

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside

BOARD MEETING NOTICE

Meeting No. 237

DATE: Thursday, August 11, 2011

TIME: **6:30 P.M. Board Meeting**

PLACE: San Mateo County Transit District Office
1250 San Carlos Avenue, Second Floor Auditorium
San Carlos, CA

PARKING: Available adjacent to and behind building.
Please note the underground parking garage is no longer open.

PUBLIC TRANSIT: SamTrans Bus: Lines 261, 295, 297, 390, 391, 397, PX, KX.
CalTrain: San Carlos Station.
Trip Planner: <http://transit.511.org>

1.0 CALL TO ORDER/ ROLL CALL

2.0 PLEDGE OF ALLEGIANCE

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 General discussion with PG&E to improve communications with the cities and the County. p. 1

5.0 CONSENT AGENDA

Consent Agenda items are considered to be routine and will be enacted by one motion. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

5.1 Approval of the Minutes of Regular Business Meeting No. 236 dated June 9, 2011.

ACTION p. 3

- 5.2 Contracts approved by the C/CAG Chair or Executive Director in accordance with the adopted procurement Policy. INFORMATION p. 9
- 5.2.1 Contract between C/CAG and Nimbus. for graphics and document preparation for the Countywide Transportation Plan for a total amount of \$20,000. p. 11
- 5.3 Approval of Resolution 11-38 authorizing the C/CAG Chair to execute an amendment to the original agreement with San Mateo County Transit District (SamTrans) for an additional \$30,000 to a new contract amount not to exceed \$200,000 and a time extension for Community Based Transportation Planning Services. ACTION p. 19
- 5.4 Review and approval of Resolution 11-40 authorizing the C/CAG chair to execute Amendment No. 1 to the Agreement with Mokhtari Engineering Inc. for an additional \$150,000 to a new amount not to exceed \$250,000 and a one year time extension for project management services on the Smart Corridors Project. ACTION p. 25
- 5.5 Review and approval of Resolution 11-46 authorizing the C/CAG Chair to execute Amendment No 2 to Funding Agreement between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of 511 Regional Ridesharing and Bicycling Program Activities. ACTION p. 35
- 5.6 Review and approval of Resolution 11-47 authorizing the C/CAG Chair to execute the Amendment 1 to the Agreement Between City/County Association of Governments and the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$70,000 for performance of the Regional Ridesharing and Bicycling Program activities. ACTION p. 67
- 5.7 Review and approval of the Final Willow Road/University Avenue Traffic Operations Study and Recommended Near-Term Improvements ACTION p. 71
- 5.8 Contracts approved by the C/CAG Chair or Executive Director in accordance with past C/CAG Board action for the San Mateo County Smart Corridor - Southern Segment project (between Whipple Ave. in Redwood City and the Santa Clara County Line). INFORMATION p. 135
- 5.8.1 Contract between C/CAG and Republic ITS for evaluation of the existing conduits in Smart Corridor - Southern Segment for total amount of \$4,000.00. p. 139
- 5.8.2 Contract between C/CAG and LSA Associates for preparation of the required environmental documents for Smart Corridor - Southern Segment for total amount of \$45,365.00. p. 143
- 5.8.3 Contract between C/CAG and Iteris, Inc. for design of Smart Corridor - Southern Segment for total amount of \$129,740.00. p. 157
- 5.9 Review and approval of Resolution 11-41 authorizing the C/CAG Chair to execute amendments to the agreements with various cities and the Peninsula Traffic Congestion Relief Alliance for an amount not to exceed \$645,982 and Resolution 11-42 authorizing the C/CAG Chair to execute the funding agreement with the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$15,000 for the provision of Congestion Relief Program shuttle services from July 1, 2011 through June 30, 2012. ACTION p. 175

- 5.10 Review and approval of Resolution 11-43 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$527,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services. ACTION p. 195
- 5.11 Review and approval of Resolution 11-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting and staff support services at a net cost to C/CAG of not to exceed \$100,000 for the fiscal year 2011-12. ACTION p. 199
- 5.12 Review and approval of the C/CAG response to the Metropolitan Transportation Commissions One Bay Area Grant - Cycle 2 proposal ACTION p. 211
- 5.13 Review and adoption of Resolution 11-49 classifying the various components of fund balance as defined in Governmental Accounting Standards Board (GASB) Statement Number 54. ACTION p. 239
- 5.14 Adoption of Resolution No.11-39 Authorizing the C/CAG Chair to Execute an Agreement Between C/CAG and Hara Software, Inc. to Provide Climate Action Planning Software for an Amount Not to Exceed \$200,000. ACTION p. 249

NOTE: All items on the Consent Agenda are approved/accepted by a majority vote. A request must be made at the beginning of the meeting to move any item from the Consent Agenda to the Regular Agenda.

6.0 REGULAR AGENDA

- 6.1 Review and approval of C/CAG Legislative priorities, positions, and legislative update. (A position may be taken on any legislation, including legislation not previously identified.) ACTION p. 273
- 6.2 Review, and approval of contracts with the Peninsula Congestion Relief Alliance.
 - 6.2.1 Review and approval of Resolution 11-44 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$414,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program. ACTION p. 283
 - 6.2.2 Review and approval of Resolution 11-45 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$512,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2011/2012. ACTION p. 287
- 6.3 Review and approval of Resolution 11-30 authorizing the adoption of the San Mateo County Transportation Development Act (TDA) Article 3 Program for Fiscal Year 2011/12 for \$1,138,972. ACTION p. 301

6.4 Receive an update on ramp-metering turn-on along southbound I-280 (during morning commute hours) between Daly City and San Bruno. INFORMATION p. 309

6.5 Executive Director Presentation on C/CAG's FY 10-11 Performance. INFORMATION p. 311

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

7.2 Chairperson's Report.

7.3 Boardmembers Report

8.0 EXECUTIVE DIRECTOR'S REPORT

9.0 COMMUNICATIONS - Information Only

Copies of communications are included for C/CAG Board Members and Alternates only. To request a copy of the communications, contact Nancy Blair at 650 599-1406 or nblair@co.sanmateo.ca.us or download a copy from C/CAG's website – www.ccag.ca.gov.

9.1 Letter from John Langbein, Redwood City, CA, to Tom Kasten, Chairperson, C/CAG, Rosanne Foust, Chairperson, TA, Richard Napier, Executive Director, C/CAG, Michael Scanlon, Executive Director, TA, Carole Groom, President, Board of Supervisors, dated 6/24/10, Re: Ranking of future proposals for Bike/Ped funding from TA and TDA. p. 313

9.2. Letter from Richard Napier, Executive Director C/CAG, to Nancy Patton, Assistant Executive Director, Commission on State Mandates, dated 7/6/11. Re: Test Claim No. 10-TC-01. Request for Extension of Time to Submit Written Rebuttal Comments. p. 315

9.3 Letter from Bob Grassilli, C/CAG Chair, to Honorable Kevin Mullin, Mayor, City of South San Francisco, dated 7/6/11. Re: C/CAG Board Review/Action on the City of South San Francisco *El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment*. p. 317

9.4 Letter from Richard Napier, Executive Director C/CAG, to Steve Heminger, Executive Director, Metropolitan Transportation Commission, dated 6/21/11. Subject: One Bay Area Grant Proposal. p. 321

9.5 Letter from Richard Napier, Executive Director C/CAG, to Mr. Peter Rogoff, Administrator, U.S. Department of Transportation, dated 7/25/11. Re: FTA Section 5309 Bus and Bus Facilities Livability Program Grant Application San Carlos Multi-Modal Transit Center Project. p. 323

9.6 Letter from Dave Carbone, C/CAG Staff, to Ms. Audrey Park, San Francisco International Airport, dated 7/27/11. Re: C/CAG Airport Land Use Committee (ALUC) Staff Comments on the Relevant Content of a *Draft Environmental Assessment (EA) for the Proposed Runway Safety Area (RSA) Program at San Francisco International Airport June 2011*. p. 325

10.0 ADJOURN

Next scheduled meeting: September 8, 2011 Regular Board Meeting.

PUBLIC NOTICING: All notices of C/CAG Board and Committee meetings will be posted at San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA.

PUBLIC RECORDS: Public records that relate to any item on the open session agenda for a regular board meeting are available for public inspection. Those records that are distributed less than 72 hours prior to the meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members of the Board. The Board has designated the City/ County Association of Governments of San Mateo County (C/CAG), located at 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making those public records available for inspection. The documents are also available on the C/CAG Internet Website, at the link for agendas for upcoming meetings. The website is located at: <http://www.ccag.ca.gov>.

NOTE: Persons with disabilities who require auxiliary aids or services in attending and participating in this meeting should contact Nancy Blair at 650 599-1406, five working days prior to the meeting date.

If you have any questions about the C/CAG Board Agenda, please contact C/CAG Staff:

Executive Director: Richard Napier 650 599-1420 Administrative Assistant: Nancy Blair 650 599-1406

FUTURE MEETINGS

August 04,2011	SCS/ RHNA Technical Advisory Committee - San Carlos Library 1:30 P.M.
August 11, 2011	Legislative Committee - SamTrans 2 nd Floor Auditorium - 5:30 p.m.
August 11, 2011	C/CAG Board - SamTrans 2 nd Floor Auditorium - 6:30 p.m.
August 16, 2011	NPDES Technical Advisory Committee - to be determined - 10:00 a.m.
August 18, 2011	Resource Management and Climate Protection Committee (RMCP)
August 18, 2011	CMP Technical Advisory Committee - SamTrans 2 nd Floor Auditorium - 3:00 p.m. Conference Room C - 7:00 p.m.
August 18, 2011	Airport Land Use Commission - Burlingame City Hall - Council Chambers – 4:00 P.M.
August 22, 2011	Administrators' Advisory Committee - 555 County Center, 5 th Fl, Redwood City – Noon
August 25, 2011	Bicycle and Pedestrian Advisory Committee (BPAC) - San Mateo City Hall -
August 29, 2011	CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.

C/CAG AGENDA REPORT

Date: August 11, 2011
TO: C/CAG Board of Directors
From: Bob Grassilli, Chair- C/CAG
Subject: General discussion with PG&E to improve communications with the cities and the County.

(For further information or response to questions, contact Richard Napier at 650 599-1420)

At the June meeting the Board requested a PG&E manager attend the August Board Meeting to have a discussion with the Board. Bob Grassilli - C/CAG Chair, Deborah Gordon - Board Member, Richard Napier - Executive Director, and Sandy Wong - Deputy Executive Director met with PG&E staff to clarify the Board request to have a discussion with PG&E management. It was emphasized that the intent was to enter into a constructive dialogue with PG&E management about systematic changes that could improve communications with the cities and the County. It was further emphasized that given the topic of this discussion it was important to have a PG&E manager that was at a level that could make a commitment and implement these changes.

PG&E has committed Jess Brown - Director, Customer Care, Enterprise Energy Solutions and Service to make a presentation and have this discussion with the C/CAG Board. Attached is Mr. Brown's resume. Mr. Brown's numerous management positions at PG&E should provide a good perspective on PG&E and the potential changes that need to be made.

As mentioned previously the intent was to enter into a constructive dialogue with PG&E management about systematic changes that could improve communications with the cities and the County. Toward that end I would like to make the following suggestions.

- 1- Focus on systematic issues that would improve communications with the cities and the County.
- 2- Do not focus on detailed local issues that likely could not be responded to at the meeting.
- 3- Provide constructive and positive comments.
- 4- Be respectful of a difference of opinion.

If this discussion is constructive to both parties it will create the opportunity for further dialog in the future.

One hour has been allocated which should provide the opportunity for everyone to make comments. Your assistance in making this a successful discussion is appreciated.

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Jess A. Brown
Director, Energy Solutions & Service

Jess, 49, joined Pacific Gas and Electric Company in 1984 as an engineer, and spent ten years in engineering design and program management roles. He then worked in marketing and customer services organizations before moving to PG&E Energy Services, a retail affiliate, in 1996 as Director of Corporate Planning and assistant to the CEO. Jess returned to the utility in 2000, and has held various leadership roles in business development, energy program development and core business transformation. He led the Advanced Metering Infrastructure (AMI) initiative and Statewide Pricing Pilot (which led to SmartMeter), launched the Self-Generation Incentive Program (SGIP) establishing PG&E's solar footprint, and led the strategic and business architect phase of PG&E's Business Transformation. He became Director, Energy Solutions & Service (formerly Service & Sales) in 2010.

Jess has a Bachelor of Science degree in mechanical engineering from the University of California, Berkeley, and an M.B.A. from the Haas School of Business. He is a registered Professional Mechanical Engineer in California.

Jess resides in Fremont with his wife Suzette and two sons, 16 and 20 years old. In his free time, Jess enjoys swimming and spending time with his family.

Senior Leadership Positions at PG&E:

2010 -- Director, Energy Solutions & Service
2007 to 2009 – Director, Service & Sales, Bay Region and Corporate
2006 to 2007 – Director, Business Customer Services Project
2004 to 2006 – Director, Business Transformation, Business Architecture & Integration
2002 to 2004 – Director, Energy Program Services
2000 to 2001 – Director, Business Development
1996 to 2000 – Director, Corporate Planning – Assistant to the CEO, PG&E Energy Services

C/CAG

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Meeting No. 236
June 9, 2011

1.0 CALL TO ORDER/ROLL CALL

Chair Grassilli called the meeting to order at 6:30 p.m. Roll Call was taken.

Jerry Carlson - Atherton
Sepi Richardson - Brisbane
Terry Nagel - Burlingame
Joe Silva - Colma
David Canepa - Daly City
Carlos Romero - East Palo Alto
Linda Koelling - Foster City
Naomi Patridge - Half Moon Bay
Jay Benton - Hillsborough
Kirsten Keith - Menlo Park (6:39)
Marge Colapietro - Millbrae
Maryann Moise Derwin - Portola Valley
Jeffrey Gee - Redwood City
Bob Grassilli - San Carlos
Brandt Grotte - San Mateo
Don Horsely - San Mateo County, County Transportation Authority
Kevin Mullin - South San Francisco, San Mateo County Transit District
Deborah Gordon - Woodside

Absent,
Belmont
Pacifica
San Bruno

Others:

Richard Napier, Executive Director, C/CAG
Nancy Blair, C/CAG Staff
Sandy Wong, Deputy Director C/CAG
Lee Thompson, C/CAG Legal Counsel
John Hoang, C/CAG Staff
Jean Higaki, C/CAG Staff
Joe Kott, C/CAG Staff
Tom Madalena, C/CAG Staff
Kim Springer, San Mateo County
Joe La Mariana, San Mateo County
Susan Wright, San Mateo County

ITEM 5.1

Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member
Christine Maley-Grubl, Alliance
Irvin David, Sierra Club
Will Travis, SF Bay Conservation Development Commission
Jerry Hill, Assemblymember, 19th Assembly District

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Assemblymember Jerry Hill, 19th Assembly District, thanked the C/CAG Board for supporting two pieces of legislation he had authored.

