



METROPOLITAN  
TRANSPORTATION  
COMMISSION

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April 20, 2012

*Adrienne J. Tissier, Chair*  
San Mateo County

*Amy Rein Worth, Vice Chair*  
Cities of Contra Costa County

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U.S. Department of Housing  
and Urban Development

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U.S. Department of Transportation

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Solano County and Cities

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San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Policy

*Andrew B. Frenier*  
Deputy Executive Director, Operations

Daniel Schwarz  
City Manager  
400 Magnolia Avenue  
Larkspur, CA 94939

RE: Funding Agreement

Dear Mr. Schwarz:

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

It is agreed that the City of Larkspur (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.

Therese Trivedi (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 Jackie Reinhart (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 Project 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 Project Manager. RECIPIENT shall deliver or mail invoices to MTC, as follows:

Accounting Department  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700

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 four hundred eighty thousand dollars (\$480,000).

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, Attachment D, Fair Employment Practices Addendum, and Attachment E, Nondiscrimination Assurances, 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 April 20, 2012, and be completed by January 31, 2014, unless MTC terminates this agreement earlier as provided in Article 3, Termination, of Attachment C.

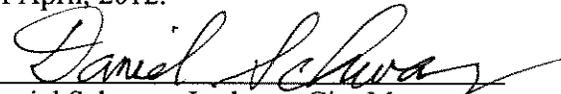
If you agree, please sign both copies of this letter in the space provided below and return one to us. The other copy is for your files.

Very truly yours,



Steve Heminger  
Executive Director

Accepted and Agreed to this 25 day  
Of April, 2012.



Daniel Schwarz, Larkspur City Manager

## ATTACHMENT A

### SCOPE OF WORK

#### LARKSPUR SMART STATION AREA PLAN

RECIPIENT (City of Larkspur), with professional consulting assistance (Consultant Team), shall develop a SMART Station Area Plan and Station Area Plan Program Environmental Impact Report. The project study area shall encompass two geographic areas of the City, known as the Larkspur Landing/Greenbrae Area (Sub-Areas 1a and 1b, respectively) and the Redwood Highway Area (Sub-Area 2).

(1) *Larkspur Landing (Sub-Area 1a)/Greenbrae Area (Sub-Area 1b)*. The Larkspur Landing/Greenbrae Area is the ½ mile radius around the Larkspur SMART Station Area, north of Corte Madera Creek and not including lands in the City of San Rafael (over the ridgeline). The area extends over most of the southwestern quadrant of the San Quentin Peninsula. The main ridgeline of the Peninsula generally forms the northern perimeter and a tree-covered sub-ridge forms the eastern border. The area east of Highway 101 is roughly bowl-shaped, a form emphasized by the remaining slopes of the former Hutchinson Rock Quarry. Sir Francis Drake Boulevard/East Sir Francis Drake Boulevard is the major east-west thoroughfare through the area traversing east from I-580 and the Richmond-San Rafael Bridge to west Marin.

Highway 101 and the SMART right-of-way transect north/south through the middle of the Larkspur Landing/Greenbrae Area. The area to the west of Highway 101 (Greenbrae Area, Sub-Area 1b) includes a portion of the Bon Air Shopping Center, the Drakes Landing Office and townhouse development, and approximately a quarter of the Greenbrae Hills Subdivision (with the western boundary of the Station Area generally located about Corte Ramon and Via La Paz roads). The area to the east of Highway 101 (Larkspur Landing Area, Sub-Area 1a) includes the Marin Country Mart shopping center, three multi-family housing developments, several office complexes, the Larkspur Ferry Terminal, the Marin Airporter, several commercial businesses, a hotel, a historic landmark (the Remillard Brick Kiln), and a vacant 10.67 acre parcel owned by the Ross Valley Sanitary District. The eastern boundary of the Station Area is generally located at Drake's Cove Way in the Drake's Cove single-family residential development.

In this Scope of Work, the Larkspur Landing Area is referred to as Sub-Area 1a. The Greenbrae Area is referred to as Sub-Area 1b. The Greenbrae Area is substantially developed and not proposed to be included in the market analysis.

(2) *Redwood Highway Area (Sub-Area 2)*. The Redwood Highway Area is located south of Corte Madera Creek and the Larkspur Landing/Greenbrae Area. This area includes lands within the ½-mile radius of the Station as well as lands further south to Wornum Drive, which is just over one mile south of the proposed SMART Station. The area is bounded by the Creek to the north, Highway 101 and the Greenbrae interchange to the west, Wornum Drive to the south, and the Shorebird and Corte Madera Marshes to the southeast and east. The Town of Corte Madera abuts this area on both the south and east boundaries (primarily marsh areas) and the County of Marin abuts the area on the east and north (the Greenbrae Boardwalk).

It is noted that the Highway 101 Greenbrae/Twin Cities Corridor Improvement Project conducted by the Transportation Authority of Marin (TAM) and Caltrans includes connectivity plans between the north and south sides of the Creek for bicyclists and pedestrians as well as vehicular traffic. This study will be utilized and referenced, as needed, to support planning in the Station Area.

