

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC.

This Agreement is entered into this 11th day of April, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Nelson\Nygaard Consulting Associates, Inc. , hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of preparing the Midcoastside Transportation Demand Management Plan.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment IP – Intellectual Property

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Two Hundred Eighteen Thousand Eight Hundred and Forty Dollars (\$218,840). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 11, 2023, through February 28, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Community Development Director or their designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such

third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability.....\$1,000,000
- (b) Motor Vehicle Liability Insurance.....\$1,000,000
- (c) Professional Liability.....\$1,000,000

County, City of Half Moon Bay, and San Mateo County Transportation Authority and their officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County, City of Half Moon Bay, and San Mateo County Transportation Authority and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County, City of Half Moon Bay, and San Mateo County Transportation Authority or their officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;

- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Bharat Singh, Planning Services Manager
Address: 455 County Center, 2nd Floor, Redwood City, CA 94063
Telephone: 650/363-1857
Email: bsingh@smcgov.org

In the case of Contractor, to:

Name/Title: Jonathan Watts
Address: 2 Bryant Street, San Francisco, A 94105
Telephone: 415/284-1544
Facsimile: 415/228-2320
Email: JWatts@nelsonnygaard.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

20. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

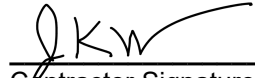
- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: Nelson\Nygaard Consulting Associates, Inc,



Contractor Signature

3/17/2023

Date

Jonathan Watts

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

In the scope of work below, the terms "we" and "our" refer to Nelson Nygaard Consulting and do not in any way represent the County of San Mateo.

TECHNICAL PROPOSAL

Our Approach

The New TDM Paradigm

Mobility is about moving everyone, regardless of how we get from place to place. Planning for mobility and managing transportation demand means providing the travel options and opportunities where people need and want to go safely—efficiently, and equitably. The COVID-19 pandemic disrupted deeply rooted transportation patterns, including when, where, and why people travel. It also highlighted the deep inequities in transportation choices and funding, and who is most impacted by severe disruptions to travel options. Attitudes toward public transit and shared mobility, remote work arrangements, intra-regional housing shifts, and changing workplace expectations will have long-standing impacts on mobility demands and the signals that can effectively change behavior. As the County adjusts to new transportation patterns and mobility demands, now is the time to reconsider and reevaluate transportation demand management approaches to suite new trends and needs, ensuring that they are implemented equitably and efficiently to meet long-term regional goals.

Traditionally, TDM planning has focused on the commute-based travel market, often with a primary focus on increasing transit mode share. The rapid expansion of new mobility options—particularly the rise of on-demand access to bikes, scooters, cars, and hired rides—has greatly expanded the range of options between personal vehicles and public transit. This has helped make non-driving mobility options far more viable in markets with limited public transit and TDM far more relevant to non-commute travel markets. New mobility options have momentous significance for efforts to balance growth with congestion/emissions/VMT mitigation. This also creates a transformational opportunity for TDM to help reduce the cost burdens linked to personal-vehicle travel—expanding housing options, job access, and economic security for more households in more areas of our regions. As TDM shifts further from the binary model of managing parking demand and increasing transit uses, the Nelson\Nygaard team has the breadth of experience and expertise to consider the range of factors influencing mode choices and trip patterns to weigh the options and chart a path forward for a regional TDM strategy.

Our proposed approach to the Midcoastside Transportation Demand Management Plan advances recent efforts in mobility planning and TDM implementation, where a strong focus on equity has led to more inclusive planning processes and more impactful recommendations. We will deliver the County's anticipated outcomes, influenced by the following guiding principles:

Align with local priorities. Building the case for why TDM matters to a broad audience will ensure a well-supported TDM Plan, program, and complementary policies. Critical to our success will be that we know the community, county, and region. We have the local, trusted relationships to get people to the table.

Push the envelope. Nelson\Nygaard is renowned for its thoughtful integration of new technology and mobility services into broader demand management strategies. Our team is adept and flexible in integrating shifting consumer preferences and the rapidly changing mobility landscape into mobility policy frameworks.

Engage interactively. Our engagement approach is designed to foster positive, two-way interaction with community stakeholders that encourages people to honestly discuss what is working, what is not,

and the role that TDM can play in making improvements. Meaningful two-way engagement will not only ensure that the study recommendations are effective, but also help build local capacity, goodwill, and momentum toward the goal of shifting travel demand.

Serve the underserved. We think about TDM differently. Our focus is to work with clients to expand participation and tailor programs—going beyond climate goals and vehicle trip requirements—to directly improve people’s lives. At the core of our approach is a focus on ensuring equitable and inclusive access for all stakeholders regardless of race, ethnicity, income, ableness, or ability to participate in the process. This means a consistent review of tasks throughout our analysis to help the project team successfully weave diversity, equity, and inclusion into all study findings.

Develop a roadmap for success. Our project manager has led the implementation of TDM policies and programs, from the municipal side at the City of Austin, offering our team the experience to bring an early focus on ideas, strategies, and solutions to our plan that can be implemented and bring sustained results.

Scope of Work

Task 1 Project Administration and Management

At Nelson\Nygaard, we believe the best projects are collaborative partnerships with our clients and subconsultants where we hold ourselves accountable for ensuring all deliverables meet our clients’ needs. Strong project management is at the heart of our approach to this project, and our project manager brings a wealth of experience managing large TDM projects at the public and private levels. Led by Tien-Tien Chan as our project manager, our multidisciplinary team will collaborate with the San Mateo County Project Management Team (PMT) consistently throughout the study: beginning at project initiation, continuing through regular communication, and culminating in community-vetted and implementation-centered work products delivered on time and on budget.

1.1 Project Initiation

The NN Project Manager will facilitate a kickoff meeting with the PMT, to be held by video conference to be mindful of the time and cost of travel requirements. Working through an agenda to be developed with the County project manager, this meeting will provide a chance to discuss and confirm the following:

- Goals and objectives from existing regional and local plans, not limited to San Mateo County’s Community Climate Action Plan, and Half Moon Bay Local Coastal Plan
- TDM Plan goals and objectives
- Communication protocols, roles and responsibilities, and file sharing preferences, invoicing, and progress reporting
- Project scope and schedule, including dates for deliverables and meetings
- Project’s context, objectives, and priorities
- Potential concerns, risks, and roadblocks, and how we can prepare for them
- Outcomes PMT members would use to define project success
- Approach to stakeholder engagement, for both Task 2 and Task 3, and how these tasks can be leveraged to ensure community buy-in and build decision-maker support
- Data and relevant plans to be collected for Task 4 review
- Upcoming meetings and deliverables

- Immediate next steps, roles, and assignments

Prior to the meeting, we will submit a draft kickoff agenda as well as a data/document request list to support the technical aspects of the scope of work. Following the meeting, our team will develop a Project Management Plan (PMP) to summarize kickoff discussion outcomes, define study goals and objectives, and set 5- and 10-year performance targets for TDM Plan implementation.