AB 56 - This is related to the San Bruno explosion of 9/9/10. It provides reforms within the Public Utilities Commissions and PG&E to require certain equipment and standards for natural gas distribution. Encourages PG&E to put a greater emphasis on safety. Based on support of this legislation, it has passed through the Assembly and is now in the Senate.

AB 356 - This is to address the negative impacts of the local hire ordinance that San Francisco had passed. That ordinance is discriminatory against workers in San Mateo County who would work on Public Works projects that San Francisco had within their jurisdiction. It also discriminated against the disadvantaged of San Mateo County. It placed a higher value for the disadvantaged of San Francisco over the disadvantaged of San Mateo County. An agreement was reached between San Mateo County and San Francisco County that meets the needs of San Mateo County workers, especially in the construction trades. Therefore, it isn't necessary to proceed with the legislation.

Assembly Member Hill answered questions.

Public Speaker Irvin David, Sierra Club, commented on Item 9.1.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 PRESENTATION

Will Travis, Executive Director, of the SF Bay Conservation Development Commission made a presentation on the proposed Basin Plan Amendment

5.0 CONSENT AGENDA

Board Member Richardson MOVED approval of Items 5.1, 5.2, 5.4, 5.5, 5.6, 5.7, 5.10, 5.11, and 5.12. Board Member Colapietro SECONDED. **MOTION CARRIED** 17-0.

5.1 Approval of the Minutes of Regular Business Meeting No. 235 dated May 12, 2011.

APPROVED

5.2 Review and approval of Resolution 11-26 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for up to \$50,000 for staff services provided to the Resource Management and Climate Protection Committee and for C/CAG as the Local Task Force.

APPROVED

- 5.4 Review and approval of Resolution 11-31 authorizing the C/CAG Chair to execute an amendment to the agreement with Alta Planning + Design for an additional \$10,160 for a new contract amount not to exceed \$200,000 and time extension for the San Mateo County Comprehensive Bicycle and Pedestrian Plan project. APPROVED
- 5.5 Consideration/Approval of an Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of South San Francisco, Re: El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment. APPROVED
- 5.6 Review and approval of Resolution 11-33 authorizing the C/CAG Chair to execute a three-year technical consultant contract with San Mateo County for a cost of \$1,075,839 for support of the Countywide Water Pollution Prevention Program in Fiscal Years 2011-14. APPROVED
- 5.7 Review and approval of Resolution 11-34 authorizing the C/CAG Chair to execute a one-year extension to the technical consultant contract with Eisenberg, Olivieri, and Associates, Inc., for a cost not to exceed \$1,130,148 for support of the Countywide Water Pollution Prevention Program in Fiscal Year 2011-12. APPROVED
- 5.10 Review and approval of a commitment of up to \$70,000 in local match in partnership with the San Mateo County Transit District (SamTrans) on the Transportation, Community, and System Preservation Program grant application. APPROVED
- 5.11 Review and conceptual approval of investing up to \$2,000,000 in discretionary Transportation Enhancement (TE) funds for the construction of a Complete Street project on the El Camino Real/Mission Street. APPROVED
- 5.12 Review and approval of the City of East Palo Alto's Request for a Time Extension to Complete the Transportation Development Act Article 3 funded Pedestrian Trail Project. APPROVED

Items 5.3, 5.8, and 5.9 were removed from the Consent Calendar.

- 5.3 Update on the San Mateo County Energy Watch, Local Government Partnership with Pacific Gas and Electric Company. INFORMATION

Staff answered questions. An annual report will be provided in the future.

- 5.8 Approval of draft letter from C/CAG to the California Public Utilities Commission. NO ACTION TAKEN

A decision was made by the Legislative Committee to remove the letter.

The Legislative Committee recommended that the C/CAG Board invite a Senior PG&E Executive, and a PG&E Board Member to the August C/CAG Board meeting to discuss communications and coordination with local communities, and PG&E's strategy going forward to address community concerns.

No action was taken.

- 5.9 Letter from C/CAG to the Association of Bay Area Governments commenting on the SCS Initial Vision Scenario. INFORMATION

Staff responded to questions.

6.0 REGULAR AGENDA

- 6.1 Review and approval of C/CAG Legislative priorities, positions, and legislative update. (A position may be taken on any legislation, including legislation not previously identified.) APPROVED

Staff provided an update on activities and legislation in Sacramento.

- 6.2 Review and approval of Resolution 11-30 approving the C/CAG 2011-12 Program Budget and Fees. (Special voting procedures apply.) APPROVED

Board Member Koelling MOVED approval of Item 6.2. Board Member Carlson SECONDED. **MOTION CARRIED** 18-0.

A Super Majority Vote was taken by roll call. **MOTION CARRIED** 18-0. Results: 18 Agencies approving. This represents 86% of the Agencies representing 85% of the population.

- 6.3 Presentation on PG&E and BAAQMD Grant, Climate Action Plan Template Project, Scope of Work and Timeline. INFORMATION

- 6.3.1 Review and approval of Resolution 11-35 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo to Provide Staff Services for the Administration of a Bay Area Air Quality Management District Climate Action Plan Template Grant in an Amount not to Exceed \$25,000.00 for fiscal year 2011-12. APPROVED

Board Member Richardson MOVED approval of Item 6.3. Board Member Keith SECONDED. **MOTION CARRIED** 18-0.

- 6.4 Review and approval of a proposal to develop the Smart Corridor - Southern Segment project (between Whipple Ave in Redwood City and the Santa Clara County Line). APPROVED

Staff requested under Fiscal Impact, the language be changed to read:
"Final contracts for environmental and design work will be presented to C/CAG Board for **information** at a later date."

Board Member Richardson MOVED approval of Item 6.4. Board Member Romero SECONDED. **MOTION CARRIED** 18-0.

- 6.5 Review and approval of Resolution 11-37 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2011/2012 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for an amount up to \$987,566.04. APPROVED

Board Member Mullin MOVED approval of Item 6.5. Board Member Colapietro SECONDED. **MOTION CARRIED** 18-0.

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

None.

7.2 Chairperson's Report.

None.

7.3 Boardmembers Report

Boardmember Richardson asked that when a Boardmember is speaking, or asking questions, that they not be interrupted or rushed. If more time is needed, then a motion can be made to continue the meeting past the designated ending time of 8:30 p.m.

Boardmember Keith thanked the Executive Director for working with her and the Menlo Park Council regarding a letter, on their Council's agenda, about including Alameda de Las Pulgas in the Bicycle and Pedestrian Plan for the County.

Boardmember Canepa thanked the C/CAG Board and the Executive Director regarding the Top of the Hill project in Daly City.

Boardmember Koelling asked that the Executive Director reinforce with Advocation that Prop. 22 was passed, and Advocation needs to be on top of the Bills that could have potential of taking away local control.

8.0 EXECUTIVE DIRECTOR'S REPORT

Discussed the Finance Report.

C/CAG will be moving their office at 555 County Center, from the 5th Floor to the 4th Floor.

9.0 COMMUNICATIONS - Information Only

Copies of communications are included for C/CAG Board Members and Alternates only. To request a copy of the communications, contact Nancy Blair at 650 599-1406 or nblair@co.sanmateo.ca.us or download a copy from C/CAG's website – www.ccag.ca.gov.

9.1 Letter from Richard Napier, Executive Director C/CAG, to Doug Kimsey, Planning Manager, Metropolitan Transportation Commission, dated 5/17/11. Re: Projects recommended for inclusion in Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) from San Mateo County.

9.2 Letter from Richard Napier, Executive Director C/CAG, to Honorable Jerry Hill, Member of the California State Assembly, 19th District, dated 5/16/11. Re: AB 56.

9.3 Letter from Bob Grassilli, C/CAG Chair, to Adrienne Tissier, Chair, Metropolitan Transportation Commission, dated 5/26/11. Re: Support of the Metropolitan Transportation Commission "fix-it-first" policy.

10.0 ADJOURN

The meeting adjourned at 8:12 p.m.

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Contracts approved by the C/CAG Chair or Executive Director in accordance with the adopted procurement Policy.

(For further information or questions contact Joseph Kott at 599-1453)

RECOMMENDATIONS

This item is for information only.

BACKGROUND/DISCUSSION

The C/AG Procurement Policy stipulates the following for contracts in the amount of \$5,001 to \$25,000: "The C/CAG Executive Director shall be authorized to execute contracts \$25,000 and below without the prior approval of the Board. The Board shall be notified of such contracts executed at the next scheduled Board meeting following such execution."

Only one contract was executed last month in this category. C/CAG Chair Grassilli signed an agreement with Nimbus Design, Inc. for up to \$20,000 in graphics design work for the Countywide Transportation Plan 2035 (Attachment A).

ATTACHMENTS

A. Agreement between C/CAG and Nimbus Design, Inc.

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND NIMBUS DESIGN, INC.

This Agreement entered this 20th Day of June, 2011, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and NIMBUS DESIGN, INC., hereinafter called "Contractor."

WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding for On-Call Graphics Design support for preparation of the San Mateo Countywide Transportation Plan; and

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor, as authorized by C/CAG on a Task Order basis. In consideration of the payments hereinafter set forth, Consultant agrees to provide C/CAG with assistance and services related to the On Call Graphics Design support for preparation of the San Mateo Countywide Transportation Plan.
2. Payments. In consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit A not to exceed a maximum amount of twenty thousand dollars (\$20,000).
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of July 1, 2011 and shall terminate on June 30, 2012; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of

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termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.

6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement.

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

7. Non-discrimination. The Contractor and its subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
8. Accessibility of Services to Disabled Persons. The Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
9. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
10. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
11. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

12. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

13. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

Contractor

By



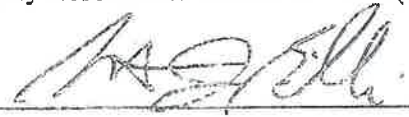
6/20/2011
Date

Contractor Legal Counsel

By

City/County Association of Governments (C/CAG)

By



Date

C/CAG Chairman

By



Date

**EXHIBIT A:
ON CALL GRAPHICS DESIGN RATE SCHEDULE**

IV. Cost Chart for On Call Graphical Tasks

City/County Association of Governments of San Mateo County

Hourly Rate

Concept Development, Copywriting, Slogan Development	\$125
Art Director	\$125
Senior Designer	\$100
Project Manager	\$95
Digital Media / Web Design / New Media	\$125
Attendance at Design Meetings	\$100
Technical or Information Architecture	\$150
High-Level Programming and Testing	\$100-150
Translations	Depending on the language required, the project will be quoted based on the word count of the original document
Media Relations	This cost can vary greatly and therefore depend upon the types of tasks that are needed for public relations and thus require more specifications. Upon receipt of more details, a precise rate will be provided so as to provide as accurate a rate as possible.
Video Shooting / Editing	These costs depend on the type of video format needing to be shot as well as the intended audience for the video. Depending upon many specifications, the cost may vary and a precise rate will be provided upon receipt of these specifications.

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, C/CAG Executive Director

Subject: Approval of Resolution 11-38 authorizing the C/CAG Chair to execute an amendment to the original agreement with San Mateo County Transit District (SamTrans) for an additional \$30,000 to a new contract amount not to exceed \$200,000 and a time extension for Community Based Transportation Planning Services.

(For further information contact Jean Higaki at 599-1562)

RECOMMENDATION

That the C/CAG Board approve Resolution 11-38 authorizing the C/CAG Chair to execute an amendment to the original agreement with San Mateo County Transit District (SamTrans) for an additional \$30,000 to a new contract amount not to exceed \$200,000 and a time extension for Community Based Transportation Planning Services.

FISCAL IMPACT

An additional \$30,000 from C/CAG Congestion Relief Funds, which is included in the fiscal year 11/12 Budget.

SOURCE OF FUNDS

C/CAG will provide an additional \$30,000 in Local match from Congestion Relief Funds.

BACKGROUND/DISCUSSION

About Community Based Transportation Plans (CBTP)

In 2001, the Metropolitan Transportation Commission (MTC) implemented the Community Based Transportation Planning (CBTP) Program to look at transportation needs in economically disadvantaged communities (residents earning \$25,000 or less/year). MTC identified several "Communities of Concern" within San Mateo County, in parts of Daly City, South San Francisco / San Bruno, North San Mateo, and East Palo Alto / North Fair Oaks.

MTC has delegated the County level planning effort to the Congestion Management Agency (C/CAG) and the local transit operator (SamTrans). The results of these planning efforts identify

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transportation needs and ties into the Lifeline Transportation Program, which is designed to fund those identified needs.

CBTP Development Using Caltrans and MTC funds

In March 11, 2010, the C/CAG Board approved Resolution 10-09 authorizing the C/CAG Chair to execute a Funding Agreement with the San Mateo County Transit District (SamTrans) for an amount not to exceed \$170,000 for Community-Based Transportation Planning Services.

Under the agreement SamTrans is to deliver two planning documents. One plan, the "Countywide Transportation Plan for Low Income Populations," would address transportation needs for low-income populations countywide. The other plan, the "Community Based Transportation Plan for South San Francisco and San Bruno," would address the transportation needs of an MTC identified "community of concern."

Under the original agreement the MTC Community Based Transportation Planning (CBTP) Program will provide \$60,000 in funds. \$96,507 will come from a Caltrans Environmental Justice planning grant award. and C/CAG will provide up to \$15,000 in local match from Congestion Relief Funds. Under this amendment C/CAG funding will be raised by \$30,000 to a total of \$45,000.

Reason for Amendment

SamTrans developed their original budget with the anticipation of utilizing in-house staff to manage the project. As of June SamTrans has had to utilize consultant staff services to complete the project, increasing the projected cost of services by approximately \$20,000.