The tasks required for the preparation of the Area Plan shall include:

1. A community involvement strategy;
2. A market demand analysis of Sub-Areas 1a and 2;
3. A study of existing uses together with the development of two to three alternative land use scenarios including an analysis of the impacts of the alternatives, the feasibility of implementing each scenario, and a recommendation on a preferred scenario;
4. An affordable housing and anti-displacement strategy;
5. A station connectivity plan;
6. A study of and inclusion of accessible (ADA design) and pedestrian-friendly design standards;
7. Existing and projected parking analyses; and
8. An infrastructure and implementation plan.

### **Primary Objectives**

The primary objectives to be accomplished through the Larkspur SMART Station Area Plan process are:

- Extensive community participation and input on the development of the Plan.
- A market demand analysis that can guide the study of the land use alternatives toward a realistic development scenario.
- Through the study of alternatives, establishment of a land use plan and policy framework that will guide development and redevelopment within the area towards land uses that will support transit ridership and meet the City's regional housing needs particularly relative to affordable housing.
- A development scenario that takes into account existing 100-year flood zones and potential sea level rise by providing realistic mitigation and adaptation measures.
- Development of urban design guidelines that promote walkable, livable, and accessible environments within the two areas with a primary objective of providing safe and comfortable connections for pedestrians, bicyclists, and the disabled within the two sub-areas and to and between the major transit nodes (SMART station, Marin Airporter, Larkspur Ferry Terminal, and commuter bus stops).
- Identification of infrastructure needs to support existing and future development.
- Preparation of an Implementation Plan to carry out the development and design scenarios developed.
- Preparation of a Program Environmental Impact Report (EIR) to facilitate policy and regulatory changes, capital improvement programs, and private development proposal

## Work Tasks and Deliverables

### TASK 1A: START UP

RECIPIENT shall process contract agreements with the other funding agencies, prepare and distribute a request for proposals, select a Consultant Team, and establish a Citizen Advisory Committee (CAC) and a Technical Advisory Committee (TAC).

#### Citizen Advisory Committee

The City currently has a 21 member General Plan Update/Station Area Plan Citizen Advisory Committee (CAC). CAC members represent a wide range of community interests, including residential neighborhood and commercial interest representatives of the three Station Area sub-areas. The CAC was originally formed in June 2010 to provide direction during the City's General Plan update process, to which the Station Area plan process has been appended. The CAC studied two of the Station Area Sub-Areas as part of the initial General Plan update process: the Larkspur Landing area (Sub-Area 1a) and the Redwood Highway area (Sub-Area 2).

The RECIPIENT shall conduct special outreach to ensure that major property owners are informed of the Station Area Plan and encouraged to participate in the process. Residents of the Greenbrae Boardwalk (an unincorporated community bordering Sub-Area 2 on the north; in the Town of Corte Madera's Sphere of Influence) will be included in the process through public notifications and meetings.

It is noted that property and business owners in Sub-Areas 1a and 1b may not be as interested in participating in meetings for studying Sub-Area 2 south of the Creek and vice-versa. Further, the mobile home park owners/residents and industrial property and business owners in Sub-Area 2 may not have interest in attending meetings for Sub-Areas 1a and 1b. To accommodate this diversion of interests, meeting agendas shall be phased or sequenced to allow interested persons to choose to attend the meetings for both the areas or for just their primary area of interest.

The RECIPIENT shall provide the management for the CAC including preparation of agendas, minutes, and materials, and additional public workshops to provide opportunities for the public to discuss openly and participate in the formulation and selection of the preferred scenario. The Consultant Team shall assist in the preparation and presentation of materials at major workshops. The CAC meetings and public workshops shall be designed to build upon the previous activities and discussions for the General Plan CAC and to accomplish the following:

- An understanding of existing conditions including the opportunities and constraints.
- Educate the public about the objectives of the Plan, the process of preparing the Plan, the opportunities for public input throughout the development of the Plan, and the California Environmental Quality Act and the Program EIR process.
- Identify appropriate alternative land use scenarios that shall be evaluated in the EIR.

In addition to the CAC meetings and public workshops, the RECIPIENT shall conduct public outreach via the City's website, which has a page dedicated to the SMART Station Area Plan. Further, the City has published and mailed a General Plan Update newsletter to all Larkspur

residents and businesses. A similar newsletter is planned for summer 2012 and shall include information regarding the Station Area Plan project and opportunities for public involvement. The RECIPIENT has established an electronic notification system to distribute information and notifications about the SMART Station Area Plan process for which interested persons may sign up on the City's website. Mailings will be included as necessary to insure adequate public notification.

*Project Steering Committee and Technical Advisory Committee*

The Station Area Plan project involves five funding agencies in addition to the PRIMARY FUNDER, Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC): the City of Larkspur; the Transportation Authority of Marin (TAM); the County of Marin; the Sonoma-Marin Area Rail Transit District (SMART); and the Golden Gate Bridge Highway and Transportation District (GGBHTD). A representative from each of these agencies shall comprise the Project Steering Committee (PSC), which shall meet periodically to track progress, review draft documents, and provide direction and recommendations on project tasks.