1.2 Ongoing Meetings and Project Management

Nelson\Nygaard's project manager will have overall responsibility for the project:

- Providing day-to-day management of tasks, including close coordination with the consultant team members and the County project manager
- Serving as the principal contact for the County
- Reviewing work products to ensure quality and accuracy

A major factor that affects project success is how well the project manager communicates with the client. To make sure that this communication is maintained throughout the project, Tien-Tien will be in regular contact with the County project manager and the PMT. Tien-Tien and Alex Mercuri, our deputy project manager, will hold biweekly conference calls with the PMT and other project team members as needed. At these check-in calls, we will provide an update identifying progress on open action items, project schedule changes, issues requiring attention/escalation, and other pertinent project information to keep the project moving forward efficiently and effectively. In-person meetings will be coordinated with visits to the County as part of subsequent technical tasks to ensure efficient use of project budget.

1.3 Reporting

Nelson\Nygaard will provide monthly written progress reports detailing the status of key tasks and deliverables along with an update on project budget as part of monthly invoicing. Our goal is to provide a simple, easy-to-digest visual so the PMT can quickly understand where we are in the process, including progress toward specific tasks. The invoicing and progress report format will be confirmed with the PMT during the kickoff meeting.

1.4 Equity Scan

Chris Lepe at Mariposa Planning Solutions (MPS) will serve as an equity advisor to ensure we are meeting the project's goals of increasing transportation equity, with a specific focus on Midcoastside's vulnerable residents, workers, and visitors.

MPS will provide strategic advising and written and/or verbal feedback to assess, engage, and develop solutions for equity advancement in support of all project tasks with equity implications:

- Task 2 – Organizational Stakeholder Engagement
- Task 3 – Public Engagement
- Task 4 – Existing Conditions/Baseline Report
- Task 5 – Strategy Development
- Task 6 – Plan Assembly and Approval

In close collaboration with the PMT and the the consultant team, MPS will be responsible for performing the following tasks and preparing the following deliverables:

- Strategic advising and review of key deliverables
- Review and written/verbal feedback on the following:

- Equity approach to engagement (engagement plan), existing conditions analysis, and baseline policy/program assessment
- Research and engagement instruments
- Public-facing presentations
- Reporting, including summary of key findings
- Policy, planning, and programmatic prescriptions

Deliverables:

- Kickoff meeting agenda and summary notes
- PMP confirming study scope, schedule, communication protocols, roles and responsibilities, and file-sharing information
- Midcoastside TDM Plan Goals & Objectives Statement: Listing measurable goals and objectives, as identified during the kickoff meeting, to address congestion mitigation as well as reducing Vehicle Miles Traveled (and related greenhouse gas emissions), while advancing public health, economic factors, equity, and cost-efficiency measures
- Coordination call agendas and notes
- Monthly progress reports

Task 2 Organizational Stakeholder Engagement

2.0 Stakeholder Contact List

The project team will work closely with the PMT to create a roster of organizational stakeholders and properly identify them as **briefing recipients, interest-aligned groups, and/or implementation partners**.

We will start with the list developed for the RFP and build on it, leaning on our team's local knowledge deliberately identifying groups traditionally overlooked in planning processes. From an initial review, we also suggest including local non-profits, farms, farm bureau, the Portuguese Culture Center, and faith-based organizations including Our Lady of the Pillar, Mariners Church, Coastside Lutheran, and Calvary Chapel. Our public engagement lead, DKS, has an existing email list representing residents, businesses, and stakeholders throughout the Coastsides. We will review this list and identify additional stakeholders to include, maintaining and updating the contact list throughout the course of the project. We will work closely with the PMT to add to the list as needed.

2.1 Project Briefings

The project team will organize content for and facilitate a series of virtual briefings to be provided at three key points during the project. These briefings will help us to inform agencies and organizations that, while not likely to play a direct role in shaping or implementing the Midcoastside TDM Plan, do represent local and regional success partners and champions of TDM and relevant project outcomes.

The organizations to be invited to these briefings will be identified during the project kickoff meeting and in the PMP, but are likely to include the following at a minimum:

- Caltrans
- Metropolitan Transportation Commission (MTC)
- Neighboring cities (such as Pacifica) and the Coastal Commission
- Chief equity officer for the County of San Mateo

At these briefings, we will provide project status updates, key findings to date, and time for questions and discussion. Briefings will be one (1) hour in length; prior to each, we email a memorandum that summarizes project status and findings.

2.2 Interest-Based Engagement

The project team will work closely with the PMT to review the comprehensive stakeholder list developed in Subtask 2.0 and identify up to three distinct and logical interest groups. Examples of group themes may include tourism, economic interests, equity, climate, specific geographies, or community transportation. These interest-based engagements will ensure we are not only tunnel-visioned on TDM, but also discussing its impacts on important, complementary and/or conflicting topics and identifying opportunities to partner for implementation.

The project team will organize content for, and facilitate, a series of interest group discussions including at least three distinct discussion groups to be engaged at two key stages of the project. These stages will be identified in the PMP. We assume that all six discussions will be held in-person given that the interest groups will likely be local. We plan to pivot discussion to a virtual setting as needed to accommodate stakeholder schedules and/or health concerns.

2.3 Implementation Partner Engagement

Implementation partners, as identified in Subtask 2.0, will be critical to gain perspectives from key agencies to identify potential roadblocks and opportunities early in the project, grounding our recommendations in implementation reality.

The project team will organize content for, and facilitate, a series of three virtual workshops, to be scheduled at key stages of the project confirmed in the PMP, aligning with the following milestones.

1. **Project Initiation:** This workshop will be held sometime after the kickoff meeting and delivery of the PMP and focused on gaining input on challenges, opportunities, and goals
2. **During Task 4:** This workshop will be held as data and information are reviewed and organized for inclusion in the Existing Conditions Report and focused on gaining input on findings to date, information gaps, and additional sources—particularly on gaining insights into organizational/structural issues related to past, current, and potential TDM efforts
3. **Following Task 5:** This workshop will be held to review the strategies developed during Task 5, prior to formal assembly into the Task 6 Draft Plan

Deliverables:

- Roster of organizational stakeholders, coded by type
- Agendas, meeting materials, and notes for 3 project briefings, 6 interest-based discussions, and 3 workshops
- Tech Memo: Organizational Stakeholder Engagement Summary

