, and require third parties who implement the Project to use, the Air District's approved logo for the Project, as specified below:
 - a. The logo shall be used on signs posted at the site of any Project construction;
 - b. The logo shall be displayed on any vehicles or equipment operated or obtained as part of the Project;

- c. The logo shall be used on any public information materials relating to the Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps, and other promotional materials; and
 - d. The Project Sponsor shall demonstrate to the Air District through evidence such as photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 12) The Project Sponsor shall obtain and maintain throughout the Term of this Agreement the insurance coverage specified in Attachment D, "Insurance Requirements," and shall comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
 - 13) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (Government Code section 6250 et seq.), the Project Sponsor shall place in the public domain any software, written document, or other product developed with TFCA funds as part of the Project and shall require recipients of Project funds, if any, to do the same.
 - 14) The Project Sponsor shall use TFCA Regional Funds Awarded only for the implementation of a project that results in surplus motor vehicle emission reductions within the Air District's jurisdiction. Surplus emission reductions are those that exceed the requirements of applicable regulations or other legal obligations (including contracts) as of the Effective Date of this Agreement.
 - 15) The Project Sponsor shall comply with all Program requirements set forth in the Air District's "Board Adopted TFCA Regional Fund Policies for FY 2009/2010," which are incorporated therein as Appendix A, and made a part of the "Transportation Fund for Clean Air (TFCA) Fiscal Year 2009/2010 Regional Fund Grant Application and Guidance," dated July 2009, and which are incorporated herein and made a part hereof by this reference as if fully set forth herein.

SECTION III

AIR DISTRICT OBLIGATIONS

- 1) The Air District will provide eligible TFCA funds for this Project in an amount not to exceed the TFCA Regional Funds Awarded.
- 2) The Air District will endeavor to pay the undisputed amount of an approved invoice within thirty (30) calendar days of the Air District's receipt of such invoice.
- 3) The Air District will provide timely notice to the Project Sponsor prior to conducting an audit.
- 4) The Air District will provide the Project Sponsor a copy of the fiscal and performance audits of the Project as specified in California Health and Safety Code Section 44242.
- 5) The Air District will provide the Project Sponsor all Air District-approved Regional Fund reporting and invoice forms.
- 6) The Air District will make its logo available to Project Sponsors.

SECTION IV

GENERAL PROVISIONS

- 1) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes this Agreement.
- 2) **Term:** The term of this Agreement shall be from the Effective Date of this Agreement until the end of three (3) years from the later of either 1) the date of the Air District's payment after acceptance of the Final Report, or 2) the last day of the Project Useful Life, unless this Agreement is terminated or amended as provided below, or the Term is extended pursuant to Special Conditions, Attachment A.
- 3) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in Project scope shall constitute an Amendment under this Agreement.
- 4) **Project Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the Project Sponsor shall notify the Air District of the Project Sponsor's Project Liaison and of the Liaison's address, telephone number, fax number, and email address. The Project Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the day-to-day contact about the Project. All correspondence shall be addressed to the Project Liaison. The Project Liaison shall notify the Air District of a change of Project Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of the change.
- 5) **Notices:** Any notice that may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service first class mail, or by certified mail (return receipt requested). Within thirty (30) days from the Effective Date of this Agreement, the Parties shall inform the other Party of the addressee for notice. Each Party shall promptly inform the other of any changes for notice. All correspondence shall reference the Project Number.
- 6) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both Parties' respective successors and assigns. Such terms include the requirements set forth in Sections II.7, II.8, II.9, II.10 and II.11.
- 7) **Termination:**
 - A. **Voluntary.** Either Party may terminate this Agreement by giving written notice to the other Party. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of receipt of such notice. Notice shall be delivered as provided for in Section IV.5 above. If the Project Sponsor terminates this Agreement, the Project Sponsor shall not be entitled to the full amount of the TFCA Regional Funds Awarded. The Project Sponsor may retain or receive payment for that portion of the TFCA Funds to which they are entitled.