Additional reasons for the cost increase is the expansion of the outreach efforts. During initial meetings with City staff and stakeholders it was determined that additional areas of San Bruno and South San Francisco should be solicited for outreach. This essentially multiplied the outreach effort from 2,500 mailing residents to 8,000 mailing residents. The request for additional language accommodations at county wide community outreach workshops also increased the cost by approximately \$10,000.

The original agreement specified December 30, 2011 as the time of completion. Due to staffing issues associated with work on the Grand Boulevard Initiative, the overall schedule has been delayed by two months. The amended time of completion is February 29, 2012.

ATTACHMENTS

- Resolution 11-38
- Amendment No. 1 to the Agreement Between SamTrans and C/CAG

RESOLUTION 11-38

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE ORIGINAL AGREEMENT WITH SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) FOR AN ADDITIONAL \$30,000 TO A NEW CONTRACT AMOUNT NOT TO EXCEED \$200,000 AND A TIME EXTENSION FOR COMMUNITY BASED TRANSPORTATION PLANNING SERVICES

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, the Metropolitan Transportation Commission has implemented the Community Based Transportation Planning Program to look at transportation needs in economically disadvantaged communities, and

WHEREAS, the Metropolitan Transportation Commission will contribute up to \$60,000 to C/CAG for development of Community Based Transportation Plan for the City of South San Francisco/ City of San Bruno; and,

WHEREAS, the Board of Directors of the City/County Association of Governments and SamTrans are successful parties to a \$96,507 Environmental Justice; Context Sensitive Planning grant for two community involved transportation planning documents for the City of South San Francisco/ City of San Bruno, and a Countywide Transportation Plan for Low Income Populations; and,

WHEREAS, C/CAG and SamTrans have executed a Funding Agreement on June 10, 2010 for \$170,000 for SamTrans to develop a Community Based Transportation Plan for the City of South San Francisco and the City of San Bruno, and to develop a Countywide Transportation Plan for Low Income Populations; and,

WHEREAS, SamTrans and C/CAG staff have determined that it will need approximately \$30,000 in additional funds and approximately two months of additional time to complete the Community Based Transportation Planning efforts, and

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute an amendment to the original agreement with the San Mateo County Transit District for \$30,000 for a new contract amount not to exceed \$200,000 and for a time extension to February 29, 2012.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, C/CAG Chair

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
SAN MATEO COUNTY TRANSIT DISTRICT**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as "C/CAG") and San Mateo County Transit District (herein after referred to as "the District") are parties to an agreement originally dated June 10, 2010, to develop a Community Based Transportation Plan for the City of South San Francisco and the City of San Bruno, and to develop a Countywide Transportation Plan for Low Income Populations (herein after referred to as "the original agreement"); and

WHEREAS, the District and C/CAG staff have determined that additional funds are needed to complete the two plans due to:

- The use of consultant staff services to complete the project.
- Expansion of outreach areas and additional language accommodations at community outreach workshops; and

WHEREAS, an additional thirty thousand dollars (\$30,000) will be required to complete the additional work; and

WHEREAS, the District and C/CAG staff have determined that additional time is needed to complete all tasks and services under the original agreement; and

WHEREAS, the parties desire to amend the original agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and the District that the original funding agreement is amended as follows:

1. The maximum reimbursement to the District is increased by thirty thousand dollars (\$30,000). The new total maximum contract amount is two hundred thousand dollars (\$200,000).
2. The December 31, 2011 termination date is extended to February 29, 2012.
3. All other provisions of the funding agreement shall remain in full force and effect.
4. This amendment shall take effect upon execution by both parties.

IN WITNESS WHEREOF, this Amendment No. 1 to the original agreement to develop a Community Based Transportation Plan for the City of South San Francisco and the City of San Bruno, and to develop a Countywide Transportation Plan for Low Income Populations has been executed by the parties hereto.

City/County Association of Governments
(C/CAG)

San Mateo County Transit District
(SamTrans)

Bob Grassilli, Chair

Michael J. Scanlon, General Manager / CEO

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Legal Counsel for C/CAG

Attorney for the District

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 11-40 authorizing the C/CAG chair to execute Amendment No. 1 to the Agreement with Mokhtari Engineering Inc. for an additional \$150,000 to a new amount not to exceed \$250,000 and a one year time extension for project management services on the Smart Corridors Project

(For further information contact Jean Higaki at 599-1462)

RECOMMENDATION

That the C/CAG Board approve of Resolution 11-40 authorizing the C/CAG chair to execute Amendment No. 1 to the Agreement with Mokhtari Engineering Inc. for an additional \$150,000 to a new amount not to exceed \$250,000 and a one year time extension for project management services on the Smart Corridors Project.

FISCAL IMPACT

This amendment is for additional time and material for an amount not to exceed \$150,000. This amount is included in the Smart Corridor project budget.

SOURCE OF FUNDS

Fund source of the Smart Corridor Project Management Services will come from a combination of Traffic Light Synchronization Program (TLSP), State Transportation Improvement Program (STIP), and local funds.

BACKGROUND/DISCUSSION

The San Mateo County Smart Corridors project will implement inter-jurisdictional traffic management strategies by deploying integrated Intelligent Transportation Systems (ITS) elements along the portions of the US 101 corridor, SR 82 (El Camino Real), and local arterial streets. The Smart Corridors project, from I-380 in the City of San Bruno to Whipple Avenue in Redwood City, was awarded \$10M from the TLSP Program (Traffic Light Synchronization Program). C/CAG also programmed \$11M in the 2008 STIP (State Transportation Improvement Program) for a total project implementation (design and construction).

On February 12, 2009, the Board approved execution of a consultant contract with Mokhtari Engineering, Inc., for \$232,960, to provide project management services for the San Mateo

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County Smart Corridors Project for one year. Per that authorization, any extension or continuation beyond the current funding level would be presented to C/CAG Board for final approval.

On February 11, 2010, under the new procurement policy, the contract with Mokhtari Engineering, Inc. was extended by one year to February 12, 2011 with no additional funds added to the contract.

On February 10, 2011 a new contract for \$100,000 was executed with Mokhtari Engineering, Inc. for Project Management services for one year during the Smart Corridors construction and integration phase.

Reason for Amendment

In the last few months, C/CAG staff has submitted an application for additional funds to extend the project limits south to the Santa Clara county line. With the anticipation of an additional \$8,000,000-\$10,000,000 in funding for the project extension, C/CAG staff has directed Mokhtari Engineering to perform additional work not anticipated under the current contract. The resulting expenditures will exhaust the agreement funds by the end of September. As a result of the additional work, staff is requesting an amendment to add \$150,000 for a new total not to exceed \$250,000.

Due to the lack of state funding, the project construction and integration phases have been postponed. These phases are expected to resume once the state issues additional funds. The existing project management agreement is scheduled to terminate about the time that project funds are expected to be issued, therefore staff is also requesting a time extension for an additional year to change the existing termination date of February 12, 2012 to a new termination date of February 12, 2013.

Mokhtari Engineering, Inc. was originally selected through a formal RFP procedure two and a half years ago. It is requested that the RFP process be waived, for this contract, as the Project Manager has been successfully functioning as the project manager from the concept of operations through design.

Mokhtari Engineering is a primary focal point on the Smart Corridors project. He has an institutional knowledge of the project, and has developed a working relationship with Caltrans, the design consultants, and the Cities. Mokhtari Engineering also is highly familiar with the details of the current project limits and can facilitate development of the extended scope in a very condensed schedule. Conducting a request for proposal (RFP) to bring in a new project manager at this time would not benefit the project in time or cost.

ATTACHMENT

- Resolution 11-40
- Amendment No. 1 to the Agreement with Mokhtari Engineering Inc.

RESOLUTION 11-40

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT WITH MOKHTARI ENGINEERING INC. FOR AN ADDITIONAL \$150,000 TO A NEW AMOUNT NOT TO EXCEED \$250,000 AND A ONE YEAR TIME EXTENSION FOR PROJECT MANAGEMENT SERVICES ON THE SMART CORRIDORS PROJECT

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, C/CAG was awarded \$10M in funding from the Traffic Light Synchronization Program (TLSP), which is part of the Proposition 1B State Infrastructure Bond, and obtained an additional \$10M from the 2008 State Transportation Improvement Program (STIP) to implement a Smart Corridors ITS Project; and

WHEREAS, C/CAG determined that consulting services were needed to provide project management services for the Smart Corridors project; and

WHEREAS, the C/CAG selection committee selected Mokhtari Engineering, Inc. to provide these services; and

WHEREAS, Mokhtari Engineering, Inc. has been providing project management services for the Smart Corridors project for two and a half years; and

WHEREAS, C/CAG has determined that additional project management services are needed for the extension of the southern project limit to the Santa Clara county line; and

WHEREAS, C/CAG has determined that an additional one hundred fifty thousand dollars (\$150,000) is estimated to complete the additional work; and

WHEREAS, C/CAG has determined that continued project management services are required through construction completion and integration phase of the Smart Corridors ITS project; and

WHEREAS, C/CAG has determined that an additional one year time extension is needed to provide project management services through project completion under the original agreement;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute Amendment No 1. to the agreement with Mokhtari Engineering, Inc. to add \$150,000 for a new total not to exceed \$250,000 and for a time extension to February 12, 2013. It is also

resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by the C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY AND
MOKHTARI ENGINEERING, INC.**

This Amendment No. 1 to the Agreement between the City/County Association of Governments of San Mateo County and Mokhtari Engineering, Inc. ("Amendment") is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency for the development and implementation of the Congestion Management Program for San Mateo County ("C/CAG") and Mokhtari Engineering, Inc. ("Consultant"). C/CAG and Consultant shall be known as the Parties.

WITNESSETH

WHEREAS, at its February 10, 2011 meeting, C/CAG approved the Agreement Between the City/County Association of Governments of San Mateo County and Mokhtari Engineering, Inc. ("Agreement"); and

WHEREAS, the Agreement provides that Consultant will provide certain project management services ("Services") for the San Mateo County Smart Corridors project ("Project"); and

WHEREAS, C/CAG has determined that additional Services are needed for the extension of the southern Project limit to the Santa Clara County line; and

WHEREAS, C/CAG has determined that continued Services are required through construction completion and integration phase of the Project; and

WHEREAS, C/CAG has determined that an additional one hundred fifty thousand dollars (\$150,000) is estimated to complete the additional Services; and

WHEREAS, C/CAG has determined that an additional one (1) year time extension is needed to provide Services through Project completion under the Agreement; and

WHEREAS, Consultant has reviewed and accepted this Amendment.

NOW, THEREFORE, IT IS HEREBY AGREED by the C/CAG and Consultant that:

1. Amendment to Section 2. Section 2 "Payments" shall be amended as follows (additions in *italics*, deletions in ~~strikethrough~~):

In Consideration of Consultant providing the Services, C/CAG shall reimburse Consultant on a time and materials basis based on a \$160 hourly rate up to a maximum of ~~one hundred thousand dollars (\$100,000)~~ *two hundred and fifty thousand dollars (\$250,000)*.

2. Amendment to Section 5. Section 5 "Contract Term" shall be amended as follows (additions in *italics*, deletions in ~~strikethrough~~):

This Agreement shall be in effect as of February 10, 2011, and shall terminate on ~~February 12, 2012~~ *February 12, 2013* unless otherwise extended or terminated as set forth herein. C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Consultant may terminate this Agreement at any time for any reason by providing 30 days' notice to C/CAG. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination. C/CAG may extend the term of this Agreement until such time as the maximum, not-to exceed payment amount specified in section 2 above has been earned by Consultant.

3. Amendment to Exhibit A. ~~Exhibit A~~ "Project Description, Scope of Work, and Fee Schedule" is hereby deleted in its entirety and replaced with Exhibit A as attached hereto.
4. Full Force and Effect. All other provisions of the Agreement shall remain in full force and effect.
5. Effective Date. This Amendment shall take effect upon signature by both Parties.

IN WITNESS WHEREOF, C/CAG and Consultant have affixed their hands to the day and year first above written.

Mokhtari Engineering, Inc. (Consultant)

By: Parviz Mokhtari

Date:

City/County Association of Governments (C/CAG)

By: Bob Grassilli, Chair

Date:

C/CAG Legal Counsel

By: Inga B. Lintvedt, Deputy County Counsel

EXHIBIT A

PROJECT DESCRIPTION

The Smart Corridors project involves civil work, extensive Intelligent Transportation Systems (ITS) device installations, communication networking, traffic engineering efforts, and signal/detection integration.

The objective of the Smart Corridors project is to identify a well-defined alternate route, utilizing arterial streets to handle naturally diverted traffic, in the event of a major freeway incident on US101. Signal phasing along these identified routes would be optimized and signage would be added to effectively manage traffic on alternate routes.

The San Mateo County Smart Corridors Project will deploy and/or integrate:

- Traffic signal improvements (controller upgrades and signal coordination)
- On-ramp metering (existing)
- Signal Interconnect
- Communications network
- Non-intrusive arterial vehicle detection system
- Arterial travel time data
- Arterial electronic trailblazer signs
- Fixed and pan-tilt-zoom CCTV cameras
- Integration with Caltrans TMC

This project's interactive/integrated transportation management and information system will be based on real-time, computer assisted transportation management and communications.

Implementing partners include, the City/ County Association of Governments (C/CAG), Caltrans District 4, County of San Mateo, City of Belmont, City of Burlingame, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, City of Menlo Park, City of East Palo Alto, Metropolitan Transportation Commission (MTC), and San Mateo County Transportation Authority (SMCTA).

Although they are not funded for ITS equipment deployment at this time, additional partner agencies, involved in the development of the project (Con Ops), include the Town of Atherton, and City of South San Francisco.

The project's funding partners include C/CAG, SMCTA, and MTC. The Smart Corridors total project budget is approximately 25 million dollars in State and Federal funding. An additional 10 million dollars in State Funds may be added to the project to extend the project limits south to the Santa Clara county line.

Completed Items of Work

The following items of work are either completed or are in the process of being completed and can be used as references:

- Design of local arterial portion of the project to Whipple Ave.
- Design of the state portion of the project to Whipple Ave.
- Project Study Report
- Project Report
- Environmental Document
- Concept of Operations
- Alternate Routes for Traffic Incident (ARTI) Guide

SCOPE OF WORK

Attend technical meeting and other meetings as directed.