RECIPIENT shall form a Technical Advisory Committee (TAC), which shall meet periodically to monitor progress and provide technical expertise. The TAC shall be comprised of a representative from each of the following:

- City department representatives (Planning and Public Works, with Recreation as needed);
- Representatives from the funding agencies: ABAG, MTC, TAM, County of Marin, SMART, and GGBHTD; and,
- Agencies with jurisdiction within the Plan Area shall also be invited to participate and will be notified of important steps in the Station Area Plan process: San Francisco Bay Conservation and Development Commission (BCDC), Bay Area Air Quality Management District (BAAQMD), U.S. Fish and Wildlife Service (FWS), U.S. Army Corps of Engineers (USACE), California Department of Fish and Game (DFG), Marin County Flood Control District, Marin Transit District, and Caltrans.

The TAC shall collaborate with the public, City staff, and the Consultant Team in fulfilling the objectives of the Station Area Plan.

The RECIPIENT and Consultant Team shall be responsible for consulting, as needed, with the Marin Municipal Water District, the Ross Valley Sanitary District, PG&E and telecommunications providers to address infrastructure needs of identified development scenarios and any impacts on the electrical substation located in the Redwood Highway Area.

**TASK 1B: ANALYSIS OF EXISTING CONDITIONS**

The RECIPIENT with primary assistance of the Consultant Team shall assess and synthesize existing physical and regulatory conditions affecting the project area. Information to be considered in the assessment includes:

- Existing physical conditions and demographics;

- Existing land uses and circulation including vehicular and bicycle and pedestrian paths;
- Existing parking inventory;
- Environmental constraints including air quality impact thresholds, flood zones, and potential sea level rise;
- Available traffic data;
- Regulatory and policy documents such as the City's General Plan, Design Guidelines, Zoning Code, Planned Development District Ordinances, and Bicycle and Pedestrian Master Plan;
- Policies and planning programs of TAM and public transit agencies;
- Objectives identified in previous planning and design studies, including recent findings of the General Plan Update CAC;
- Development projects being planned or pending approval/construction; and
- Planned public improvement projects.

Consultant Team shall prepare Existing Condition graphic(s) of the project area depicting streets, buildings, parking areas, bike paths and trails. RECIPIENT and Consultant Team shall assemble the existing conditions data and related mapping into an Existing Conditions Report.

After the existing conditions analysis and graphics have been completed, RECIPIENT, with assistance of Consultant Team, shall conduct Public Workshop #1 hosted by the CAC and with input from the TAC. Public Workshop #1 shall serve as a forum for RECIPIENT and Consultant Team to:

- Educate the public on concepts of transit oriented development;
- Provide an overview of the Station Area Plan Project and environmental review processes;
- Present findings from the existing conditions analysis; and
- Solicit community input on perceived assets, issues, goals and objectives.

**TASK 1 DELIVERABLES:**

*Deliverable 1a: Rosters of the Project Steering Committee, Technical Advisory Committee and Citizen Advisory Committee.*

*Deliverable 1b: Existing Conditions Report, including graphic(s).*

*Deliverable 1c: Public Workshop #1 Meeting Summary.*

**TASK 2: PREPARATION OF MARKET ANALYSIS**

The Consultant Team shall prepare an analysis of the market demand for both Sub-Area 1a and Sub-Area 2. The analysis shall look at the future market demand for high density housing (at all levels of affordability), and retail and commercial uses within the plan time horizon. The

analysis shall also evaluate industrial and other market demand for Sub-Area 2, given the findings of the Existing Conditions Report.

**TASK 2 DELIVERABLES:**

*Deliverable 2: Market Demand Analysis*

**TASK 3: PREPARATION OF LAND USE ALTERNATIVE SCENARIOS INCLUDING AFFORDABLE HOUSING STRATEGY, CIRCULATION, STATION CONNECTIVITY, AND PARKING ANALYSIS**

The Consultant Team, working with RECIPIENT, shall prepare up to three (3) land use and circulation alternatives for the plan time horizon examining different future land use and circulation scenarios for the project area, with an emphasis on the Sub-Area 1a and Sub-Area 2. The alternative scenarios shall be based on data and information developed through Tasks 1 and 2. Components to be addressed in each alternative shall include:

- Opportunities for land use intensification;
- Distribution, type and intensity of development;
- Quantification of increase in housing units (by type and affordability), and employment;
- Strategies to meet affordable housing needs and preserve neighborhood affordability;
- Multi-modal access and circulation in the project area, including an estimate of how many transit riders will walk or bike to the station;
- Development potential of identified opportunity sites;
- Analysis of traffic impacts and transit ridership projections; and
- Identification of changes required to the Planned Development Districts.

The Consultant Team shall, based on the foregoing, prepare a Land Use and Circulation Alternatives Analysis Report. The Consultant Team shall also produce a parking demand analysis for the Sub-Area 1a and Sub-Area 2 and establish Transportation Oriented Development (TOD) parking ratios for residential and non-residential development for both the Sub-Areas. The analysis shall address:

- Anticipated residential parking demand;
- Anticipated employment, commercial, and private and public transit parking demand;
- Potential for shared parking in project area;
- Potential for priced parking in project area;
- Feasibility of establishing parking maximum ratios; and
- Parking management strategies.