Unless the Parties have agreed to an alternative reimbursement formula, which is set forth in the Special Conditions, the Air District will calculate the amount of funds to which the Project Sponsor is eligible by a) dividing the amount of the TFCA Regional Funds Awarded by the number of months of the Project Useful Life, and then, b) multiplying that amount by the number of full months of operation completed at the time the Agreement is terminated. If

the Air District has paid the Project Sponsor more than the amount of funds to which the Project Sponsor is eligible, the Project Sponsor shall pay the funds owed to the Air District within thirty (30) days of the effective date of termination.

If the Air District terminates this Agreement pursuant to this provision, the Project Sponsor shall cease all work under this Agreement immediately and shall cease further expenditures of TFCA funds immediately upon receipt of the notice of termination, except for any work that the Air District has permitted in the notice of termination to continue. The Air District will reimburse Project Sponsor for eligible costs on the Project expended up to the effective date of the termination.

- B. Breach. The Air District may terminate this Agreement for breach. The Air District will deliver a written notice of breach that specifies the date of termination, which will be no less than ten (10) business days from delivery of such notice, and will provide the Project Sponsor the opportunity to contest or cure such breach within that period of time. The notice of termination will specify the amount of the TFCA Regional Funds Awarded that the Air District has paid. The Project Sponsor shall reimburse any funds owed the Air District within thirty (30) days of the effective date of termination.

Unless this Agreement provides for an alternative reimbursement formula set forth in Special Conditions, listed in Attachment A, the Air District will calculate the amount of funds owed based on each month of the Project Useful Life that Project Sponsor operated the Project prior to the breach. For example, if the Air District determines that the Project Sponsor breached this Agreement during the seventh month of operation of the Project that has a two-year Project Useful Life, the Air District will reimburse the Project Sponsor up to the amount of the TFCA Regional Funds Awarded that represents six months of operations.

C. Reserved.

- 8) Additional Provisions and Additional Acts and Documents: Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 9) Indemnification: The Project Sponsor shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Project Sponsor of its duties under this Agreement, and shall require any third party who owns, operates, controls or implements any portion of the Project to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the Project or operation or use of any portion of the Project. The Project Sponsor's indemnification and its obligation to have applicable third parties indemnify the Air District shall survive expiration or termination of this Agreement.
- 10) Independent Contractor: Neither the Project Sponsor nor its officers, employees, agents, or representatives shall be considered employees or agents of the Air District. This Section does not

apply to elected officials serving concurrently on the governing boards of both the Project Sponsor and the Air District.

- 11) **Assignment:** Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement to a third party without the prior written consent of the other Party. All of the terms, provisions and conditions of this Agreement will be binding upon and inure to the benefit of the Parties and their respective successors, assigns and legal representatives.
- 12) **Waiver:** No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 13) **Severability:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected.
- 14) **Force Majeure:** Neither the Air District nor the Project Sponsor shall be liable for, or deemed to be in default for, any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the Project, or other causes, except financial, that are beyond the reasonable control of the Air District or the Project Sponsor, for a period of time equal to the period of such force majeure event, provided that the Party failing to perform notifies the other Party within fifteen (15) calendar days of discovery of the force majeure event, and provided further that that Party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to a Party's own action or inaction, then such cause shall not excuse that Party from performance under this Agreement.
- 15) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 16) **Public Entities - Conflict of Interest:** The Project Sponsor warrants and represents that its public officials, including its officers and employees in their official capacity, presently have no interest and agrees that its public officials, including its officers and employees in their official capacity, will not acquire any interest which would represent a conflict of interest under California Government Code sections 1090 et seq. and 87100 et seq. during the performance of this Agreement.

- 17) Integration: This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Project Sponsor related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized officers.

SIGNATURES:

by: _____
Mitchell Katz, MD
Director of Public Health
San Francisco General Hospital

by: _____ Date: _____
Jack P. Broadbent
Executive Officer/APCO
Bay Area Air Quality Management District

Approved as to legal form:

by: _____
Legal Counsel
San Francisco General Hospital

by: _____
Brian C. Bungler
District Counsel
Bay Area Air Quality Management District