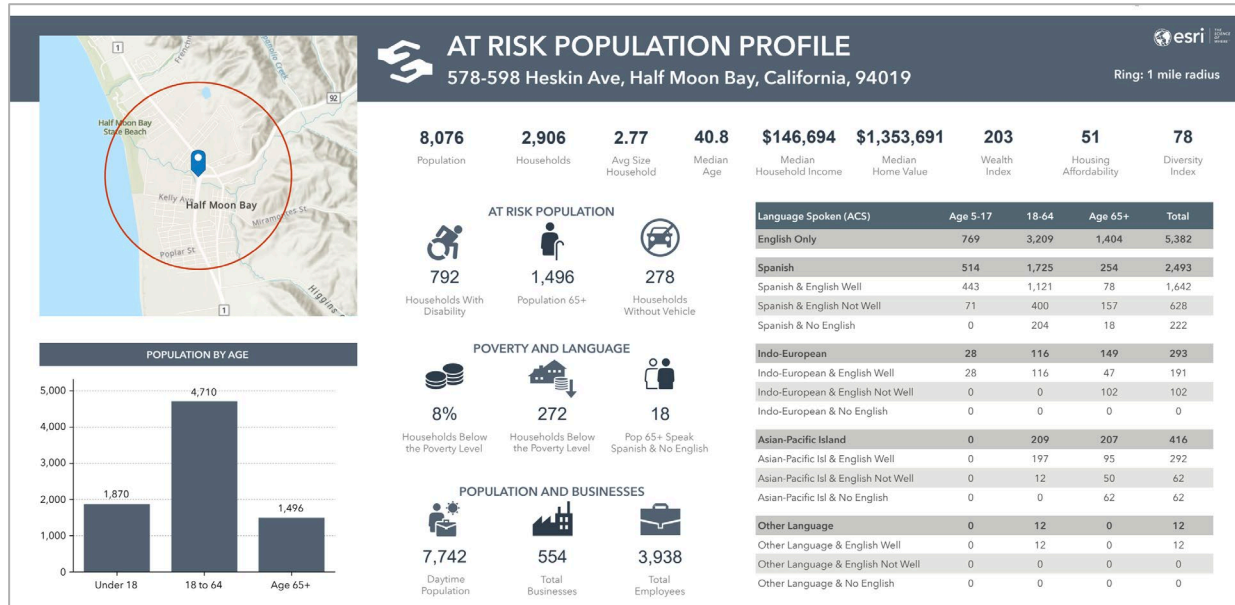
Task 3. Public Engagement

3.1 Public Engagement Plan

Our public engagement lead, DKS, will develop a public engagement plan for review by the County to guide an effective outreach program with all planning partners and community stakeholders. This will include a broad range of stakeholders including those in the private, public, and non-profit sectors, the business community, environmental interest groups, and public health advocates as well as social-

Midcoastside Transportation Demand Management Plan
County of San Mateo

equity organizations. The project team is committed to multicultural outreach programs that engage traditionally disenfranchised populations.



Population Profile for Half Moon Bay, CA

Our public engagement plan will use a cost-effective, multifaceted approach, with the goal of engaging a broad representation of the project area’s residents, business interests, and other key stakeholders. The plan will have the following objectives:

- Identify goals of the outreach effort, including focusing on equitable engagement
- Develop key messages
- Identify key stakeholders
- Review all outreach methods available through the County and other partners (newsletters, eblasts, websites, and social media) and provide a detailed program to support the project
- Develop protocols to maintain and expand broad stakeholder database throughout the life of the project
- Establish a consistent protocol for the dissemination of information for the duration of the project
- Ensure all public facing materials clearly articulate what the plan is and who it is for, recognizing that the public has already participated in many studies already

Equitable Engagement

Our equitable engagement strategy will be focused on identifying equity areas and populations of concern, and subsequently outreach strategies designed to reach them.

- **Removing barriers:** We recognize that the populations who traditionally have not participated in public engagement may also have the least flexibility with time and finances to participate. We will work closely with these groups to remove barriers to participation. For example, we may hold pop-up events at major farms (such as Andreotti Family Farm or Guisti Farms) so additional travel is not needed for agricultural workers to participate. We may coordinate with the fishing industry to find the best place and time to meet with these workers.

Midcoastside Transportation Demand Management Plan
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- **Providing stipends:** We will also provide participant stipends to incentivize their engagement, such as gift cards to local businesses like Mercado Mi Familia or Twice is Nice.
- **Convenient locations:** We also recognize that many low-income workers may not live in the project population. We will assess whether in-person outreach closer to home would be more convenient and encourage better participation. For example, we recognize that many farm workers live further south in Pescadero.
- **Spanish language materials:** We will ensure the website and engagement collateral are translated into Spanish. Our interactive web-based tool will have more than 80 languages available for easy use by any participant. We also anticipate that some of our community presentations and pop-up events will be held in Spanish.
- **Creative engagement:** We will be creative in our engagement strategies and provide a mix of both in-person and virtual strategies to reach participants where they are and where it is most convenient for them.

Communications

Our team will undertake a variety of activities for broad communication with the public and interested stakeholders. This will include the use of the web, email, news media, newsletters, public workshops, and presentations.

Branding

We will develop an overall brand for the project, which will be carried out through all materials, the project website, and presentations to build enthusiasm about the update and ensure that this effort is distinct in the minds of the public and stakeholders. The County will be given several options to choose and will have final approval of the overall theme.



Sample project branding concepts

Midcoastside Transportation Demand Management Plan County of San Mateo

Project Website

Our team will create and host a project-specific website. The site will link directly to the County's website, the Midcoast Community Council site, and others as appropriate, providing information about the project of interest to residents and other stakeholders as well as information about upcoming meetings. The site will launch pending approval of brand and will include the following pages:

- Project Overview
- Meetings and Workshops
- Document Library
- Contact Us (Comments/Questions)

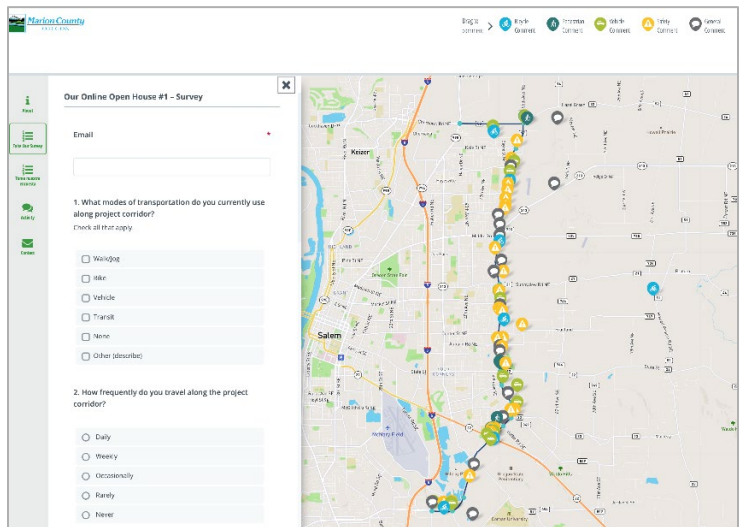
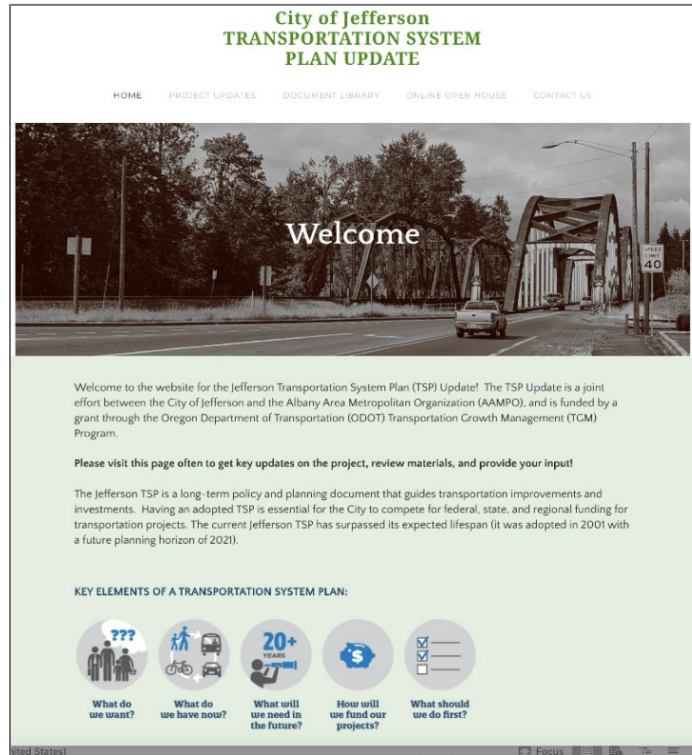
Interactive Web-Based Tool – Social Pinpoint