RECIPIENT with assistance of the Consultant Team shall present the land use and circulation alternative scenarios and the parking demand analysis at Public Workshop #2, hosted by the

CAC and with input from the TAC, for public review and input. Public Workshop #2 shall provide a forum for the RECIPIENT and Consultant Team to discuss the alternatives and illustrate how issues and considerations raised during Public Workshop #1 are, or could be, addressed in each scenario. Utilizing interactive planning techniques, such as design charrettes, RECIPIENT, Consultant Team, and the CAC shall lead meeting attendees in an exercise to identify community priorities and preferences. This process 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.

Based on the input received at Public Workshop #2, the RECIPIENT and Consultant Team shall develop/refine a preferred land use and circulation scenario for the Larkspur SMART Station Area Plan.

**TASK 3 DELIVERABLES:**

*Deliverable 3a: Land Use Alternatives Analysis Report, including large-format display graphic and electronic copy of each alternative*

*Deliverable 3b: Parking Demand Analysis (including TOD parking ratios) Report*

*Deliverable 3c: Public Workshop #2 Meeting Summary*

*Deliverable 3d: Large-format display graphic and electronic copy of preferred alternative*

**TASK 4: DEVELOPMENT OF URBAN DESIGN STANDARDS INCLUDING ACCESSIBILITY AND PEDESTRIAN PLAN**

Consultant Team, working with RECIPIENT, shall develop Urban Design Standards that integrate transit-oriented design principals and concepts with the preferred land use and circulation plan. The following elements shall be included in the Urban Design Standards:

- General Urban Design/Public Realm concepts, goals and strategies;
- Building form and orientation;
- Street /Station Access design (ADA, landscape, pedestrian/bicycle pathways and crossings; accessible paths of travel between the stations and surrounding areas and housing units in vicinity of the station; proposed new housing shall have at least 10% of any proposed townhomes habitable by persons with disabilities);
- Streetscape furniture palette;
- Gateway and typical signage;
- Special treatments/accents at station site, bus stops, walkways, and other points of interest.

RECIPIENT with Consultant Team assistance shall conduct Public Workshop #3 during the development of the Urban Design Standards to seek public input. Changes required to the Planned Development Districts for plan implementation shall be identified and summarized.

**TASK 4 DELIVERABLES:**

*Deliverable 4a: Urban Design Standards, including an Appendix of Changes Required to the Planned Development Districts for Implementation*

*Deliverable 4b: Public Workshop #3 Meeting Summary*

**TASK 5: PREPARATION OF INFRASTRUCTURE & IMPLEMENTATION PLAN**

Consultant Team shall prepare an infrastructure needs analysis for Sub-Area 1a and Sub-Area 2 based upon data and information developed through previous tasks. The purpose of the analysis shall be to determine at a preliminary engineering (planning) level the infrastructure necessary to support the land uses and improvements identified in the above tasks. At a minimum, the study shall analyze the following infrastructure needs and related engineering issues:

- Storm drainage;
- Sanitary sewer;
- Water systems, including fire flows;
- Street improvements, including lights and frontage improvements;
- Public facilities, including station platform and parking facilities;
- Parks and open space;
- Electricity service;
- Natural gas service;
- Telecommunications – broadband and wireless infrastructure.

The infrastructure needs analysis shall include level of magnitude cost estimates, phasing recommendations for improvements broken down by system, geography or phased capacity improvements, and recommended funding strategies. Consultant Team shall prepare a large format display graphic illustrating needed improvements and recommended phasing. The infrastructure needs analysis shall be incorporated into the implementation element of the Station Area Plan (see Task 6 below).

**TASK 5 DELIVERABLES:**

*Deliverable 5: Infrastructure Needs Analysis Technical Report, including large-format display and electronic format graphics illustrating needed improvements and recommended phasing.*

**TASK 6: PREPARATION OF DRAFT LARKSPUR SMART STATION AREA PLAN**

RECIPIENT and Consultant Team shall develop a draft Larkspur SMART Station Area Plan for public review. The Station Area Plan shall serve as the City's comprehensive land use and implementation plan to guide development within the project area. The Plan shall include the following elements:

- Planning Process - Addresses the planning process and the role the public and public agencies played in creating the plan.
- Policy Framework – Addresses the Plan’s goals, objectives and policies for creating and sustaining a transit-supportive environment in the project area.
- Land Use – Addresses the anticipated increase in housing units (by type and affordability, including an affordable housing strategy) and jobs, and the proposed mix of other uses within the project area.
- Station Access and Connectivity - Addresses pedestrian, transit, auto, and bicycle access to the station and circulation through the project area. Addresses projected motorized traffic impacts and estimates the number of transit riders from within the study area accessing the transit station by non-motorized modes. Identifies parking demand and parking management strategies. Accessible design to meet the needs of persons with disabilities and the elderly shall be a specific component of this element.
- Urban Design Standards - Incorporates public and private design policies and standards that encourage pedestrian and bicycle-friendly design and promote walkability and livability of the project area. Establishes TOD parking ratios.
- Infrastructure – Identifies infrastructure improvements, as feasible, needed to support implementation of the Plan, including seasonal flooding/sea level rise mitigation and adaptation strategies.
- Implementation – Identifies regulatory/policy changes needed to implement the Plan (including General Plan, Zoning Ordinance, Precise Development Plans, and Design Guidelines); responsible City departments; improvement phasing and funding solutions for the paths of travel; anticipated traffic and parking improvements; street improvements; utilities; and flooding/sea level rise mitigation and feasible adaptation strategies. This element shall also include a list of measurable actions for implementing the Plan, a timeline for Plan implementation, and identification of near- and long-term priorities.