- Attend project team meetings
- Work with regulatory agencies, Caltrans, and local agencies to remove delivery obstacles as directed.

Obtain written documentation and technical buyoff from the Cities and (email response, signed memo, or signature) other local agencies. Examples include but are not limited to:

- Obtaining written concurrence on right of way, construction, and integration documents.
- Facilitate agreements between Caltrans and the stakeholder Cities to execute detailed operation memorandums or agreements.
- Obtaining memorandums of concurrence containing local agency signatures.
- Obtaining buyoff or concurrence of technical decisions/ designs from local agencies in the form of an email response from the agency.
- Obtaining necessary project permits.

Facilitate agency and project team staff in the review and concurrence of Project deliverables to ensure timely comment input and responses:

- Track local deliverables against the Traffic Light Synchronization Program (TLSP) baseline agreement schedule.
- Ensure delivery of integration deliverables and documentation.

Manage consultant contracts:

- Ensure that design consultant contracts stay within their respective scope, schedule, and budget.
- Track and report on consultant expenditures on a regular basis as directed.
- Act as a liaison between the construction administrators (County of San Mateo) and the consultants, where necessary.

Make recommendations to the C/CAG Executive Director, C/CAG staff, Steering Committee, and C/CAG Board relative to the Project, in terms of corrective action plans to keep the project on track.

- Bring major Project decisions and changes regarding design, maintenance, and operations, to the attention of the C/CAG Executive Director.
- Inform C/CAG Executive Director and staff of technical issues and decisions made by Caltrans.
- Inform C/CAG Executive Director and staff of decisions that need to be made on the behalf of C/CAG or local agencies.
- Track Project expenses up to construction, including integration phase.
- Properly document and process any changes to the project's integration scope, schedule, and budget.

Schedule and organize coordination meetings, Project development team (PDT) meeting, Steering committee meetings, Stakeholder meetings, and any other Project meeting needed to facilitate project progress, as directed.

The Consultant will continue to report directly to the C/CAG Executive Director and will provide other unspecified project related services as directed.

Deliverables:

- Provide weekly verbal Project updates to C/CAG Executive Director and staff.
- Document meeting attendance and Project activities monthly.
- Document major project decisions made at team meeting.
- Deliver concurrence signatures on Project documents, described above, from partner agencies.
- Provide an updated spreadsheet of Project budget and expenditures on a regular basis as directed.
- Provide other deliverables as requested by the C/CAG Executive Director.
- Provide draft and final relevant Project data and paper documentation for filing. (electronic information to John Hoang and paper documentation to Jean Higaki).
- Provide other support to complete the project as needed and as directed.

FEE SCHEDULE

In consideration of the services provided by Consultant above, the City/ County Association of Governments (C/CAG) shall pay the Consultant based on the following fee schedule:

Project Manager \$160/hour
And direct material costs as approved by C/CAG

In no event shall the total payment to Consultant under agreement exceed the maximum obligation of \$150,000.

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, C/CAG Executive Director

Subject: Review and approval of Resolution 11-46 authorizing the C/CAG Chair to execute Amendment No 2 to Funding Agreement between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of 511 Regional Ridesharing and Bicycling Program Activities.

(For further information contact Tom Madalena at 599-1460)

RECOMMENDATION

That the C/CAG Board of Directors review and approve Resolution 11-46 authorizing the C/CAG Chair to execute Amendment No 2 to Funding Agreement between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of Regional Ridesharing and Bicycling Program Activities.

FISCAL IMPACT

No fiscal impact.

SOURCE OF FUNDS

The source of the Regional Ridesharing and Bicycling Program funds is from the Metropolitan Transportation Commission under the Federal Congestion Mitigation and Air Quality program. The funding provided under this Amendment No. 2 is an amount up to \$70,000.

BACKGROUND/DISCUSSION

MTC sponsors the Regional Rideshare Program (RRP) for the nine Bay Area counties utilizing an outside contractor. In addition to maintaining a central database for helping commuters to join car and van pools, MTC's contractor also works with local employers to establish trip reduction programs for workers and conducts a wide array of marketing efforts promoting alternatives to commuting in single occupant vehicles. C/CAG entered into a funding agreement with MTC in June 2005 to receive funding in an amount up to \$420,000 over six fiscal years for the performance of Regional Rideshare Program activities in San Mateo County. C/CAG contracts with the Peninsula Traffic Congestion Relief Alliance to perform the Transportation Demand Management (TDM) activities for the RRP in San Mateo County.

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C/CAG executed an Amendment No. 1 back in December of 2006 to remove specific annual targets from the agreement so that the agreement would not have to be amended each year if the targets changed.

Recently MTC decided to extend the program and Amendment No. 2 extends the program through fiscal year 2011/2012 and also provides C/CAG with up to \$70,000 to operate the program through fiscal year 2011/2012. MTC has also decided to change the name of the program to the Regional Ridesharing and Bicycling Program and has developed a new scope of work which is incorporated into Amendment No. 2 and included as an attachment to this staff report. The new scope of work now also includes the performance of bicycling activities.

ATTACHMENTS

- Resolution 11-46.
- Amendment No. 2 to Funding Agreement between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of 511 Regional Ridesharing and Bicycling Program Activities

RESOLUTION 11-46

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AMENDMENT NO 2 TO FUNDING AGREEMENT BETWEEN METROPOLITAN TRANSPORTATION COMMISSION AND CITIES AND COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) FOR PERFORMANCE OF 511 REGIONAL RIDESHARING AND BICYCLING PROGRAM ACTIVITIES.

WHEREAS, the City/County Association of Governments has entered into a funding agreement with the Metropolitan Transportation Commission for the Regional Rideshare Program (RRP) activities in San Mateo County; and,

WHEREAS, the City/County Association of Governments has contracted with the Peninsula Traffic Congestion Relief Alliance to perform duties related to the Regional Rideshare Program; and,

WHEREAS, the Metropolitan Transportation Commission has changed the name of the Regional Rideshare Program to the Regional Ridesharing and Bicycling Program and has developed a new scope of work that includes the performance of bicycling activities; and,

WHEREAS, the Metropolitan Transportation Commission has extended the agreement with C/CAG for an additional year and has developed a new scope of work for the Regional Ridesharing and Bicycling Program; and,

WHEREAS, it is necessary to execute Amendment No. 2 to Funding Agreement Between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of 511 Regional Ridesharing and Bicycling Program Activities to extend the period of performance to June 30, 2012 and to incorporate the new scope of work.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute Amendment No. 2 to Funding Agreement Between Metropolitan Transportation Commission and Cities and County Association of Governments of San Mateo County (C/CAG) for Performance of 511 Regional Ridesharing and Bicycling Program Activities.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

**AMENDMENT NO 2 TO FUNDING AGREEMENT
BETWEEN METROPOLITAN TRANSPORTATION COMMISSION
AND CITIES AND COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY (C/CAG)
FOR PERFORMANCE OF 511 REGIONAL RIDESHARING AND BICYCLING
PROGRAM ACTIVITIES**

THIS AGREEMENT, effective as of July 1, 2011 is Amendment No. 2 to the Agreement by and between the Metropolitan Transportation Commission ("MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and Cities And County Association of Governments of San Mateo County ("C/CAG" or "RECIPIENT"), dated June 30, 2005, as amended December 14, 2006.

NOW, THEREFORE, the parties agree to modify the subject Agreement as follows.

1. The Recitals are revised as follows:

WHEREAS, MTC manages the 511 Regional Ridesharing and Bicycling Program (RRBP) to facilitate the formation of carpools and vanpools, promote bicycling and provide transportation information in the Bay Area; and

WHEREAS, MTC is an eligible recipient of Congestion Mitigation and Air Quality (CMAQ) funds for the San Francisco Bay Region and has programmed CMAQ funds to support the RRBP; and

WHEREAS, RECIPIENT has agreed to perform local Transportation Demand Management (TDM) activities that support RRBP project goals, objectives and functions; and

WHEREAS, MTC has agreed to reimburse RECIPIENT for such TDM activities that are eligible for funding under the CMAQ program legislation and guidance;

2. Article 2.0, TIME OF PERFORMANCE, is revised to extend the period of performance to June 30, 2012.

3. Article 3.0, FUNDING AND METHOD OF PAYMENT, is revised, in part, as follows:

- a. Subarticle A, Compensation, is amended as follows:

Subject to annual federal appropriations and MTC's budget approval process, MTC agrees to provide RECIPIENT on a cost reimbursement basis, 88.53% of its project costs, or up

to four hundred ninety thousand dollars (\$490,000) in CMAQ funds for the purpose of funding the Project described in *Attachment A*. This amount is broken down in the following not-to-exceed amounts for each fiscal year (FY): up to seventy thousand dollars (\$70,000) in FY05-06; up to seventy thousand dollars (\$70,000) in FY06-07; up to seventy thousand dollars (\$70,000) in FY07-08; up to seventy thousand dollars (\$70,000) in FY08-09; up to seventy thousand dollars (\$70,000) in FY09-10; up to seventy thousand dollars (\$70,000) in FY10-11; and up to seventy thousand dollars (\$70,000) in FY 11-12. RECIPIENT shall provide the remaining 11.47% of the project costs, and all staff support necessary to complete the Project.

b. Subarticle C, Notice to Proceed, is amended as follows:

RECIPIENT shall not incur expenses for fiscal years FY05-06 through FY 10-11, until MTC issues to RECIPIENT a written Notice to Proceed, based on receipt of a fully executed program supplement between MTC and the State of California, Department of Transportation authorizing expenditure of the funds. In the event MTC receives less CMAQ funding than anticipated for a given fiscal year, MTC will proportionately reduce RECIPIENT's compensation and shall, after consultation with the RECIPIENT, amend the Scope of Work, as necessary, to reflect the reduced level of funding.

c. Subarticle C, Quarterly Payments, is renamed Payments, and amended as follows:

Subject to Subarticle 3.A above, MTC agrees to make payments to RECIPIENT on an agreed upon schedule no less than annually and no more than monthly. RECIPIENT shall submit each invoice to MTC within thirty (30) working days after the end of each quarter for which payment is sought covering costs for the project activities accomplished through the end of such quarter, not covered by previously submitted invoices. Subject to Subarticle H, Maximum Payment, below, MTC will reimburse RECIPIENT for 88.53% of the project costs incurred over the quarter. Each invoice shall be in the form and detail described in *Attachment B*, Invoice Format, attached hereto and incorporated herein by this reference as though set forth in full, and shall be supported by the following information: (i) the supporting quarterly reporting statistics, as described in *Attachment A*, Scope of Work, Program Planning, Task 2.-e.,

and (ii) any supporting data in a form and detail required by MTC, including explanation of “good faith efforts” if applicable (See Section H, below, for a discussion of good faith efforts.)

d. Subarticle G, Maximum Payment, is amended to increase the maximum payment by \$70,000 to four hundred ninety thousand dollars (\$490,000).

e. Subarticle I., Travel Reimbursements, is added to the Agreement as follows:
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-represented employees).

4. Article 4, Compliance with Laws, is revised as follows:

RECIPIENT shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state, or local government, and any agency thereof, including, but not limited to MTC, the U.S. DOT, FHWA, and Caltrans, which relate to or in any manner affect the performance of this Agreement. Those laws, statutes, ordinances, rules, regulations, and procedural requirements that are imposed on MTC as a recipient of federal or state funds are hereby in turn imposed on RECIPIENT (including, but not limited to, 49 CFR Part 18, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments”), and are herein incorporated by this reference and made a part hereof. All RECIPIENT contractors shall agree to comply with 48 CFR, Chapter 1, Part 31, Contract Cost Principles and Procedures. Additional requirements are attached hereto and incorporated herein by this reference as Attachment F, Fair Employment Practices Addendum and Attachment F-1, Non-discrimination Assurances.

5. Article 6, Retention of Records, is revised, in part, to add the following sentence at the beginning of the Article:

RECIPIENT agrees to establish and maintain an accounting system conforming to GAAP that is adequate to accumulate and segregate reasonable, allowable, and allocable project costs.

6. Article 9.1, INTEREST OF THE RECIPIENT, is added as follows:

RECIPIENT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under the Agreement. RECIPIENT further covenants that in the performance of the Agreement no person having any such interest shall be employed. RECIPIENT further certifies that neither it nor any person performing services herewith shall engage in any activity that conflicts with the goals and objectives of the Project activities.

RECIPIENT further certifies that it has made a complete disclosure to MTC of all facts of which it is or should be aware bearing upon any possible interest, direct or indirect, which it believes any member, officer, agent or employee of MTC presently has, or will have in the Agreement, or in the performance thereof, or in any portion of the profits thereunder. Willful failure to make such disclosure, if any, shall constitute grounds for cancellation and termination hereof by MTC.

7. Attachment A, Scope of Work, is deleted in its entirety and replaced with the attached Attachment A, Scope of Work, Revised July 1, 2011, attached hereto and incorporated herein by this reference.

8. Attachment A-1, RRP Marketing & Customer Communications Requirements, is deleted in its entirety and replaced with Attachment A-1, RRBP Marketing & Customer Communications Requirements, attached hereto and incorporated herein by this reference.

9. Attachment A-2, Definitions, is added as attached hereto and incorporated herein by this reference.

10. Attachment C, Quarterly Statistics Format, is deleted in its entirety.

11. Attachment G, Special Conditions Regarding Personally Identifiable Information, is added, as attached hereto and incorporated herein by this reference.

12. Retention of Contract Provisions. Except as provided herein, all other terms and conditions of the Agreement entered into as of June 30, 2005, as amended on December 14, 2006, remain unchanged and are herein incorporated by this reference as though set forth in full.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of
the day and year first written above.

METROPOLITAN TRANSPORTATION
COMMISSION

CITIES AND COUNTY ASSOCIATION
OF GOVERNMENTS OF SAN MATEO
COUNTY

Andrew B. Fremier, Deputy Executive
Director, Operations

Richard Napier, Executive Director

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ATTACHMENT A
SCOPE OF WORK
Revised July 1, 2011

Where text is revised, deleted text is shown in strike-through format; added text is *italicized*.