Our team specializes in using web-based interactive mapping tools to facilitate remote public input. Interactive web-based tools can be a significant boon to increasing public input—particularly in disadvantaged communities. Web-based mapping tools allow the public to make site-specific comments about barriers, connectivity gaps, safety issues, potential solutions, or specific needs in the comfort of their own homes. This process will be facilitated by the latest online interactive map technology, Social Pinpoint. Social Pinpoint allows for up to 80 language preferences to promote equal access for those who have access to the web.

eNews and Surveys

Building on our previous work in the County, the project team has an initial contact list of local residents, businesses, and other community stakeholders throughout the Coastside. We will augment this initial list with new contacts gathered throughout the engagement process and provided by the County and will use this list to provide ongoing project updates and solicit feedback and comments via online surveys. Over the course of the project this list will be used to:

- Promote website launch
- Promote upcoming workshops
- Conduct topic-specific surveys
- Promote opportunities to review proposed plan documents



Project website sample (above) and online survey sample (below)

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Social Media

our team will develop social media materials promoting the project process, upcoming workshops, and opportunities for participation.

Collateral Development & Translation Services

We will develop the following documents and provide Spanish language translation:

- Project (plan) description
- Frequently asked questions
- Flyers/posters for workshops

Public Workshops (Virtual and Live)

We propose engaging members of the public in a series of workshops designed to provide them with multiple means to communicate their ideas and concerns. These will educate participants about the purpose and goals of the plan and solicit their comments and concerns regarding the area's future development. We anticipate using a combination of group exercises, live polling, small breakout sessions, individual stations for discussion on specific topics, and/or visual preference activities. Our meetings will be participant-driven and engaging.

The consultant team will convene and facilitate four public workshops (three virtual, one in-person) over the course of the project, with the following focus and format:

- **Workshop 1** will introduce the project and gather initial information. This workshop will be held virtually. The consultant team will develop materials for Workshop 1 in both English and Spanish. In coordination with the consultant team, the County and/or City will host a simultaneous watch party with Spanish translation services at a CBO facility.
- **Workshops 2 and 3** will focus on engaging and collaborating with the community about initial ideas and strategies. One of these workshops will be held in person, and the other will be held virtually. The consultant team will develop materials for Workshops 2 and 3 in both English and Spanish. For the in-person workshop, the County and/or City will provide in person translation services. For the virtual workshop, the County and/or City will host a simultaneous watch party with Spanish translation services at a CBO facility.
- **Workshop 4** will present the draft recommendations. This workshop will be held virtually. The consultant team will develop materials for Workshop 4 in both English and Spanish. In

Preview Plans for Regional Transportation Investments

IN-PERSON WORKSHOP	IN-PERSON WORKSHOP	VIRTUAL WORKSHOP
Tuesday, July 19 6:30 – 8:00 p.m. <i>Avenal Theater</i> 233 E. Kings St. Avenal, CA	Wednesday, July 20 6:30 – 8:00 p.m. <i>Training Room,</i> Administrative Offices Hanford City Hall 319 N. Douty St. Hanford, CA	Thursday, July 21 6:30 – 8:00 p.m. SCAN HERE TO JOIN:

FOR MORE INFORMATION, VISIT: kingsregionalvision.com

FORT ORD REGIONAL TRAIL AND GREENWAY (FORTAG) CANYON DEL REY SEGMENT
VIRTUAL PUBLIC WORKSHOP

We are hosting a virtual public workshop and want to hear from you!

THURSDAY, JUNE 17, 2021 AT 6:00 – 7:30 P.M.

SCAN THIS CODE TO ACCESS THE WORKSHOP LINK

TINYURL.COM/FORTAGDRO

The Transportation Agency for Monterey County (TAMC) is moving forward with the first segment of the Fort Ord Regional Trail and Greenway (FORTAG), the State Route (SR) 218/Canyon Del Rey Segment in the Cities of Seaside and Del Rey Oaks. The vision for the Fort Ord Regional Trail and Greenway is for a paved regional multi-use trail for all ages and abilities that connects Monterey County communities to employment, community, and open space.

We encourage you to share your comments through our project website:
www.fortag-canyondeley.com

IF YOU HAVE ANY QUESTIONS ABOUT THE VIRTUAL WORKSHOP, PLEASE CONTACT:

Kendall Flint
kendall.flint@dkassociates.com
650.455.1201

IF YOU HAVE ANY QUESTIONS ABOUT THE FORTAG PROJECT, PLEASE CONTACT:

Michael Zeller
mike@tamcmonterey.org
831.775.4416

coordination with the consultant team, the County and/or City will host a simultaneous watch party with Spanish translation services at a CBO facility.

After each workshop, the consultant team will send a simple, brief post-workshop survey to gauge participant satisfaction. The consultant team will also draft a brief post-workshop summary that includes a summary of community input and a profile of workshop participants.

Community Presentations/Pop Up Events (up to 16)

As in most communities, residents and business owners often find it difficult and/or inconvenient to attend public workshops. Our community engagement effort will include presentations and pop-up events, providing opportunities for input to a variety of residents, workers, community groups, and organizations. We will use these presentations and pop-ups as opportunities to also promote upcoming workshops and encourage participation in the development of the plan. We anticipate meeting with these groups regularly throughout the process. Key meetings and pop-up events (up to 16 total) may be held at the following locations:

- Pacific and Half Moon Bay Farmers Markets
- Coastsider Chamber of Commerce
- Half Moon Bay Rotary
- Senior Coastsiders
- Pillar Point Community Center
- Moonridge Community Center (Spanish language meeting)
- Canada Cover Community Center
- Main Street Park community
- Places of work, such as local farms

[Sample project collateral](#)

Media Relations

With an office in Half Moon Bay, DKS staff have excellent contacts with local news media on the Coastsider, including the *Half Moon Bay Review*, *Half Moon Bay Patch*, *Neighborhood Radio AM 1710*, Channel 26-Pacifica Community Television, Coastsider.com, the *San Mateo Daily Journal* and the *San Francisco Chronicle*. The project team will send news releases on a regular basis, promoting upcoming opportunities for engagement, workshops, and key milestones in the process.