RECIPIENT and Consultant Team shall conduct Public Workshop #4 following preparation of the draft Station Area Plan to receive comments and input from the public.

**TASK 6 DELIVERABLES:**

*Deliverable 6a: Draft Larkspur Smart Station Area Plan*

*Deliverable 6b: Public Workshop #4 Meeting Summary*

**TASK 7: PREPARATION OF A PROGRAM ENVIRONMENTAL IMPACT REPORT**

Consultant Team shall prepare a Program Environmental Impact Report (EIR) in compliance with the provisions of the California Environmental Quality Act (CEQA). RECIPIENT and Consultant Team shall prepare responses to comments received during the public review period and public hearings, any associated Mitigation Monitoring 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 shall evaluate the project's consistency with adopted City plans and policies.
- Transportation and Circulation – The EIR shall include a traffic study analyzing the project's traffic and circulation impacts, including impacts on existing and proposed bikeways, transit systems (bus, ferry, and commuter rail), and pedestrian circulation.
- Air Quality - The EIR shall address the project's impact on air quality as well as localized carbon monoxide impacts utilizing the appropriate air quality modeling tools. The analysis shall address both long-term (operational, including vehicular emissions) and short-term (construction level) impacts.
- Greenhouse Gas Emissions – The EIR shall address the project's long-term (operational) and short-term (construction) greenhouse gas emissions.
- Noise/Vibration - The EIR shall 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 (build-out of proposed land uses and operation of commuter rail service).
- Biological Resources - The EIR shall analyze the project's short-term (construction) and long-term (operational) impacts on biological resources including any special status species.
- Toxics – The EIR shall evaluate sites in the project area that are potentially contaminated. Impacts shall be identified and analyzed. Mitigation measures shall be developed to ensure that proposed development can occur in the project area.
- Hydrology/Drainage/Water Quality/Sanitary Sewer System – The EIR shall analyze and address the project's short-term (construction) and long-term (operational) impacts to hydrology, drainage, the sewer system, and water quality in the project study area. It shall also address the impacts from potential flooding due to sea level rise.
- Public Services – The EIR shall evaluate the potential impacts to public services such as schools, solid waste, police, fire and utilities.
- Archaeological/Historical Resources – The EIR shall evaluate potential impacts to archaeological and historical resources in the project study area. Mitigation measures shall be identified to reduce potential impacts.
- Growth Inducing and Cumulative Impacts – The EIR shall address growth inducing and cumulative impacts of the project. The EIR shall discuss cumulative impacts when the project's incremental effect is considered cumulatively considerable.
- Project Alternatives – The EIR shall describe a range of reasonable alternatives for the project. The EIR shall evaluate the comparative merits of the alternatives, including the “No Project” alternative.
- Mitigation Monitoring Plan – A Mitigation Monitoring Plan shall be developed for planned build-out of the Area Plan.

**TASK 7 DELIVERABLES:**

*Deliverable 7: Draft Environmental Impact Report and Mitigation Monitoring Plan*

**TASK 8: ADOPTION OF LARKSPUR SMART STATION AREA PLAN AND EIR  
CERTIFICATION**

8.1: Planning Commission Hearings on Program EIR and the Draft Station Area Plan; General Plan, Zoning and Design Guideline Amendments.

RECIPIENT and Consultant Team shall present the Program EIR, Draft Station Area Plan, related actions, and Final EIR at public hearings before the Planning Commission.

8.2: City Council Hearings on Final EIR and the Draft Station Area Plan; General Plan, Zoning and Design Guideline Amendments.

RECIPIENT and Consultant Team shall present the Final EIR and Planning Commission-recommended Station Area Plan and related actions at hearings before the City Council for certification and adoption.

8.3: Prepare final versions of adopted Area Plan; General Plan, Zoning and Design Guideline Amendments; and Certified Environmental Impact Report.

RECIPIENT and Consultant Team shall make any final revisions or modifications to the Station Area Plan, General Plan and Zoning Amendments and Final EIR. Consultant Team shall prepare a camera-ready copy and coordinate printing of all final documents, and provide one electronic copy to RECIPIENT. RECIPIENT shall provide MTC with four color-copies and one electronic copy of the adopted Station Area Plan.