FY 2011-12

RECIPIENT shall appoint The Peninsula Traffic Congestion Relief Alliance (The Alliance) to act on behalf of, incorporate the identity of, and support the mission and goals of, the Regional Ridesharing and Bicycling Program to perform the following tasks for San Mateo County:

Employer Outreach

1. *Comply with the definitions provided in Attachment A-2, Definitions.*
2. Identify employers that do not have TDM programs or are not aware of the services provided by the ~~RRP Contractor and/or~~ The Alliance and/or the 511 Ridesharing & Bicycling program. Introduce these employers to TDM.
3. Encourage and assist employers that do not have TDM programs to implement programs at their worksites, including use of the ~~RRP ridesharing~~ 511 RideMatch system (RMS).
4. Work with employers that may already have TDM programs and assist them to improve the quality and substance of the products and services they offer.
5. *Work with employers to promote and provide the clean interface to the 511 RideMatch tool on employer websites in order to maintain one regional ridesharing database in the Bay Area and increase the number of people requesting matchlists from the regional database.*
6. Provide ongoing communications to San Mateo County employers ~~with TDM programs and those without that are interested in hearing about RRP and The Alliance~~ news and offerings provided by the RRBP, 511, and other MTC policy initiatives or operational projects.
7. Coordinate with other local agency TDM program providers and the RRBP Contractor to ensure the same employers are not solicited multiple times and to facilitate contact with multi-site employers.
8. Work with the RRBP Contractor and the RRBP TAC to develop employer outreach measurement strategies and consistently measure the outcomes of employer outreach efforts.
9. Coordinate with the RRBP Contractor and the RRBP TAC to consistently assess the state of employer programs within the County and measure progress toward additional penetration into the employer market.
10. Maintain an employer outreach database *that includes (as available) the name of the employer, its address, the number of employees employed by the employer at that location, the employer worksite contact, any benefits or programs offered by the employer, and whether the employer is an "active" employer or a "maintenance" employer. Definitions of "active" and "maintenance" are provided in Attachment A-1, Definitions. Employers with multiple worksites (i.e., separate physical locations) in the County should each have a separate entry in the database. The database shall also include information about how and*

when the Alliance has contacted and worked with the employer (e.g., phone calls, on-site consultations, employer events, TDM plans, mailings, etc.).

11. Distribute communications as requested by MTC's Ridesharing & Bicycling Program Project Manager, or designee, to employers in The Alliance employer outreach database on behalf of MTC and/or TDM partners. *These materials could include regional program information (e.g., 511, FasTrak®, Clipper®, FSP, etc), regional promotions (e.g., Bike to Work Day), regional TDM marketing campaigns (e.g., Rideshare Rewards), etc. Upon request, make the employer outreach database available to MTC.*
12. Coordinate with the RRBP Contractor to develop any regional campaign, event, promotions, etc. that has an employer outreach element to ensure that the campaign can be implemented in San Mateo County. Implement such activities and tailor activity materials provided by the RRBP Contractor as necessary.
13. Coordinate with the RRBP Contractor to ensure that all vanpools in the county are entered into the ridematching database. *Provide vanpool leads generated from employer outreach activity to the RRBP Contractor.*
14. *Implement the clean interface of the 511 RideMatch system on any website provided by The Alliance or C/CAG to promote employer TDM so that website visitors will have direct access to the regional ridematch tool.*

Program Marketing Related to Employer Outreach

1. Comply with *Attachment A-1, "RRBP Marketing & Customer Communications Requirements"*.
- ~~2. Work with other local agency TDM program providers and CMAs and MTC's Rideshare Program Project Manager to develop a uniform way to integrate county program identities with 511. (See *Attachment A 1, "RRP Marketing & Customer Communications Requirements."*)~~

Program Planning

1. Ensure that work scope and funding arrangements between MTC and C/CAG are established.
2. Participate in ~~rideshare~~ RRBP TAC meetings and any relevant TAC Working Group meetings. These meetings shall serve as the forum for coordination with CMAs accepting delegation, the RRBP Contractor, and MTC's Ridesharing & Bicycling Program Project Manager on:
 - a. Provision of services in this Scope.
 - b. RRBP Contractor development of any materials that will be used for employer outreach;
 - c. RRBP Contractor development of any regional events or campaigns involving work with employers; ~~and~~
 - d. *Ensuring there is no duplication of service between the RRBP Contractor and local program activities;*

e. Performance reporting on services in this Scope; *and*

f. *Establishment of annual performance measures, targets and measurement definitions.*

- ~~3. Participate with MTC's Rideshare Program Project Manager, or designee, the Bay Area Air Quality Management District (BAAQMD), the RRP Contractor and other involved CMAs in the TFCA joint reporting working group to develop, refine and agree by consensus on a joint RRP Transportation Fund for Clean Air (TFCA) application and reporting process. Through the working group, update the process as needed over time.~~
- ~~4. Implement the application and reporting process that is collaboratively developed, and consensually agreed to, by members of the TFCA joint reporting working group. Implement the process according to the schedule consensually established by the TFCA joint reporting working group, including the official launch date and possible pilot.~~
- ~~5. As agreed upon by the TFCA joint reporting working group, include any of the following program activities if they are implemented by The Alliance in the joint TFCA application and reporting process: employer outreach, vanpool incentives, transit incentives, carpool incentives, matchlist processing, matchlist placement calls/follow up activities, vanpool formation, provision of airport information, provision of general Transportation Demand Management information, carpool to transit, or guaranteed ride home program. Implement these programs as a partner of the RRP Contractor and other involved CMAs and report their results through the RRP Contractor for TFCA purposes. Allow additional program activities implemented by The Alliance that are not mentioned in the above list to be considered for inclusion as the joint reporting process is updated by the TFCA joint reporting working group as described above.~~
- ~~6. Through the TFCA Joint Reporting Working Group and the RRP TAC, coordinate program activities on an annual basis to ensure there is no duplication of service between the RRP Contractor and local program activities~~
- ~~7. Meet performance outcomes necessary to facilitate a successful joint TFCA regional fund application (i.e., meet and, as necessary, exceed TFCA cost per ton effectiveness goals to allow continued TFCA funding for the RRP Contractor).~~
- ~~8. Monitor and report program performance, and coordinate with the RRP Contractor as necessary, and as consensually agreed upon by the joint TFCA working group, to provide data to the RRP Contractor to complete joint TFCA applications and reports.~~
3. *Implement efforts to jointly and consistently report program outcomes and ensure that results are not counted by multiple agencies.*
4. Strive to achieve the annual performance targets established by MTC and the TAC under Task 2. ~~ef~~, *and documented in the Annual Performance Targets Memo* provided by MTC prior to July 1st ~~of each fiscal year 2011~~. Report progress toward meeting the targets on a quarterly basis by the 10th of the month following the end of the quarter.

ATTACHMENT A-1 RRBP Marketing & Customer Communications Requirements

Where text is revised, deleted text is shown in strike-through format; added text is *italicized*.

A. 511 Call-to-Action

1. Use of Logo and Tag Line

~~Any marketing or outreach materials (e.g., newspaper ads, radio ads, billboards, employer packets, e-mail newsletters, etc.) that support tasks in *Attachment A, Scope of Work* (regardless of funding source) shall include, in addition to The Alliance logo, the current, approved 511 logo and tag line available in the "511 Tool Box".~~

~~To ensure that it is clear to The Alliance customers how to access The Alliance, the 511 logo and tag line may be included on the back or bottom of any brochure and/or in small size. It may also be accompanied by the phrase, "For Bay Area regional transportation information go to *insert logo/tagline here*" or "For transportation information outside San Mateo County, go to *insert logo/tagline here*".~~

Space permitting, and as appropriate, notify employers/employees of the availability of 511 information on the Alliance's web site(s) and on printed materials (e.g., RideMatch List Request Forms, etc.).

When using the 511 logo or call to action, the Alliance shall follow MTC's guidelines for using the 511 logo and tag line, available at <http://511.org/toolbox/default.asp>. If the 511 logo or tag line changes, the Alliance will update the 511 logo or tag line the next time it revises its materials.

2. 511 Coordination

The Alliance shall ensure that its marketing efforts, as they support the tasks in *Attachment A, Scope of Work* are coordinated with other 511 marketing efforts.

The Alliance shall include on its program website homepage a link to www.511.org and/or the 511.org Rideshare site *and shall implement a clean interface of the regional ridematching system to allow website users to have direct access to the regional ridematching database.*

When communicating with the media about activities that support the tasks in *Attachment A, Scope of Work*, the Alliance shall explain its role as a provider of ~~RRP~~ RRBP services and 511 Travel Information services.

B. Process for Developing Marketing & Outreach Materials

The RRBP Contractor will develop regional marketing and outreach materials for regional campaigns. The Alliance will have the opportunity to review and provide feedback on these materials through the ~~monthly~~ RRBP TAC meetings and the Regional Marketing Working Group meetings. Once the materials are finalized, the RRBP Contractor will share electronic files with The Alliance, in a format that will allow The Alliance to make changes. The Alliance may add appropriate local program information to these materials. The Alliance will be responsible for

printing and distribution costs, but MTC and the 511 RRBP Contractor will strive to develop most materials for electronic distribution.

MTC's Ridesharing & Bicycling Program Project Manager, or designee, has the option to review materials created by The Alliance related to regional campaigns. MTC's Ridesharing & Bicycling Program Project Manager's (or designee's) review is limited to ensuring appropriate use of the 511 logo and tag line and coordination with the regional campaign. The review process will be as follows:

1. When developing its own regional campaign outreach materials, The Alliance shall develop and present creative concept/draft materials to MTC's Ridesharing & Bicycling Program Project Manager, or designee, for feedback.
2. MTC's Ridesharing & Bicycling Program Manager will inform the Alliance Program Manager of MTC's intent to exercise its review option within five (5) business days upon receipt of materials from the Alliance. MTC's Ridesharing & Bicycling Program Manager and the Alliance Program Manager will agree upon a timeline for MTC's feedback submission.
3. The Alliance Program Manager shall incorporate feedback from MTC's Ridesharing & Bicycling Program Project Manager, or designee, whenever possible, in the final draft materials.
4. The Alliance Program Manager shall submit the final draft materials to MTC's Ridesharing & Bicycling Program Project Manager for final review.
5. MTC's Ridesharing & Bicycling Program Project Manager will provide final approval to The Alliance Program Manager of all such products within five business days of receipt of final draft materials.

ATTACHMENT A-2

Definitions

EMPLOYER

Any person or institution that hires employees or workers in San Mateo County, regardless of the number of employees and regardless of whether it is part of the public, private or voluntary sector.

ACTIVE EMPLOYER

An employer or employer site that has received services from The Alliance or participated in an Alliance program within the last two years. At a minimum, the employer's involvement includes:

- Hosting an on-site employee transportation event, **or**
- Requesting advice about TDM programs, **or**
- Requesting program information to distribute to employees and/or clients, **or**
- Being willing to distribute program information to employees and/or clients, **or**
- Implementing/offering another program activity specific to The Alliance, **and**
- Providing an "ETC-type" contact.

The amount of time and the duration needed to work with an active employer will vary with the level of activity requested by the employer. Active employers become maintenance employers if the ETC-type contact is lost or if the employer has not minimally participated in the last two years.

MAINTENANCE EMPLOYER

An employer or employer site in The Alliance's database that receives general employer mailings or e-mail updates from The Alliance on a periodic basis, but at least annually. Maintenance employer address information is current.

NEW EMPLOYER

New employers are not a separate category from active and maintenance employers. A new employer can be either a "new active employer" or a "new maintenance employer."

New Active Employer

An employer that is classified as an active employer for the first time during the fiscal year. A new active employer could be an employer that is solicited for the first time or a "maintenance employer" that takes advantage of one of The Alliance's programs for the first time.

New Maintenance Employer

An employer that is classified as a maintenance employer for the first time during the fiscal year. A new maintenance employer is an employer that is solicited for the first time but does not minimally participate in an Alliance program.

NEW RIDEMATCH REGISTRANT OR NEW MATCHLIST REQUEST

A person who has entered the ridematching database within a designated period of time (e.g., within the last quarter) and for whom a ridematch list is generated. A person may be counted as a new ridematch registrant even if the person is in the database for only a short while (e.g., enters and deletes him/herself on the same day), as long as the person obtains a matchlist. The number of new ridematch registrants generated by The Alliance is the number entering the database through The Alliance's interface to the regional rideshare on-line matching database.

EVENT

Events are in-person outreach events attended by staff of the Alliance at which The Alliance promotes the use of carpools, vanpools and other transportation alternatives directly to commuters. Events can be at an employer site or a community venue (e.g., farmer's market). Events can be organized by The Alliance or by other entities (e.g., an employer, a community based organization).

VANPOOL LEAD

Vanpool leads generated by The Alliance will be tracked by the 511 Rideshare Program. A lead is a person who is interested in becoming a vanpool driver or an employer that is interested in starting vanpools. Vanpool leads generated by The Alliance include:

- Matchlist requests generated through The Alliance's interface to the 511 RideMatch system that indicate vanpool driver interest,
- Matchlist requests generated through The Alliance -conducted employer surveys that indicate vanpool driver interest,
- Contact made by 511 Rideshare Program representatives at The Alliance outreach events, and
- Employer interest provided to the 511 Rideshare Program following employer consultations conducted by The Alliance in San Mateo County.

TOTAL EMPLOYER DATABASE SIZE

The employer database is an electronic repository of employer information maintained by The Alliance about employers located in San Mateo County and/or with need for information provided by the The Alliance. The total employer database size is the number of active employers (see definition above) plus the number of maintenance employers that The Alliance has in its employer database. A "maintenance employer" is an employer or employer site that receives general mailings or email updates designed for employers from The Alliance at least annually, but does not meet the other requirements of being an "active employer". Maintenance employer information (e.g., address) must be kept current, even if an "ETC-type" contact is not available.

ATTACHMENT F
Fair Employment Practices Addendum

1. In the performance of this Agreement, the Alliance 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. the Alliance 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. The Alliance 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. the Alliance, 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 the Alliance'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. The Alliance shall include the nondiscrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under this AGREEMENT.

4. The Alliance 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 the Alliance was a party, or upon receipt of a written notice from the Fair Employment and Housing Commission that it has investigated and determined that the Alliance 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 the Alliance and by the surety under the performance bond, if any, and STATE may deduct from any moneys due or thereafter may become due to the Alliance, the difference between the price named in the Agreement and the actual cost thereof to STATE to cure the Alliance's breach of this Agreement.