3.2 Public Engagement Plan Implementation

Our team will execute the activities included in the public engagement plan and prepare a memorandum that summarizes outreach activities, reach, findings, and specify how they affect the plan's development.

Deliverables:

- [Draft and final public engagement plan](#)
- [Events, meetings, materials, and web/online tools, as specified in the public engagement plan](#)
- [Four community workshops \(3 virtual, 1 in-person\) and post-workshop summaries \(4\)](#)
- [Draft and final outreach summary and findings memorandum](#)

Task 4 Existing Conditions/Baseline Report

This critical task will ground the project team in an understanding of current travel behaviors and existing travel options, existing TDM programs and policies, large employer program offerings, funding sources and mechanisms, legal requirements impacting TDM Programs, predominantly served (and underserved) populations, and the mechanisms and requirements currently in place for TDM. Our team brings well-rounded expertise in technical analysis, cartography, and data visualization. We understand the importance of connecting TDM programs to what's happening on the ground: how and where people travel today, how they might travel in the future, where the existing and future transportation services and infrastructure are, what the travel needs and preferences of different groups (commuters, vulnerable populations, visitors, residents) are, and how these preferences influence their propensity for behavior change and program adoption.

4.1 Existing TDM Plans, Policies, Programs, and Services

This task will begin with a focused, comprehensive review of how existing **TDM policies and plans** frame and advance TDM in the study area. The list of plans and policies to be reviewed will be confirmed at the kickoff meeting (Subtask 1.1), but may include the following:

- C/CAG TDM Policy
- SamTrans Coastside Transit Study
- San Mateo County Coastside Access Study
- Connect the Coastside
- San Mateo County Community Climate Action Plan
- Plan Princeton
- San Mateo County Local Coastal Program
- San Mateo County Transportation System Management Ordinance
- Half Moon Bay Local Coastal Program & Land Use Plan
- Half Moon Bay Bicycle and Pedestrian Master Plan & Implementation Program
- 2021 San Mateo County Comprehensive Bicycle and Pedestrian Plan
- Peninsula Shuttle Study (SamTrans 2021)
- San Mateo County Transportation Plan for Low-income Populations (2012)
- Draft Half Moon Bay Climate Action and Adaptation Plan
- Commute.org 2022 Coastside Commuter Transportation Survey

Our team will also document and summarize existing TDM programs and mobility services and resources available to the Midcoastside communities, not limited to current/planned transit services, shared mobility services and networks, ride-share matching, and supportive programs and technologies such as emergency-ride-home benefits and mobility information apps and platforms. This is anticipated to include, at a minimum, the following programs:

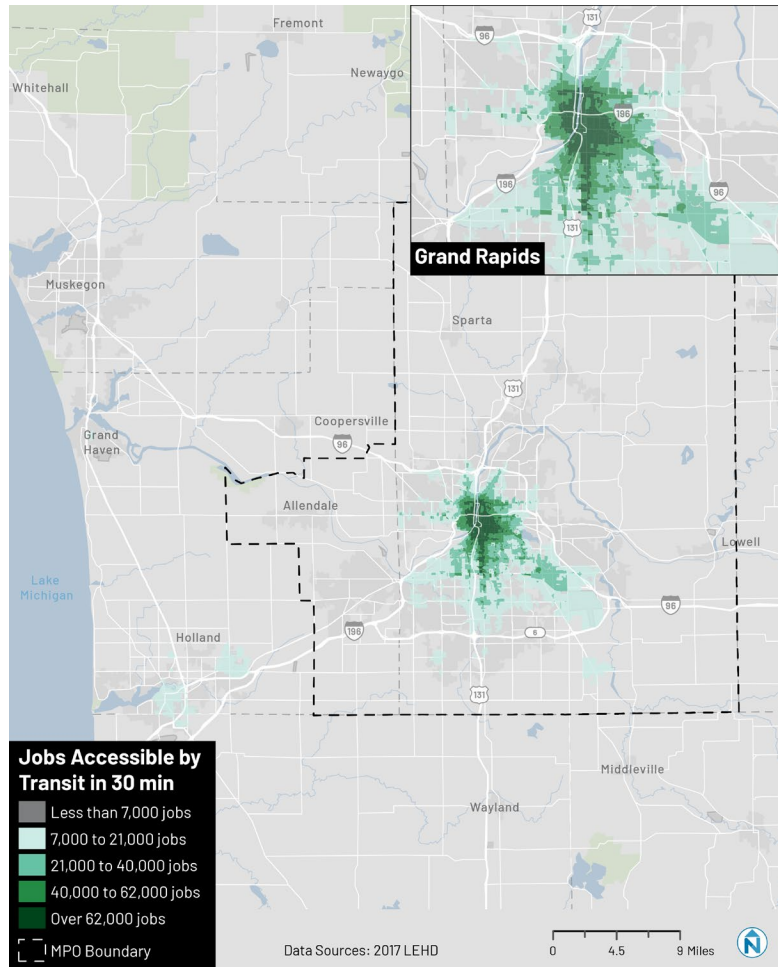
- Unincorporated SMC Active Transportation Program
- Commute.org programs
- Bay Area Vanpool Program

4.2 Existing Travel Conditions Report

Our team will document how people travel today, including commute and non-commute behavior and regional travel patterns. We will supplement our understanding of travel patterns from plans and data

collected during previous tasks with readily available transit ridership, ride-hailing, and shared-mobility data. One potential source is Replica, a third-party data provider to which Nelson\Nygaard is subscribed. Replica is a modeling tool that simulates regional travel behavior for customized geographies based on Location-Based Services (LBS) smartphone data. Replica offers a modeled point-in-time snapshot of local and regional travel, included detailed insight into mode of travel, origin-destination pairs, and trip purpose by custom geographies and demographics.

An important element of this step is to uncover travel trends based on different demographic components, such as race or ethnicity, income, and age. We will develop an equity index of aggregated data to illustrate areas that have an above-average likelihood of mobility limitations and reliance on public transportation. We will document correlations between travel behavior and existing services and complement these with a propensity analysis for transit, shared-mobility, and other available non-driving mobility options, to map where propensities and available networks are most/least in alignment. For example, we will note the distribution of populations with a high transit propensity in comparison to exiting transit service areas and routes. This task provides a powerful visual to baseline how people are traveling today compared to what transportation options they have access to, with direct implication for clarifying the key opportunities and challenges to be addressed in subsequent study tasks.