**TASK 8 DELIVERABLES:**

*Deliverable 8a: Final Environmental Impact Report as adopted and certified by City Council*

*Deliverable 8b: Final Larkspur Smart Station Area Plan*

*Deliverable 8c: Final General Plan, Zoning, and Design Guideline amendments*

**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:

<b>Task</b>	<b>Deliverables</b>	<b>MTC Contribution</b>	<b>RECIPIENT &amp; Others' Match</b>	<b>Total Cost</b>	<b>Completion Date</b>
1	1a. Rosters of the Project Steering Committee, Technical Advisory Committee, and Citizen Advisory Committee 1b. Existing Conditions Report 1c. Public Workshop #1 meeting summary	\$96,000.00	\$24,000.00	\$120,000.00	1-Aug-12
2	2. Market Demand Analysis	\$18,400.00	\$4,600.00	\$23,000.00	1-Aug-12
3	3a. Land Use Alternatives Analysis Report 3b. Parking Demand Analysis Report 3c. Public Workshop #2 meeting summary 3d. Large-format display graphic and electronic copy of preferred alternative	\$108,000.00	\$27,000.00	\$135,000.00	1-Dec-12
4	4a. Urban Design Standards 4b. Public Workshop #3 meeting summary	\$25,600.00	\$6,400.00	\$32,000.00	15-Jan-13
5	5. Infrastructure Needs Analysis Technical Report	\$33,600.00	\$8,400.00	\$42,000.00	15-Jan-13
6	6a. Draft Larkspur Smart Station Area Plan 6b. Public Workshop #4 meeting summary	\$53,600.00	\$13,400.00	\$67,000.00	1-June-13
7	7. Draft Environmental Impact Report and Mitigation Monitoring Plan	\$120,000.00	\$30,000.00	\$150,000.00	1-May-13
8	8a. Final Environmental Impact Report adopted and certified by City Council 8b. Final Larkspur SMART Station Area Plan 8c. Final General Plan, Zoning, and Design Guideline amendments	\$24,800.00	\$6,200.00	\$31,000.00	15-Jan-14
	<b>TOTAL</b>	<b>\$480,000.00</b>	<b>\$120,000.00</b>	<b>\$600,000.00</b>	
	Tasks 1, 3 & 5 include work on the Program EIR.				

## 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"). Shall DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC shall 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 shall 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 shall 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 establish and maintain an accounting system confirming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

RECIPIENT further 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 shall 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, the State, 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.

RECIPIENT contractors shall agree to comply with all 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. 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 4321 *et seq.* and the applicable regulations thereunder.

18. IDENTIFICATION OF DOCUMENTS

RECIPIENT shall 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 shall 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."

19. TRAVEL AND SUBSISTENCE COSTS

Reimbursement of RECIPIENT travel expenses and per diem rates are not to exceed the rate specified by the State of California Department of Personnel Administration for similar employees (i.e. non-representative employees)

20. 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.

**ATTACHMENT D**  
**FAIR EMPLOYMENT PRACTICES ADDENDUM**

1. In the performance of this Agreement, RECIPIENT shall not discriminate against any employee for employment because of race, color, sex, sexual orientation, religion, ancestry or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. RECIPIENT shall take affirmative action to ensure that employees are treated during employment without regard to their race, sex, sexual orientation, color, religion, ancestry, or national origin, physical disability, medical condition, marital status, political affiliation, family and medical care leave, pregnancy leave, or disability leave. Such action shall include, but not be limited to, the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. RECIPIENT shall post in conspicuous places, available to employees for employment, notices to be provided by STATE setting forth the provisions of this Fair Employment section.

2. RECIPIENT, its contractor(s) and all subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.), and the applicable regulations promulgated thereunder (California code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12900(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this AGREEMENT by reference and made a part hereof as if set forth in full. Each of the RECIPIENT'S contractors and all subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements, as appropriate.

3. RECIPIENT shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. RECIPIENT shall permit access to the records of employment, employment advertisements, application forms, and other pertinent data and records by STATE, the State Fair Employment and Housing Commission, or any other agency of the State of California designated by STATE, for the purposes of investigation to ascertain compliance with the Fair Employment section of this Agreement.

5. Remedies for Willful Violation:

(a) STATE may determine a willful violation of the Fair Employment provision to have occurred upon receipt of a final judgment to that effect from a court in an action to which RECIPIENT was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that RECIPIENT has violated the Fair Employment Practices Act and had issued an order under Labor Code Section 1426 which has become final or has obtained an injunction under Labor Code Section 1429.

(b) For willful violation of this Fair Employment Provision, STATE shall have the right to terminate this Agreement either in whole or in part, and any loss or damage sustained by STATE in securing the goods or services thereunder shall be borne and paid for by RECIPIENT and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due

to RECIPIENT, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure RECIPIENT's breach of this Agreement.

## **ATTACHMENT E NONDISCRIMINATION ASSURANCES**

RECIPIENT HEREBY AGREES THAT, as a condition to receiving any federal financial assistance from the STATE, acting for the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d-42 U.S.C. 2000d-4 (hereinafter referred to as the ACT), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964" (hereinafter referred to as the REGULATIONS), the Federal-aid Highway Act of 1973, and other pertinent directives, to the end that in accordance with the ACT, REGULATIONS, and other pertinent directives, no person in the United States shall, on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which RECIPIENT receives federal financial assistance from the Federal Department of Transportation. RECIPIENT HEREBY GIVES ASSURANCE THAT RECIPIENT shall promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the REGULATIONS.