ATTACHMENT F-1

Nondiscrimination Assurances

The Alliance 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 the Alliance receives federal financial assistance from the Federal Department of Transportation. The Alliance HEREBY GIVES ASSURANCE THAT the Alliance 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, the Alliance hereby gives the following specific assurances with respect to its federal-aid Program:

1. That the Alliance 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 the Alliance 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: the Alliance 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 the Alliance 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 the Alliance 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 the Alliance 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 the Alliance 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 Alliance 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 the Alliance 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 the Alliance 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 the Alliance retains ownership or possession of the property.

9. That the Alliance 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 the Alliance, 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 the Alliance 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. The Alliance 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. The Alliance 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 the Alliance by STATE, acting for the U.S. Department of Transportation, and is binding on the Alliance, other recipients, subgrantees, applicants, sub-applicants, transferees, successors in interest and other participants in the federal-aid Highway Program.

APPENDIX A TO ATTACHMENT F-1

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

(1) Compliance with Regulations: the Alliance 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: the Alliance, 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. the Alliance 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 the Alliance 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 the Alliance of the Alliance's obligations under this Agreement and the REGULATIONS relative to nondiscrimination on the grounds of race, color, or national origin.

(4) Information and Reports: the Alliance shall provide all information and reports required by the REGULATIONS, or directives issued pursuant thereto, and shall permit access to the Alliance'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 the Alliance is in the exclusive possession of another who fails or refuses to furnish this information, the Alliance shall so certify to STATE or the FHWA as appropriate, and shall set forth what efforts the Alliance has made to obtain the information.

(5) Sanctions for Noncompliance: In the event of the Alliance'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 the Alliance 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: the Alliance 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.

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

APPENDIX B TO ATTACHMENT F-1

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 the Alliance 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 Alliance 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 the Alliance 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 the Alliance, its successors and assigns.

The Alliance, 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 the Alliance 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 F-1

The following clauses shall be included in any and all deeds, licenses, leases, permits, or similar instruments entered into by the Alliance, pursuant to the provisions of Assurance 7(a) of Attachment F-1.

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, the Alliance 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, the Alliance 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 the Alliance 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 F-1

The following shall be included in all deeds, licenses, leases, permits, or similar agreements entered into by the Alliance, pursuant to the provisions of Assurance 7 (b) of Attachment F-1.

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, the Alliance 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, the Alliance 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 the Alliance, 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.

ATTACHMENT G

Special Conditions Regarding Personally Identifiable Information:

THE ALLIANCE will have access to personally identifiable information (“PII”) in connection with the performance of the Agreement. PII is any information that is collected or maintained by MTC or THE ALLIANCE that identifies or describes a person or can be directly linked to a specific individual, including that individual’s account. Examples of PII include name, address, zip code, email address, phone or fax number, signature, or travel pattern data. The following special conditions related to the confidentiality and use of PII apply to this Agreement:

1. Right to Audit

THE ALLIANCE shall permit MTC, the US DOT, FHWA, the Comptroller General of the United States, and/or the State of California, and their authorized representatives to audit and inspect: (i) THE ALLIANCE’s facilities where PII is stored or maintained; (ii) any computerized systems used to share, disseminate or otherwise exchange PII; and (iii) THE ALLIANCE’s security practices and procedures, data protection, business continuity and recovery facilities, resources, plans and procedures. The audit and inspection rights hereunder shall be for the purpose of verifying THE ALLIANCE’s compliance with this Agreement, and all applicable laws.

2. General Confidentiality of Data

All PII made available to THE ALLIANCE in connection with this Agreement or any financial, statistical, technical or other data and information related to the 511 program that are designated confidential by MTC and made available to THE ALLIANCE in order to carry out this contract, (“Confidential Information”) shall be protected by THE ALLIANCE from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to MTC. This includes, but is not limited to, the secure transport, transmission and storage of data used or acquired in the performance of this Agreement.

THE ALLIANCE agrees to properly secure and maintain any computer systems (hardware and software applications) that it will use in the performance of this Agreement. This includes ensuring all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data, including Confidential Information, which may be used, transmitted, or stored on such systems in the performance of this Agreement.

THE ALLIANCE agrees to retain PII for no longer than four and one-half years from the date that the registrant removes him/herself from the system or is automatically (based on inactivity) or manually (at the registrant’s request or other reason) removed from the system. At the conclusion of this retention period, THE ALLIANCE agrees to use Department of Defense (“DoD”) approved software to wipe any disks containing PII. Hard drives and computers shall be reformatted and reimaged in an equivalently secure fashion. THE ALLIANCE agrees to destroy hard-copy documents containing PII by means of a cross-cut shredding machine.

3. Compliance with Statutes and Regulations

THE ALLIANCE agrees to comply with the information handling and confidentiality requirements outlined in the California Information Practices Act (Civil Code sections 1798 *et.seq.*). In addition, THE ALLIANCE warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States, the State of California and MTC relating to information handling and confidentiality of data and agrees to indemnify MTC against any loss, cost, damage or liability by reason of THE ALLIANCE's violation of this provision.

4. Contractors

MTC approval in writing is required prior to any disclosure by THE ALLIANCE of Confidential Information to a contractor or prior to any work being done by a contractor that entails receipt of Confidential Information. Once approved, THE ALLIANCE agrees to require such contractor to sign an agreement in substantially identical terms as this attachment, binding the contractor to comply with its provisions.

5. THE ALLIANCE Guarantees

THE ALLIANCE shall not, except as authorized or required by its duties by law, reveal or divulge to any person or entity any Confidential Information which becomes known to it during the term of this Agreement.

THE ALLIANCE shall keep all Confidential Information entrusted to it completely secret and shall not use or attempt to use any such information in any manner which may injure or cause loss, either directly or indirectly, to MTC.

THE ALLIANCE shall comply, and shall cause its employees, representatives, agents and contractors to comply, with such directions as MTC may make to ensure the safeguarding or confidentiality of all its resources.

If requested by MTC, THE ALLIANCE shall sign an information security and confidentiality agreement provided by MTC and attest that its employees, representatives, agents, and subcontractors involved in the performance of this Agreement shall be bound by terms of a confidentiality agreement with THE ALLIANCE substantially the same in its terms.

6. Notice of Security Breach

THE ALLIANCE shall immediately notify MTC when it discovers that there may have been a breach in security which has or may have resulted in compromise to Confidential Information. For purposes of this section, immediately is defined as within two hours of discovery. The MTC contact for such notification is as follows:

Privacy Officer
privacyofficer@mtc.ca.gov
(510) 817-5700

C/CAG AGENDA REPORT

DATE: August 11, 2011

TO: City/County Association of Governments Board of Directors

FROM: Richard Napier, Executive Director

SUBJECT: Review and approval of Resolution 11-47 authorizing the C/CAG Chair to execute the Amendment 1 to the Agreement Between City/County Association of Governments and the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$70,000 for performance of the Regional Ridesharing and Bicycling Program activities.

(Please contact Tom Madalena at 599-1460 with questions or for further information)

RECOMMENDATION:

That the Board of Directors review and approve Resolution 11-47 authorizing the C/CAG Chair to execute the Amendment 1 to the Agreement Between City/County Association of Governments and the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$70,000 for performance of the Regional Ridesharing and Bicycling Program activities.

FISCAL IMPACT:

There is no direct fiscal impact to C/CAG. The \$70,000 for the Regional Ridesharing and Bicycling Program in San Mateo County is made available through the Metropolitan Transportation Commission (MTC).

SOURCE OF FUNDS:

There is up to \$70,000 available through the funding agreement between C/CAG and MTC for the Regional Ridesharing and Bicycling Program in San Mateo County.

BACKGROUND/ DISCUSSION:

MTC, through an outside contractor, is the sponsor of a Regional Rideshare Program covering the nine Bay Area counties. In addition to maintaining a central database for helping commuters to join car and van pools, MTC's contractor also works with local employers to establish trip reduction programs for workers and conducts a wide array of marketing efforts promoting alternatives to commuting in single occupant vehicles.

MTC recognized that some of the Bay Area counties also sponsor similar employer outreach and marketing programs. In order to avoid duplication of effort, MTC allows those counties that

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have such programs to have the primary responsibility for employer outreach and marketing. MTC decided to reimburse San Mateo County for this effort that is being performed by the Peninsula Traffic Congestion Relief Alliance in San Mateo County. C/CAG entered into a funding agreement with MTC in June of 2005 for an amount not to exceed \$420,000 for the performance of the Regional Rideshare Program. The agreement between MTC and C/CAG was for an amount not to exceed \$70,000 per fiscal year from fiscal year 2005/2006 through fiscal year 2010/2011. These funds were provided to C/CAG from MTC in order to satisfy the requirements for San Mateo County to be a part of the comprehensive Bay Area wide regional program that assists employers in providing commute alternatives for its workers.

Recently MTC decided to extend the program for an additional year that is set to expire on June 30, 2012. MTC has also decided to change the name of the program to the Regional Ridesharing and Bicycling Program and has developed a new scope of work which is included as an attachment to this staff report. The new scope of work now also includes the performance of bicycling activities. The Alliance currently performs bicycling activities in San Mateo County. These activities include overseeing Bike to Work Day, operating the Bicycle Parking Incentive Program, and offering bicycle safety workshops for employers. MTC has requested that we continue the relationship with the Alliance as the contractor in San Mateo County. The Amendment No. 1 to the funding agreement with the Alliance is being written by staff and shall be in a form to be approved by C/CAG legal counsel.

ATTACHMENTS:

- Resolution 11-47

RESOLUTION 11-47

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE AMENDMENT 1 TO THE AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN AN AMOUNT NOT TO EXCEED \$70,000 FOR PERFORMANCE OF THE REGIONAL RIDESHARING AND BICYCLING PROGRAM ACTIVITIES.

WHEREAS, C/CAG has been designated the Congestion Management Agency (CMA) for San Mateo County; and

WHEREAS, MTC desires to provide Federal TEA-21 funding to CMAs to provide rideshare activities in their respective counties; and

WHEREAS, the Federal TEA-21 administered by MTC provides that Congestion Mitigation and Air Quality Program funds may be allocated for ridesharing activities; and

WHEREAS, C/CAG has accepted the responsibility to provide these activities in San Mateo County; and

WHEREAS, C/CAG has determined that the Peninsula Traffic Congestion Relief Alliance shall provide these activities in San Mateo County; and

WHEREAS, C/CAG entered into an agreement dated November 8, 2007 with the Peninsula Traffic Congestion Relief Alliance to provide these activities in San Mateo County; and

WHEREAS, it is necessary to execute an Amendment 1 to the agreement with the Alliance to extend the performance of the program through June 30, 2012 and to incorporate a new scope of work into the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an Amendment 1 to the agreement between City/County Association of Governments and the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$70,000 for performance of the Regional Ridesharing and Bicycling Program activities. This amendment shall be in a form approved by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Review and Approval of the Final Willow Road/University Avenue Traffic Operations Study and Recommended Near-Term Improvements

(For further information or questions contact John Hoang at 363-4105)

RECOMMENDATION

That the C/CAG Board review and approve the Final Willow Road/University Avenue Traffic Operations Study and Recommended Near-Term Improvements

FISCAL IMPACT

\$178,450

SOURCE OF FUNDS

Metropolitan Transportation Commission (MTC)

BACKGROUND/DISCUSSION

In July 2008, C/CAG completed the 2020 Peninsula Gateway Corridor Study which evaluated potential traffic improvements and identified near, medium, and long-term options for addressing congestion issues relating to the approaches to the Dumbarton Bridge and Highway 101 between Routes 84 and 85. The study assessed potential solutions to facilitate access, enhance economic opportunities, optimize the use of existing infrastructure, reduce congestion and local community impacts, and minimize impacts on the environment. The potential project alternatives were grouped into two categories, near-term (projects that could be implemented within a 5-year period) and long-term (projects that would require additional planning and engineering analysis).

In October 2009, C/CAG, together with the cities of Menlo Park and East Palo Alto, followed up the 2020 Peninsula Gateway Corridor Study with a study on Willow Road and University Avenue between US 101 and the Bayfront Expressway. The purpose of this Study was to identify near-term projects to improve traffic operations and congestion along these roadways, and also improve safety for vehicles, pedestrians and bicyclists. This Study evaluated the

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existing and near-term conditions on the Willow Road and University Avenue corridors, including analysis of intersection traffic operations, and identified needs for potential improvements. The recommended intersection improvements are summarized as follows:

- Widen Willow Road between northbound US 101 off ramp and the Newbridge Street intersection
- Add a third right-turn lane for the eastbound Willow Road at the Bayfront Expressway
- Add a protected left-turn signal phasing for University Avenue traffic and emergency signal for the nearby Fire Station at Runnymede Street
- Modify signing and pavement markings at the intersections of University Avenue/Donohoe Street and Donohoe Street/Capitol Avenue

Other recommended projects include implementing system-wide signal coordination along both corridors, installing devices that enhance pedestrian crossing safety on University Avenue and at the US 101 NB off-ramp at University Avenue, installing pedestrian countdown signals and bicycle detectors at all existing traffic signals, and installing emergency vehicle signal preemption system where they do not currently exist.

Staff from the City of East Palo Alto and City of Menlo Park, MTC and Caltrans participated in the Study, reviewing work products and providing final approval of the preferred improvement alternatives. Two sets of public outreach meetings were held in both cities in April and July 2010. The first meeting focused on the existing conditions and problem identification, and the second meeting presented technical findings and recommendations from the study. The final recommendations were presented to the East Palo Alto Council in December 2010 and the Menlo Park Council in May 2011.

C/CAG's role was to facilitate the Willow Road and University Traffic Operations Study. Implementation of the recommended improvements will be the responsibility of the cities of Menlo Park and East Palo Alto for their respective projects. Cities would include the projects in their capital improvement programs (CIP), as appropriate. Potential funding for the projects includes local funds in addition to regional funds provided by MTC or other sources, and the C/CAG-administered Measure M funds, a portion of which is dedicated for intelligent transportation systems improvements.

It is noted that both the City of Menlo Park and City East Palo Alto were successful in receiving the MTC Program for Arterial System Synchronization (PASS) funding grants (FY 2011/12) for their respective operational improvement projects.