Deliverables:

- Existing Conditions Report with maps

Existing Travel Conditions Map

Task 5 Strategy Development

5.1 State of the Practice Research

Best practices will help create a roadmap for all aspects of the TDM Plan, highlighting successful programs, staffing/organizational structure and budget considerations, and policies and regulations. Our team has a deep bench of experts who have worked across the country to develop TDM programs and policies. We have an extensive library of best practices and case studies as well as strong current and past client relationships that keep us up to date with new ideas and areas of innovation, that we

can draw upon to execute this task cost-effectively. For this task, we will leverage these resources, including interviews with innovative TDM leaders among City agencies, MPOs, TMA/Os, and mobility providers from across the country to anticipate the strategies, programs, and service models to identify and profile proven and emerging best practices in TDM and parking policies and regulations:

- Regulations to integrate TDM into the new development process
- Commuter benefits ordinances and similar “commute trip reduction” programs
- Ride-sharing strategies and community-led services that fill transit gaps where fixed-route services are not available
- Parking and curb-space management strategies
- Congestion pricing initiatives
- Equitable TOD and other “equitable mobility” initiatives that reframe TDM as a tool for housing affordability, economic access, and community connection
- Universal basic mobility/mobility wallet programs that are mode-agnostic
- Formally identified targets for modeshare, trip/VMT reduction, and other performance measures
- Other guiding policies that support TDM implementation

Each strategy summary will detail the program/policy structure, funding approaches, outreach approaches, pros and cons of application, range of potential impact, and performance evaluation frameworks, with racial and income-based equity in mind.

5.2 Gap Analysis

Our team will assess current TDM resources in the context of the goals, objectives, and aspirations identified in Task 2 and, in comparison, to the State of the Practice findings from Subtask 5.1 to identify key strategic opportunity gaps. We will begin by identifying what is currently working well that should be maintained or improved/expanded upon, before identifying gaps related to the following:

- Advancing specific goals, objectives, and aspirations
- Engaging key stakeholders in the implementation process
- Optimizing program structure, administration, and coordination with partners
- Addressing underserved travel markets and stakeholders
- Leveraging funding and implementation resources
- Resolving legislative constraints
- Creating legislative solutions
- Addressing racial equity considerations at the strategy and program level
- Rebranding TDM to reach new markets
- Leveraging opportunities for effective telework promotion, especially those that can be implemented by governments in the region
- Optimizing TDM marketing, rebranding, and “making the case” opportunities

This task will be completed collaboratively with the PMT and key stakeholders to ensure that the most critical issues, opportunities, and assets are identified as these will be used to frame the development of TDM Strategy Recommendations in the next subtask.

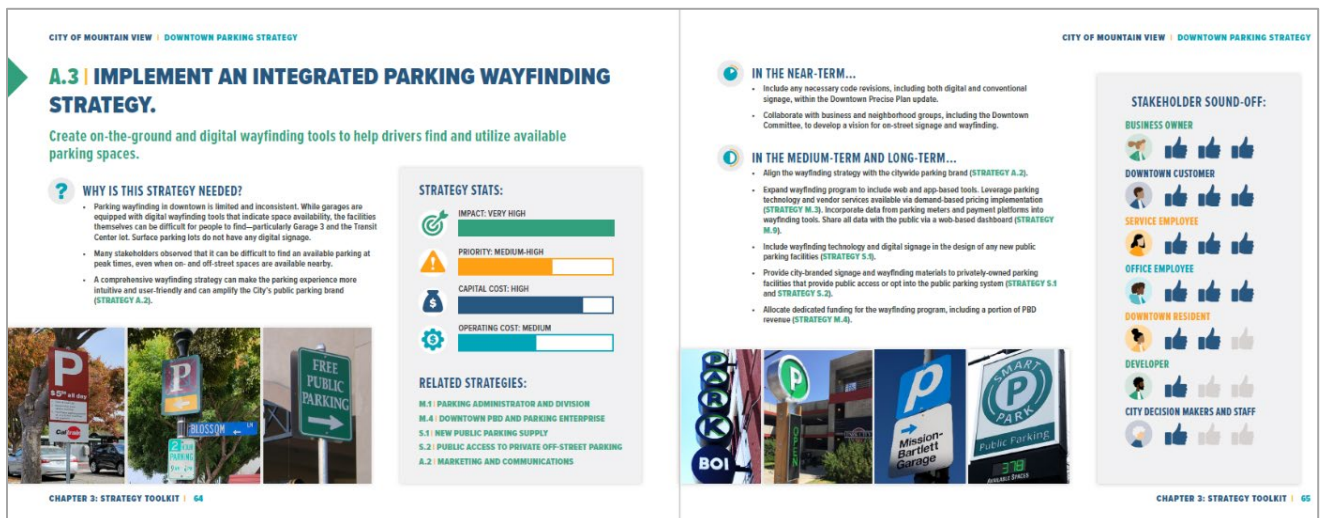
5.3 TDM Strategy Recommendations

Based on findings from all completed tasks, the NN Team will develop a series of context-sensitive and equity-centered TDM recommendations. These recommendations will include both a **toolbox of strategy-level cut sheets**, which detail key aspects of each service, program, and policy recommendation as well as a **TDM roadmap**, which provides overall program-level guidance for prioritizing, funding, and successfully implementing the plan.

Strategy Toolbox

The strategy toolbox will include a set of 1-2-page informational cut sheets for each recommendation. These cut sheets will concisely summarize all critical information to help staff, public officials, partners, and members of the community understand and operationalize each recommendation. They will be strategically formatted and supported with graphics and visuals to ensure that they are clear, compelling, and accessible for both technical and non-technical audiences. The content and format for the strategy cut sheets will be developed and reviewed in coordination with County staff. Prior to developing cut sheets, the team will collaborate with City and County staff to refine and finalize a final list of strategies and recommendations to be included. Potential cut sheet information may include the following:

- Brief and concise description of the strategy or recommendation in the Midcoast context
- Indication of how each strategy benefits and addresses the needs of the community in San Mateo County
- Planning-level evaluation of the relative cost, impact, and priority level of each strategy
- Lead agencies/organizations and potential partnership opportunities
- Strategy-level phasing and implementation steps
- Potential performance indicators for tracking and evaluating strategy success
- Best practice suggestions and peer case study excerpts that indicate how strategies should be adapted to the Midcoast context



Strategy cut sheet developed for Mountain View, CA

TDM Roadmap

Developing a successful TDM program will require more than just picking the right strategies. To ensure the recommendations get off the page and into the community, the project team will develop an action-oriented TDM roadmap that provides guidance and resources related to funding, phasing, partnerships, prioritization, and marketing.

The roadmap will address gaps, constraints, and opportunities for collaboration with Commute.org, SamTrans, the farm bureau, local municipalities, and other key stakeholders. The roadmap will also include an annotated implementation diagram that recommends how the overall set of strategies should be phased and sequenced to align with community priorities and capacity. All recommendations will reflect lessons learned from community conversations and engagement activities conducted over the course of the project.

The team will combine the strategy toolbox and the TDM roadmap into a **TDM Strategies Report**. The report will include supporting graphics, diagrams, and photographs throughout to ensure that the content is clear, accessible, and compelling. After producing a complete first draft, the project team and County staff will conduct up to two rounds of review and revisions to finalize the report.

Deliverables:

- State of the Practice memo (draft and final)
- Gap Analysis Summary: Tech memo summarizing the key needs, opportunities, and assets around which TDM strategies will be developed
- TDM strategies report, including strategy toolbox and TDM roadmap (draft and final)

Task 6 Plan Assembly and Approval

6.1 Administrative Draft and Draft TDM Plan

Nelson\Nygaard will compile the content from all final, approved draft deliverables into a Midcoastside TDM Plan. The content will be organized to provide a cohesive narrative summary of the study, including key processes, findings, and community input. The content will also be organized to clarify the process and rationale that informed study recommendations and shaped the final plan. To ensure that the plan is suitable for presentation to the public and key decision makers, the plan will include an executive summary and will prominently feature images and graphics used throughout the study, particularly those used for community and stakeholder engagement tasks. The plan will include a summary of all community engagement efforts conducted over the course of the project. The summary will provide a profiles of participant demographics, including language, age, and income.