More specifically, and without limiting the above general assurance, RECIPIENT hereby gives the following specific assurances with respect to its federal-aid Program:

1. That RECIPIENT agrees that each "program" and each "facility" as defined in subsections 21.23 (e) and 21.23 (b) of the REGULATIONS, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the REGULATIONS.
2. That RECIPIENT shall insert the following notification in all solicitations for bids for work or material subject to the REGULATIONS made in connection with the federal-aid Program and, in adapted form, in all proposals for negotiated agreements: RECIPIENT hereby notifies all bidders that it will affirmatively insure that in any agreement entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, sex, national origin, religion, age, or disability in consideration for an award.
3. That RECIPIENT shall insert the clauses of Appendix A of this assurance in every agreement subject to the ACT and the REGULATIONS.
4. That the clauses of Appendix B of this Assurance shall be included as a covenant running with the land, in any deed affecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where RECIPIENT receives federal financial assistance to construct a facility, or part of a facility, the Assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where RECIPIENT receives federal financial assistance in the form, or for the acquisition, of real property or an interest in real property, the Assurance shall extend to rights to space on, over, or under such property.

7. That RECIPIENT shall include the appropriate clauses set forth in Appendix C and D of this Assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the RECIPIENT with other parties:

Appendix C;

(a) for the subsequent transfer of real property acquired or improved under the federal-aid Program; and

Appendix D;

(b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the federal-aid Program.

8. That this assurance obligates RECIPIENT for the period during which federal financial assistance is extended to the program, except where the federal financial assistance is to provide, or is in the form of, personal property or real property or interest therein, or structures, or improvements thereon, in which case the assurance obligates RECIPIENT or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which the federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which RECIPIENT retains ownership or possession of the property.

9. That RECIPIENT shall provide for such methods of administration for the program as are found by the U.S. Secretary of Transportation, or the official to whom he delegates specific authority, to give reasonable guarantee that RECIPIENT, other recipients, sub-grantees, applicants, sub-applicants, transferees, successors in interest, and other participants of federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the ACT, the REGULATIONS, this Assurance and the Agreement.

10. That RECIPIENT agrees that the United States and the State of California have a right to seek judicial enforcement with regard to any matter arising under the ACT, the REGULATIONS, and this Assurance.

11. RECIPIENT shall not discriminate on the basis of race, religion, age, disability, color, national origin or sex in the award and performance of any STATE assisted contract or in the administration on its DBE Program or the requirements of 49 CFR Part 26. RECIPIENT shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of STATE assisted contracts. The California Department of Transportation Disadvantaged Business Enterprise Program Implementation Agreement for Local Agencies is incorporated by reference in this AGREEMENT. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out the Implementation Agreement, STATE may impose sanctions as provided for under 49 CFR Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 USC 1001 and/or the Program Fraud Civil Remedies Act of 1985 (31 USC 3801 et seq.)

THESE ASSURANCES are given in consideration of and for the purpose of obtaining any and all federal grants, loans, agreements, property, discounts or other federal financial assistance extended after the date hereof to RECIPIENT by STATE, acting for the U.S. Department of Transportation, and is binding on RECIPIENT, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT E

During the performance of this Agreement, RECIPIENT, for itself, its assignees and successors in interest (hereinafter collectively referred to as RECIPIENT) agrees as follows:

(1) Compliance with Regulations: RECIPIENT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.

(2) Nondiscrimination: RECIPIENT, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. RECIPIENT shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the REGULATIONS, including employment practices when the agreement covers a program set forth in Appendix B of the REGULATIONS.

(3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by RECIPIENT for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by RECIPIENT of the RECIPIENT's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: RECIPIENT shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to RECIPIENT's books, records, accounts, other sources of information, and its facilities as may be determined by STATE or FHWA to be pertinent to ascertain compliance with such REGULATIONS or directives. Where any information required of RECIPIENT is in the exclusive possession of another who fails or refuses to furnish this information, RECIPIENT shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts RECIPIENT has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of RECIPIENT's noncompliance with the nondiscrimination provisions of this agreement, STATE shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:

(a) withholding of payments to RECIPIENT under the Agreement within a reasonable period of time, not to exceed 90 days; and/or

(b) cancellation, termination or suspension of the Agreement, in whole or in part.

(6) Incorporation of Provisions: RECIPIENT shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the REGULATIONS, or directives issued pursuant thereto.

RECIPIENT shall take such action with respect to any sub-agreement or procurement as STATE or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance,

provided, however, that, in the event RECIPIENT becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, RECIPIENT may request STATE enter into such litigation to protect the interests of STATE, and, in addition, RECIPIENT may request the United States to enter into such litigation to protect the interests of the United States.

APPENDIX B TO ATTACHMENT E

The following clauses shall be included in any and all deeds effecting or recording the transfer of PROJECT real property, structures or improvements thereon, or interest therein from the United States.

(GRANTING CLAUSE)

NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that RECIPIENT shall accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of federal-aid for Highways and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation and, also in accordance with and in compliance with the Regulations pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto the RECIPIENT all the right, title, and interest of the U.S. Department of Transportation in, and to, said lands described in Exhibit "A" attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto RECIPIENT and its successors forever, subject, however, to the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on RECIPIENT, its successors and assigns.