ATTACHMENTS

- Willow Road and University Avenue – Traffic Operations Study and Recommended Near-Term Improvements Final Report

(Provided to Board members only and submitted separately. Public members may contact John Hoang at 650-363-4105 if interested in receiving copy of the document.)



Willow Road/University Avenue Study Area

Final Report

Willow Road and University Avenue – Traffic Operations Study and Recommended Near- Term Improvements

For the
City/County Association of
Governments of
San Mateo County
(C/CAG)

July 22, 2011

Pleasanton
Fresno
Sacramento
Santa Rosa



Final Report

Willow Road and University Avenue – Traffic Operations Study and Recommended Near-Term Improvements

For the
City/County Association of Governments of San Mateo County (C/CAG)

Funding for this document was provided by the Metropolitan
Transportation Commission.

July 22, 2011



www.tjkm.com

Vision That Moves Your Community

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Introduction and Summary

Introduction

The objective of this project is to identify conceptual plans for traffic improvements on Willow Road and University Avenue to improve traffic operations for vehicles, including transit, and improve safety for pedestrians and bicyclists, while mitigating potential impacts on parallel streets and neighborhoods. Additional project objectives include ability to implement improvements in the short term (less than five years), at relatively reasonable cost, with minimal right-of-way acquisition and construction impacts on the community, as well as acceptance by neighboring residents, businesses, and the City Councils of East Palo Alto and Menlo Park.

This report includes the results of intersection traffic operations analysis and evaluation of accident records for Existing Conditions and Near Term Conditions. Based on the analysis findings, TJKM developed various alternatives for potential improvements on Willow Road and University Avenue between US 101 and Bayfront Expressway that could meet the project objectives. This report presents the conceptual plans, appropriate performance measures, and preliminary cost estimates for the potential improvements.

Summary

Currently, all study intersections, except the following six intersections, operate within acceptable level of service (LOS) standards, with service levels at LOS D or better during the a.m. and p.m. peak hours.

- The intersection of Willow Road / Newbridge Street operates at LOS E during both a.m. and p.m. peak hours.
- At the intersection of University Avenue / Michigan Avenue, the stop-controlled Michigan Avenue approach operates at LOS F with delay greater than 120 seconds per vehicle during the p.m. peak hour.
- At the intersection of University Avenue / Adams Drive, the stop-controlled Adams Drive approach operates at LOS F during both a.m. and p.m. peak hours.
- At the intersection of University Avenue / Purdue Avenue, the stop-controlled Purdue Avenue approach operates at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / Willow Road operates at LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / University Avenue operates at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.

Additionally, the intersection of University Avenue / Donohoe Street operates at LOS D with a delay of 53.7 seconds per vehicle (which is close to LOS E standard of 55.0 seconds per vehicle) during the p.m. peak hour.

Based on the accident analysis, the following two study intersections have collision rates that are significantly higher than the mean collision rate for comparable intersections:

- University Avenue / Donohoe Street
- University Avenue / Bell Street

In addition, the accident rates for the following two intersections are very close to the mean collision rate for comparable intersections:

- Willow Road / Newbridge Street
- University Avenue / Runnymede Street

Analysis of Near-Term Conditions assumes the addition of one percent annual growth in traffic volume over the next five years. All intersections with acceptable service levels for Existing Conditions are expected to continue operating at acceptable service levels in Near-Term Conditions, except the University Avenue / Donohoe Street intersection, which would deteriorate to LOS E in the p.m. peak hour. Under Near-Term Conditions, the following study intersections are expected to operate at LOS E or worse.

- The intersection of Willow Road / Newbridge Street would operate at LOS F during both a.m. and p.m. peak hours.
- The intersection of University Avenue / Donohoe Street would operate at LOS D with a delay of 51.3 seconds per vehicle (which is close to LOS E standard of 55.0 seconds per vehicle) during the a.m. peak hour and would operate at LOS E during the p.m. peak hour.
- At the intersection of University Avenue / Michigan Avenue, the stop-controlled Michigan Avenue approach would operate at LOS F with delay greater than 120 seconds per vehicle during the p.m. peak hour.
- At the intersection of University Avenue / Adams Drive, the stop-controlled Adams Drive approach would operate at LOS F during both a.m. and p.m. peak hours.
- At the intersection of University Avenue / Purdue Avenue, the stop-controlled Purdue Avenue approach would operate at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / Willow Road operates at LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / University Avenue operates at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.

Based on the comprehensive evaluation of existing and near-term traffic conditions, the needs for potential improvements on the Willow Road and University Avenue corridors were identified. TJKM developed various alternatives for potential improvements on Willow Road and University Avenue between US 101 and Bayfront Expressway that meet the project objectives, including reduced delays and queues for vehicle traffic and transit and enhanced safety for pedestrians and bicyclists. The background, need, opportunities, and a conceptual design approach for each of the recommended improvements is presented in detail in the report.

The needs and potential improvements can be broadly categorized and summarized as follows:

- I. System-wide operational improvement
 - a) Signal Coordination: Coordinate all signals along the University Avenue and Willow Road corridors; signal timings for all study intersections were optimized using a common cycle length on each corridor for the a.m. and the p.m. peaks. Reduces delay at intersections and travel time through the corridors.

2. Intersection-specific improvements (Safety and Operational)

- a) Willow Road and Newbridge Street: Roadway modifications and traffic control devices to improve conditions where traffic from northbound US 101 off-ramp merges onto eastbound Willow Road just west of the Newbridge Street intersection.
- b) Willow Road and Bayfront Expressway: Roadway modifications to increase capacity for the eastbound Willow Road right turn where long queues and delay conflict with the through lane and bicycle lane.
- c) University Avenue and Cooley Avenue: Restrict traffic access from Cooley Avenue to University Avenue to reduce neighborhood cut-through traffic and improve pedestrian safety crossing Cooley at the existing congested right-turn to University.
- d) University Avenue and Runnymede Street: Install a traffic signal system to add protected left-turn signal phase for University Avenue traffic and an emergency signal for the adjacent Fire Station access.
- e) University Avenue / Donohoe Street and Donohoe Street / Capitol Avenue: Roadway configuration, signal phasing, and traffic control modifications to address severe traffic congestion on northbound Donohoe Street that results in gridlock at the Capitol Avenue intersection.

3. Pedestrian/Bicycle/Other improvements

- a) Uncontrolled pedestrian crossings: Install in-roadway warning lights at two existing marked crosswalks on University Avenue, at Michigan Avenue and at Sacramento Street.
- b) Pedestrian safety across US 101 NB off ramp at University Avenue: Install devices to warn drivers about the pedestrian crossing, including warning signs, pedestrian-activated flashing beacons, and pavement markings.
- c) Pedestrian countdown signals: Install pedestrian signals that display the remaining time to cross at all existing traffic signals in the corridor, to enhance safety.
- d) Bicycle detection: Install bicycle detectors at all traffic signals, in the appropriate lanes on cross streets and left-turn lanes where a bicyclist would not otherwise trigger a green signal in the absence of motor vehicle traffic, to improve bicyclist convenience and safety.
- e) Emergency vehicle signal preemption: Install emergency vehicle preemption systems on all approaches at all traffic signals where they do not exist, including University Avenue signals and some cross street approaches to Willow Avenue, to improve emergency vehicle safety and response times.

TJKM evaluated the potential impacts of each alternative on vehicle traffic, pedestrians, bicyclists, transit, and on neighboring local streets. Synchro was used to analyze the benefits of signal coordination and each intersection-specific alternative to vehicle traffic LOS, delay, and queuing. TJKM met with City of Menlo Park, City of East Palo Alto, Caltrans, MTC and C/CAG staff to coordinate development of appropriate performance measures for the potential improvement alternatives, and to review the alternatives being considered.

Public outreach meetings were held on two occasions each in both Menlo Park and East Palo Alto. At the first meeting in each city, the findings of the existing and near-term traffic analyses were presented, a few general concepts for potential improvement alternatives were identified, and public comments were received. Based on public comments, potential improvement alternatives were further developed and analyzed, and those alternatives were presented at the second meeting in each city, where additional comments were received from transportation committee members and the public.

Subsequently, TJKM met with City of Menlo Park, City of East Palo Alto, Caltrans, MTC and C/CAG staff to finalize the recommended alternatives based on input from the public meetings. In addition to refinement of the potential alternatives listed above, two of those alternatives were significantly modified in the final recommendation:

- University Avenue and Cooley Avenue (2c above): The potential restriction of traffic access from Cooley Avenue to University Avenue was eliminated from consideration, based on concerns expressed at the East Palo Alto public meetings regarding potential traffic diversion impacts.
- University Avenue/ Donohoe Street and University Avenue / Capitol Avenue (2e): The project study team determined that the potential lane configuration modification under consideration, to add a northbound lane on Donohoe Street, would result in unacceptably narrow lanes for large trucks, unless the roadway is physically widened. As a result, the final recommendation is that the City of East Palo Alto work toward acquisition of additional public right-of-way on the south side of Donohoe Street to allow for the roadway widening needed to add a traffic lane. However, the cost and complexity of this alternative suggest a significantly longer time frame and less definite feasibility in comparison to the other recommended improvements. The final recommendation also includes additional signage and pavement markings at this location to provide clearer direction to drivers regarding the correct lane to use for various traffic movements, as well as enhanced "Do Not Block Intersection" signs at the Capitol Avenue intersection.

TJKM presented the final recommendations to the City Councils of Menlo Park and East Palo Alto at a regular meeting of each council. Council members had minor questions and comments, and generally accepted the recommended improvement concepts. Implementation will be the responsibility of each city to include in their capital improvement programs (CIP), in coordination as appropriate with MTC and C/CAG for potential funding opportunities, such as the Program for Arterial System Synchronization (PASS) and Measure M funds, respectively.

Intersection Analysis Methodology

Study Methodology

TJKM evaluated traffic conditions at twenty study intersections during both a.m. and p.m. peak hours for a typical weekday. The peak periods observed were between 7:00 a.m. – 9:00 a.m. and 4:00 p.m. – 6:00 p.m. The study intersections and their associated traffic controls are as follows:

- Willow Road / Newbridge Street (Signal)
- Willow Road / O'Brien Drive (Signal)
- Willow Road / Ivy Drive (Signal)
- Willow Road / Hamilton Avenue (Signal)
- University Avenue / Donohoe Street (Signal)
- University Avenue / Bell Street (Signal)
- University Avenue / Runnymede Street (Signal)
- University Avenue / Cooley Avenue (Stop Sign on Cooley)
- University Avenue / Bay Road (Signal)
- University Avenue / Michigan Avenue (Stop Sign on Michigan)
- University Avenue / Kavanaugh Drive (Signal)
- University Avenue / Notre Dame Avenue (Signal)
- University Avenue / O'Brien Drive (Signal)
- University Avenue / Adams Drive (Stop Sign on Adams)
- University Avenue / Purdue Avenue (Stop Sign on Purdue)
- Capitol Avenue / Donohoe Street (Signal)
- University Avenue / US 101 SB Ramps (Signal)
- University Avenue / Woodland Avenue (Signal)
- Willow Road / Bayfront Expressway (Signal)
- University Avenue / Bayfront Expressway (Signal)

Figure 1 illustrates the study area intersections and the project vicinity. Figure 2 illustrates the existing lane geometry and traffic controls for the study intersections.

This study addresses the following two (2) traffic scenarios:

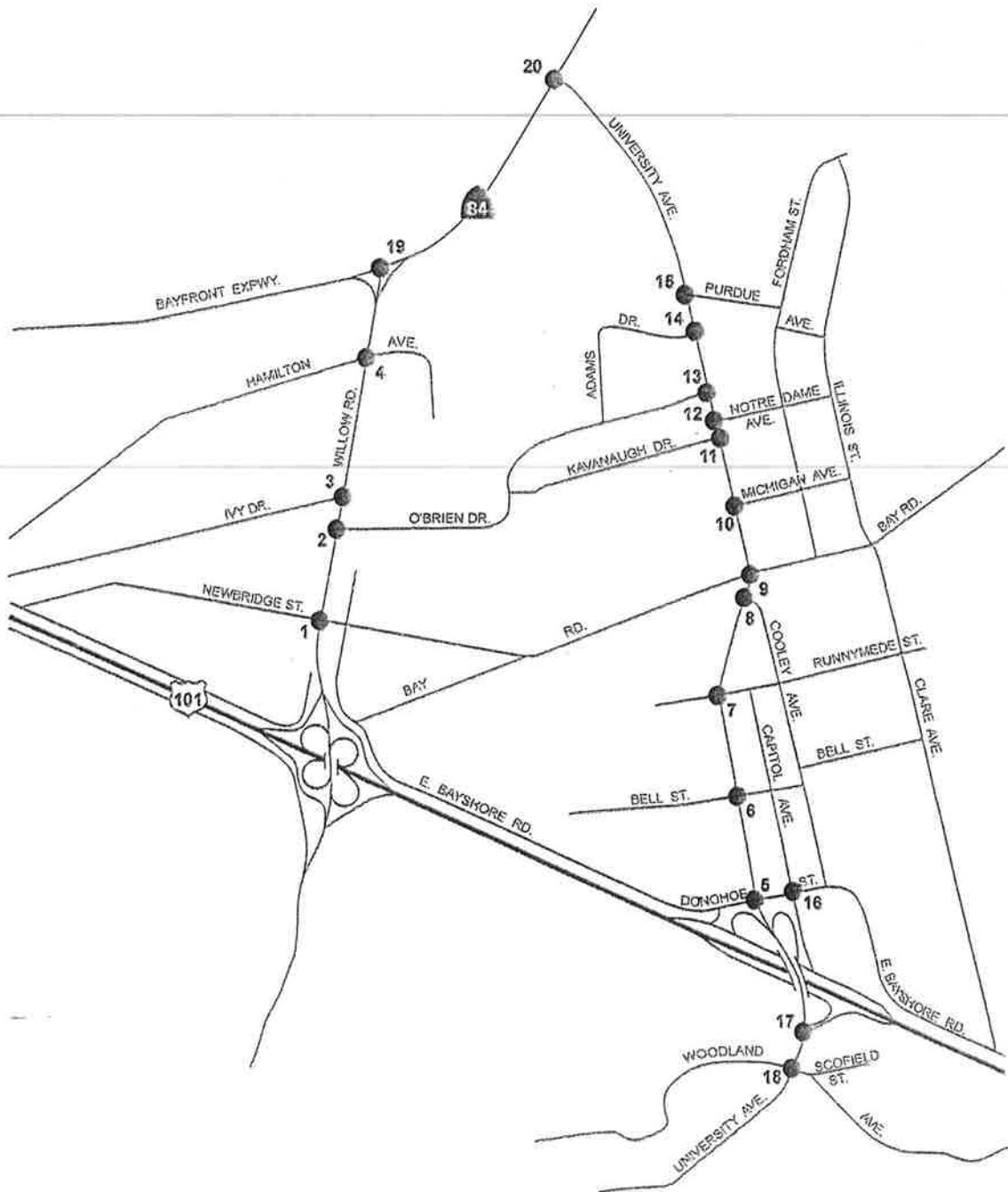
1. *Existing Conditions* – This scenario evaluates current intersection conditions based on field surveys and existing vehicle, bicycle, and pedestrian counts.
2. *Near Term Conditions* – This scenario is identical to Existing Conditions, but with the addition of one percent annual growth in traffic volume over the next five years.