We will submit an **administrative draft plan**, to be reviewed by County and City staff. Upon receiving a consolidated, non-contradictory set of edit requests from the County and City staff, our team will finalize the draft and provide a **final draft plan**.

6.2 Approval Support

The project team will support the plan approval process by attending virtual and in-person meetings with local and/or regional commissions, committees, or other elected bodies. To support these meetings, the project team will also develop clear and concise PowerPoint presentations that summarize key aspects of the plan and the work completed to date. As needed, we will also provide supporting analysis, documentation, exhibits, and materials for other presentations and stakeholder conversations to be conducted by City and County staff.

6.3 Final Plan

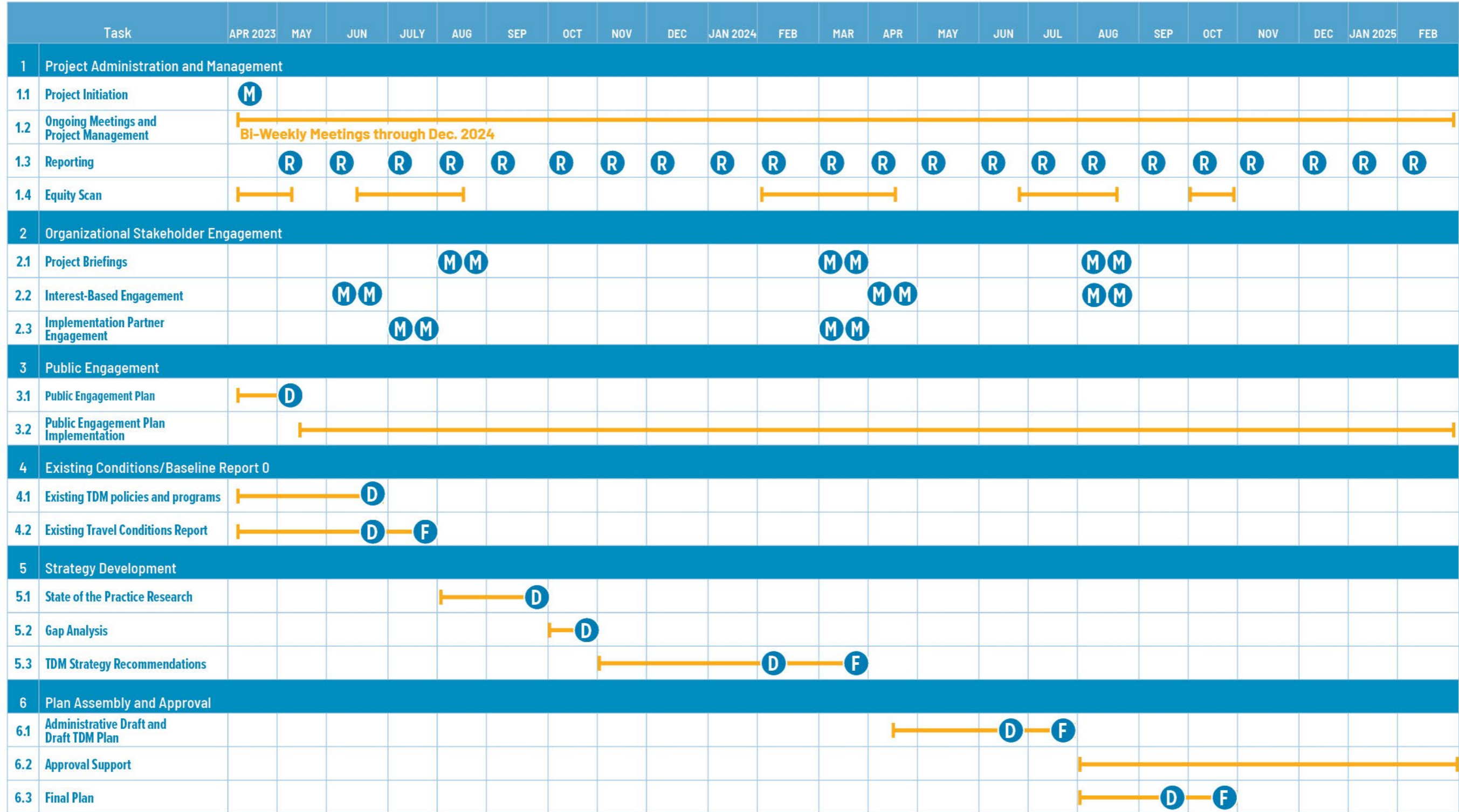
After County and City staff have reviewed the draft TDM plan and provided a single set of non-conflicting comments, we will produce a final, approval-ready Midcoastside TDM plan. We will package and deliver an electronic version of the plan document to the City and County, along with all supporting exhibits, files, and appendices.

Deliverables:

- Administrative draft and draft Midcoastside TDM plan
- Attendance and presentation materials for up to 6 total meetings with local and/or regional commissions, committees, or other elected bodies (attendance at up to 2 meetings may be in-person)
- Final Midcoastside TDM plan

Project Schedule

We anticipate that the Midcoastside TDM Plan will be completed by February 2025. We are able to accelerate or decelerate the timeline to accommodate the County of San Mateo's schedule. Our proposed project schedule is detailed below.



KEY			
M	Meeting	D	Deliverable
R	Report	F	Final Deliverable

County-Provided Equipment

During the engagement process, our team anticipates that the County will provide access to meeting rooms that will be appropriate for the occasion (i.e. Senior Centers are ideal for larger meetings) and audio/visual equipment.

Project Work and Knowledge Transition

At the end of the contract period, all work and knowledge will be transitioned to the County and City for ownership of the materials. We will send materials via email through filesharing websites where files can be easily downloaded and saved by the County and City. Files will be provided in Word or Shapefile for GIS items. The Nelson\Nygaard team is happy to provide files through other methods or formats if the County and City has a preference.

Exhibit B

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

Contractor shall submit monthly invoices for Services rendered during the prior month to planning_fiscal@smcgov.org, identifying the Agreement Number, specific work completed, the contract do-not-exceed amount of Two Hundred Eighteen Thousand Eight Hundred Forty Dollars (\$218,840). County shall pay Contractor within thirty (30) business days of receipt of a satisfactory invoice.