RECIPIENT, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns,

(1) that no person shall on the grounds of race, color, sex, national origin, religion, age or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed (;) (and) \*

(2) that RECIPIENT shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (;) and

(3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to re-enter said lands and facilities on said land, and the above-described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this deed.\*

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

#### APPENDIX C TO ATTACHMENT E

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by RECIPIENT, pursuant to the provisions of Assurance 7(a) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add 'as covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.), shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of Secretary, Part 21, Nondiscrimination in federally-assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.

APPENDIX D TO ATTACHMENT E

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the RECIPIENT, pursuant to the provisions of Assurance 7 (b) of Attachment E.

The grantee (licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that:

(1) no person on the ground of race, color, sex, national origin, religion, age or disability, shall be excluded from participation in, denied the benefits of, or otherwise subjected to discrimination in the use of said facilities;

(2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, national origin, religion, age or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and

(3) that the (grantee, licensee, lessee, permittee, etc.,) shall use the premises in compliance with the Regulations.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to terminate the (license, lease, permit, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, RECIPIENT shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of RECIPIENT, and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.



METROPOLITAN  
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COMMISSION

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U.S. Department of Housing  
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*Tom Bates*  
Cities of Alameda County

*David Campos*  
City and County of San Francisco

*Bill Dodd*  
Napa County and Cities

*Dorene M. Giacomini*  
U.S. Department of Transportation

*Federal D. Glover*  
Contra Costa County

*Scott Haggerty*  
Alameda County

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

*Steve Kinsey*  
Marin County and Cities

*Sam Liccardo*  
San Jose Mayor's Appointee

*Mark Luce*  
Association of Bay Area Governments

*Jake Mackenzie*  
Sonoma County and Cities

*Joe Pirzynski*  
Cities of Santa Clara County

*Jean Quan*  
Oakland Mayor's Appointee

*Bijan Sartipi*  
State Business, Transportation  
and Housing Agency

*James P. Spring*  
Solano County and Cities

*Adrienne J. Tissier*  
San Mateo County

*Scott Wiener*  
San Francisco Mayor's Appointee

*Steve Heminger*  
Executive Director

*Ann Flemer*  
Deputy Executive Director, Policy

*Andrew B. Fremier*  
Deputy Executive Director, Operations

August 5, 2013

Daniel Schwarz  
City Manager  
400 Magnolia Avenue  
Larkspur, CA 94939

RE: Funding Agreement - Amendment

Dear Mr. Schwarz:

This letter is Amendment No. 3 to our Agreement dated April 20, 2012, as amended October 17, 2012 and April 18, 2013, for the performance of professional services in connection with the Larkspur Station Area Plan (collectively, "the Agreement").

The following provisions of the Agreement are hereby modified:

1. Period of Performance is extended to September 1, 2014.
2. Attachment B, Project Budget and Schedule, is revised as attached hereto (deletions in strikethrough; additions in *italics*).

Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

If you agree to this modification, 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

Accepted and Agreed to this 26 day  
of August, 2013

Daniel Schwarz, Larkspur City Manager

**ATTACHMENT B**

**PROJECT BUDGET AND SCHEDULE**  
**Revised August, 2013**

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

<b>Task</b>	<b>Deliverables</b>	<b>MTC Contribution</b>	<b>RECIPIENT &amp; Others' Match</b>	<b>Total Cost</b>	<b>Completion Date</b>
1	1a. Rosters of the Project Steering Committee, Technical Advisory Committee, and Citizen Advisory Committee 1b. Existing Conditions Report 1c. Public Workshop #1 meeting summary	\$96,000.00	\$24,000.00	\$120,000.00	1-Aug-12
2	2. Market Demand Analysis	\$18,400.00	\$4,600.00	\$23,000.00	1-Aug-12
3	3a. Land Use Alternatives Analysis Report 3b. Parking Demand Analysis Report 3c. Public Workshop #2 meeting summary 3d. Large-format display graphic and electronic copy of preferred alternative	\$108,000.00	\$27,000.00	\$135,000.00	1-Dec-12
4	4a. Urban Design Standards 4b. Public Workshop #3 meeting summary	\$25,600.00	\$6,400.00	\$32,000.00	Mar-31-13
5	5. Infrastructure Needs Analysis Technical Report	\$33,600.00	\$8,400.00	\$42,000.00	Mar-31-13
6	6a. Draft Larkspur Smart Station Area Plan 6b. Public Workshop #4 meeting summary	\$53,600.00	\$13,400.00	\$67,000.00	<del>1-August-13</del> Dec. 31, 2013
7	7. Draft Environmental Impact Report and Mitigation Monitoring Plan	\$120,000.00	\$30,000.00	\$150,000.00	<del>1-August-13</del> Dec. 31, 2013
8	8a. Final Environmental Impact Report adopted and certified by City Council 8b. Final Larkspur SMART Station Area Plan 8c. Final General Plan, Zoning, and Design Guideline amendments	\$24,800.00	\$6,200.00	\$31,000.00	<del>31-March-14</del> September 1, 2014
	<b>TOTAL</b>	<b>\$480,000.00</b>	<b>\$120,000.00</b>	<b>\$600,000.00</b>	
	Tasks 1, 3 & 5 include work on the Program EIR.				