Fee Proposal

Personnel Position	Prime consultant						Subconsultant(s) ¹										Sub Total Hrs	Direct Expenses	Sub Total \$	Consultant Team Total Hours	Consultant Team Direct Expenses	TOTAL \$
	Phil Olmstead, Principal I	Tien-Tien Chan, Principal I	Meghan Weir, Principal II	Alex Mercuri, Senior Associate II	Alejo Alvarado, Associate I	Data Analyst	Kendall Flint, Project Manager, DKS	A. Haag, Deputy Task Manager, DKS	E. Aguilar/ C. Chavez Spanish Language Support, DKS	DKS Creative Services	DKS Admin	Chris Lepe, Equity Lead, MPS										
Billing Rate (\$/hour)	\$ 205	\$ 205	\$ 225	\$ 170	\$ 115	\$ 135	\$ 270	\$ 170	\$ 150	\$ 160	\$ 125	\$ 280										
Tasks	Hours	Hours	Hours	Hours	Hours	Hours	Prime Total Hrs	Direct Expenses	Prime Total \$	Hours	Hours	Hours	Hours	Hours	Hours	Sub Total Hrs	Direct Expenses	Sub Total \$	Consultant Team Total Hours	Consultant Team Direct Expenses	TOTAL \$	
Task 1: Project Administration and Management																		\$ 17,280.00	194	\$ -	\$ 44,130.00	
Project Management and QA/QC	4	8	4	8			24		\$ 4,720.00							0		\$ -	24	\$ -	\$ 4,720.00	
1.1 Project Initiation	2	4	2	4	2		14		\$ 2,590.00							0		\$ -	14	\$ -	\$ 2,590.00	
1.2 Ongoing Meetings and Project Management		16		40			56		\$ 10,080.00	24	24					48		\$ 10,560.00	104	\$ -	\$ 20,640.00	
1.3 Agency Reporting		8		8			16		\$ 3,000.00							0		\$ -	16	\$ -	\$ 3,000.00	
1.4 Equity Scan		8	4				12		\$ 2,540.00							24		\$ 6,720.00	36	\$ -	\$ 9,260.00	
Task Deliverables		8		8	8		24		\$ 3,920.00							0		\$ -	24	\$ -	\$ 3,920.00	
Task 2: Organizational Stakeholder Engagement																		\$ 19,680.00	220	\$ 400.00	\$ 40,270.00	
2.1 Project Briefings	1	6	1	10	6	4	28		\$ 4,590.00	12	12					24		\$ 5,280.00	52	\$ -	\$ 9,870.00	
2.2 Interest-Based Engagement	1	8	1	12	8	4	34	\$ 400.00	\$ 5,970.00	12	12					24		\$ 5,280.00	58	\$ 400.00	\$ 11,250.00	
2.3 Implementation Partner Engagement	1	8	1	10	8	4	32		\$ 5,230.00	12	24	12				48		\$ 9,120.00	80	\$ -	\$ 14,350.00	
Task Deliverables		8		10	8	4	30		\$ 4,800.00							0		\$ -	30	\$ -	\$ 4,800.00	
Task 3: Public Engagement																		\$ 50,840.00	300	\$ 4,800.00	\$ 58,470.00	
3.1 Public Engagement Plan	2	4	2	8	4		20		\$ 3,500.00	12					2	14		\$ 3,800.00	34	\$ -	\$ 7,300.00	
3.2 Public Engagement Implementation		4		8	4		16	\$ 400.00	\$ 3,040.00	36	60	60	60	24		242	\$ 4,400.00	\$ 46,480.00	258	\$ 4,800.00	\$ 49,520.00	
Task Deliverables		2		4			6		\$ 1,090.00						2	2		\$ 560.00	8	\$ -	\$ 1,650.00	
Task 4: Existing Conditions/Baseline Report																		\$ 1,120.00	162	\$ -	\$ 23,430.00	
4.1 Existing TDM policies and programs		4		16	24	8	52		\$ 7,380.00						2	2		\$ 560.00	54	\$ -	\$ 7,940.00	
4.2 Existing Travel Conditions Report		4	2	16	40	24	86		\$ 11,830.00						2	2		\$ 560.00	88	\$ -	\$ 12,390.00	
Task Deliverables		4		8	8		20		\$ 3,100.00						0	0		\$ -	20	\$ -	\$ 3,100.00	
Task 5: Strategy Development																		\$ 1,120.00	220	\$ -	\$ 39,980.00	
5.1 State of the Practice Research	16	35	16	32	16	8	123		\$ 22,415.00						2	2		\$ 560.00	125	\$ -	\$ 22,975.00	
5.2 Gap Analysis		5		8	8		21		\$ 3,305.00						2	2		\$ 560.00	23	\$ -	\$ 3,865.00	
5.3 TDM Strategy Recommendations	8	20	4	20	8		52		\$ 10,040.00						0	0		\$ -	52	\$ -	\$ 10,040.00	
Task Deliverables		4		8	8		20		\$ 3,100.00						0	0		\$ -	20	\$ -	\$ 3,100.00	
Task 6: Plan Assembly and Approval																		\$ 560.00	72	\$ 200.00	\$ 12,560.00	
6.1 Plan Assembly		6		10	8	4	28		\$ 4,390.00							0		\$ -	28	\$ -	\$ 4,390.00	
6.2 Approval Support		12		12	12		24	\$ 200.00	\$ 4,700.00						2	2		\$ 560.00	26	\$ 200.00	\$ 5,260.00	
6.3 Final Plan		4		8	4	2	18		\$ 2,910.00						0	0		\$ -	18	\$ -	\$ 2,910.00	
TOTAL HOURS	35	190	37	268	164	62	756	n/a	n/a	108	132	72	60	24	40	436	n/a	n/a	1192	n/a	n/a	
TOTAL COST	\$ 7,175.00	\$ 38,950.00	\$ 8,325.00	\$ 45,560.00	\$ 18,860.00	\$ 8,370.00	n/a	\$ 1,000.00	\$ 128,240.00	\$ 29,160.00	\$ 22,440.00	\$ 10,800.00	\$ 9,600.00	\$ 3,000.00	\$ 11,200.00	n/a	\$ 4,400.00	\$ 90,600.00	n/a	\$ 5,400.00	\$ 218,840.00	

Footnotes
 1) Please add columns and rows to provide more space to add personnel and subconsultants and/or tasks as needed.
 2) Cells in red font indicate formulas. If table is modified, ensure totals are accurate.

Fee Proposal - continued

Prime Consultant Non-Labor Itemized Direct Cost Items	Task #	Cost
<i>Materials and Supplies</i>		
<i>Travel Expenses</i>		
Task 2 - travel to 2 interest group meetings	2.2	400
Task 3 - travel to 2 workshops	3.2	400
Task 6 - travel to 2 presentations	6.2	200
<i>Other Direct Costs</i>		
TOTAL COST		1000

Subconsultant(s) Non-Labor Itemized Direct Cost Items ¹	Task #	Cost
<i>Materials and Supplies</i>		
Social Pinpoint, website, printing/refreshmen	3.2	2000
estimated payment for engagement (e.g. gift cards)	3.2	2000
<i>Travel Expenses</i>		
<i>Other Direct Costs</i>		
TOTAL COST		4000

1) Provide non-labor direct costs for each subconsultant

Total Consultant Team Non-Labor Itemized Direct Cost Items	Task #	Cost
<i>Materials and Supplies</i>		
<i>Travel Expenses</i>		
<i>Other Direct Costs</i>		
TOTAL COST		0