Level of Service Analysis Methodology

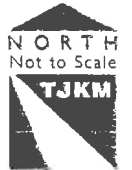
Traffic impacts on the study intersections were quantified through the determination of level of service (LOS), a qualitative measure describing operational conditions within a traffic stream. There are six levels of service defined for each type of facility (i.e., roadway or intersection) that is analyzed. LOS has letter designations ranging from A to F, with LOS A representing free-flow traffic with little or no delay and LOS F representing jammed conditions with excessive delay and long back-ups. Procedures for analyzing each type of facility are based on the *Highway Capacity Manual 2000 (HCM 2000)*. The LOS methodology is described in detail in Appendix A.

San Mateo County - Willow Road and University Avenue
Vicinity Map

Figure
1

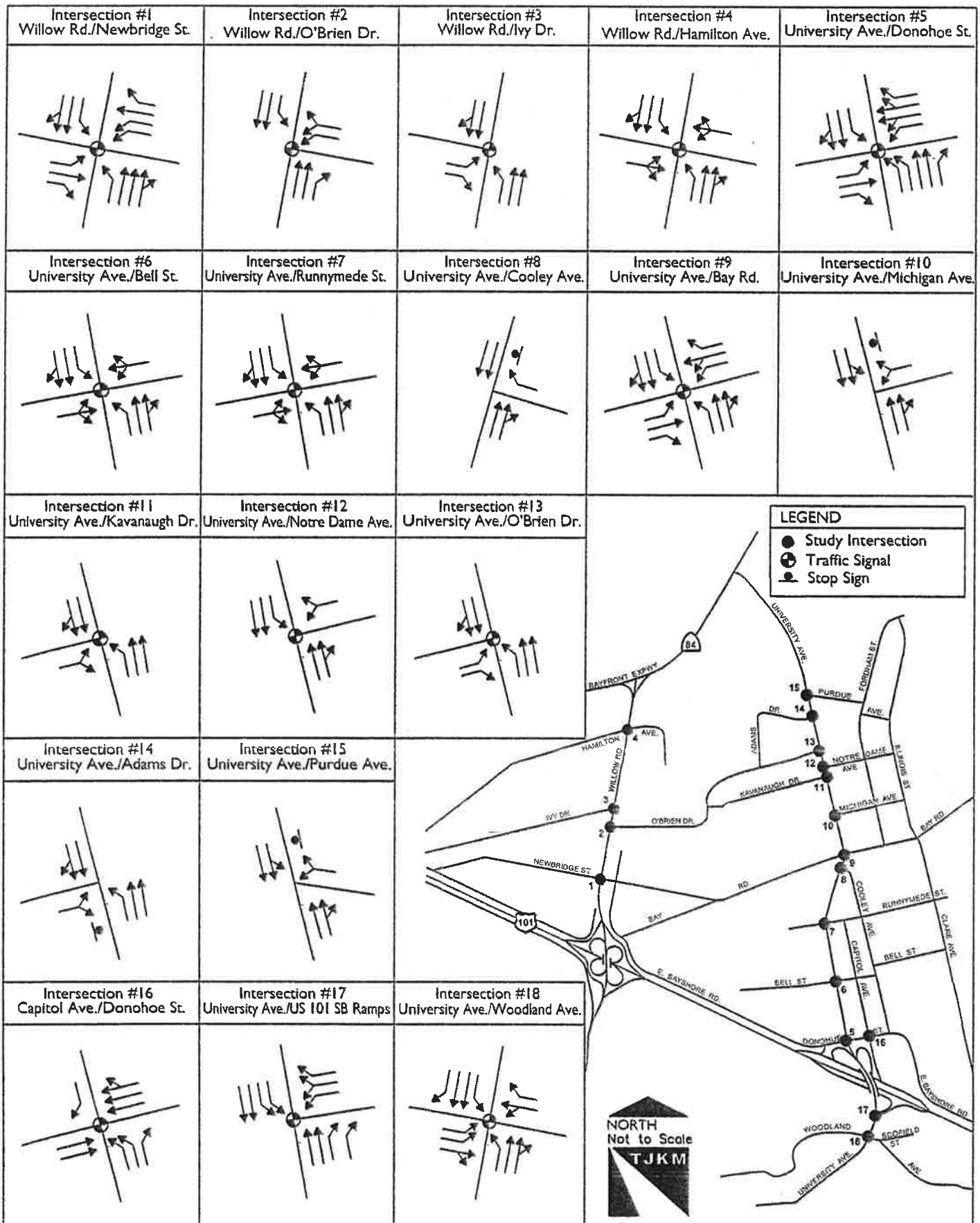


LEGEND
● Study Intersection



San Mateo County - Willow Road and University Avenue
Existing Lane Geometry and Controls

Figure
2



Existing Conditions

Existing Roadway Network

University Avenue is a four-lane urban arterial roadway that runs approximately east-west connecting the Bayfront Expressway (State Route 84) and west side of US 101 in the study area. University Avenue west of Michigan Avenue has a posted speed limit of 25 mph for both directions. The posted speed limit east of Michigan Avenue is 35 mph for both directions.

Willow Road is a four-lane urban arterial roadway that runs approximately east-west connecting the Bayfront Expressway to the east and the west side of US 101 in the study area. The posted speed limit in the eastbound direction is 40 mph and in the westbound direction is 35 mph.

O'Brien Drive is a two-lane local roadway that runs north-south between Willow Road and University Avenue.

Bay Road is a two-lane local roadway that runs north-south between Newbridge Street and University Avenue. It becomes a four-lane roadway between University Avenue and Pulgas Avenue.

Newbridge Street is a two-lane local roadway that runs north-south between Pierce Road and Bay Road.

Donohoe Street is a portion of the East Bayshore Road. In the study area it is a local roadway with varying lane configuration from two lanes to five lanes that runs north-south between Euclid Avenue and Clarke Avenue.

Existing Transit Service

The following transit services exist within the study area:

- *Willow Road Caltrain Shuttle Service* – The Caltrain shuttle provides service between the Menlo Park Caltrain Station and the Willow Road area office buildings during commute hours. The shuttles serve the business parks to the west and east of US 101 for about three hours during the morning commute and four hours during the evening commute.
- *Midday Shuttle Service* is a free community service route that is open to the general public. The shuttle is a popular service, particularly for seniors. It runs along Willow Road and connects several destinations in the City of Menlo Park. This line operates on an hourly schedule on Monday to Friday between 9:30 a.m. and 3:30 p.m.
- *Samtrans Routes 281, 297, and 397* provide seven-day operation serving the cities of Menlo Park, East Palo Alto and Palo Alto. These buses travel through a portion of University Avenue within the study area.
- *Dumbarton Express* provides express service between Palo Alto and Union City. The Dumbarton Express serves both Willow Road and University Avenue with stops at the intersection of Willow Road / Middlefield Road and University Avenue / Bay Road within the study area.

Existing Bicycle Facilities

There is an existing Class II bike lane on Willow Road between US 101 and Hamilton Avenue. The bike lanes are provided for both the westbound and eastbound directions. There is a Class II bike lane on University Avenue as well serving both directions within the study area.

Existing Traffic Volumes

Quality Counts collected existing weekday a.m. and p.m. peak hour vehicle, pedestrian, and bicycle counts at all the study intersections on University Avenue in November 2009. Vehicle counts for the study intersections on Willow Road were obtained from the City of Menlo Park, which collected the peak hour turning movement volumes in October 2009. Peak hour pedestrian and bicycle counts were collected at the Willow Road study intersections in March 2010. Figure 3 shows existing turning movement volumes at the study intersections.

Existing Pedestrian Facilities/Activity

TJKM reviewed existing pedestrian conditions in the project study area. The pedestrian activity is high near the densely developed areas. Pedestrian sidewalks and crosswalks are provided on all signalized intersections within the study area.

Table I and Table II summarize the pedestrian counts by direction for each of the study intersections during the a.m. and p.m. peak hours.

The following three intersections on University Avenue have high pedestrian activity:

- University Avenue / Bay Road
- University Avenue / Woodland Road
- University Avenue / Donohoe Street

There are three uncontrolled pedestrian crossings on University Avenue at the following locations:

- University Avenue / Weeks Street
- University Avenue / Sacramento Street
- University Avenue / Michigan Avenue

San Mateo County - Willow Road and University Avenue Existing Turning Movement Volumes

Figure
3

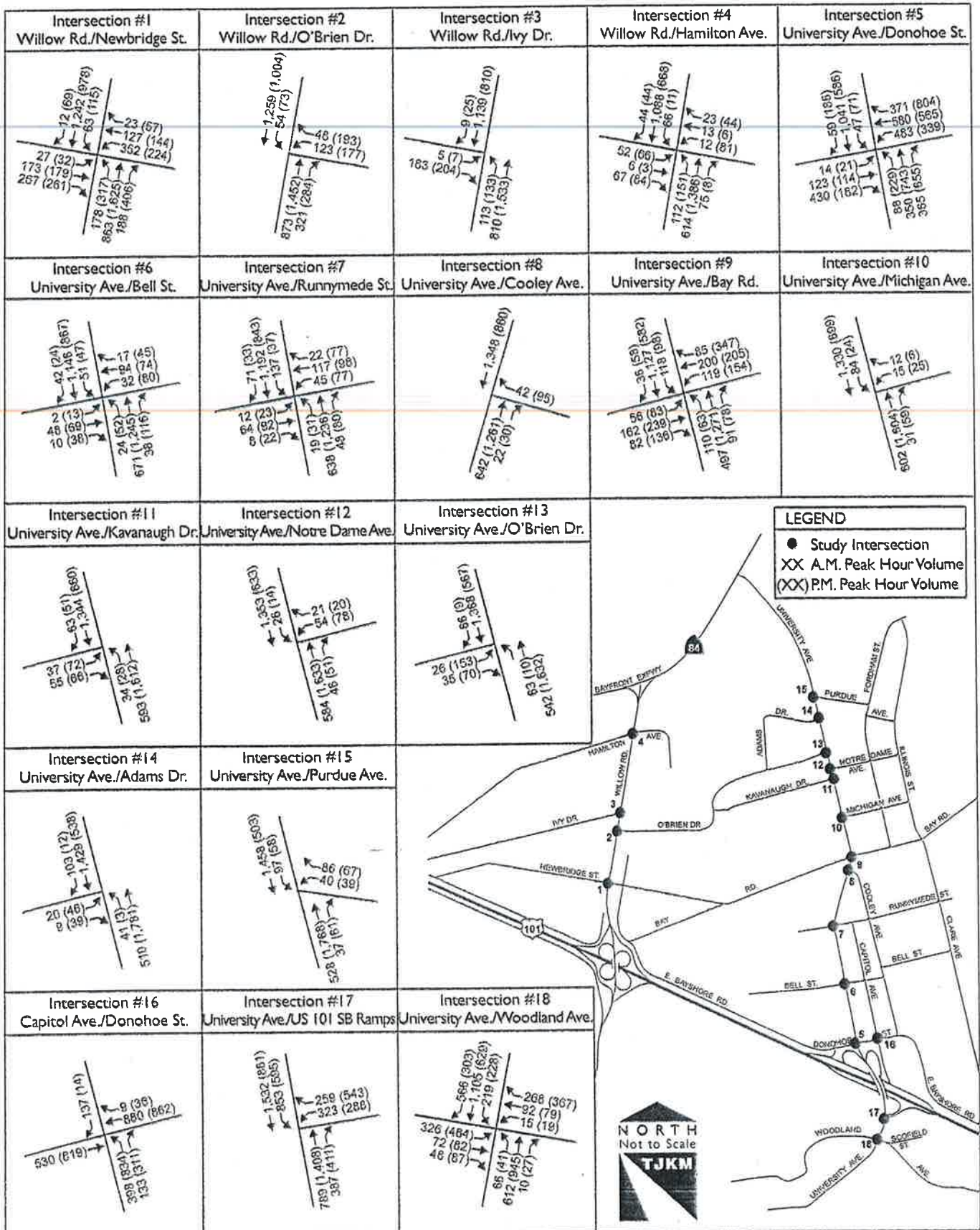


Table I: Existing Pedestrian Counts during the A.M. Peak Hour

ID	Intersection	Control	Westside	Eastside	Southside	Northside
1	Willow Road / Newbridge Street	Signal	7	16	0	7
2	Willow Road/ O'Brien Drive	Signal	0	0	5	0
3	Willow Road / Ivy Drive	Signal	0	1	5	3
4	Willow Road / Hamilton Avenue	Signal	1	2	0	2
5	University Avenue / Donohoe Street	Signal	1	34	1	20
6	University Avenue / Bell Street	Signal	6	7	9	14
7	University Avenue / Runnymede Street	Signal	1	11	8	5
8	University Avenue / Cooley Avenue	Signal	11	1	1	0
9	University Avenue / Bay Road	Signal	14	18	70	15
10	University Avenue / Michigan Avenue	Stop	1	0	11	0
11	University Avenue / Kavanaugh Drive	Signal	0	0	10	1
12	University Avenue / Notre Dame Avenue	Signal	6	0	0	2
13	University Avenue / O'Brien Drive	Signal	0	0	0	0
14	University Avenue / Adams Drive	Stop	0	0	0	0
15	University Avenue / Purdue Avenue	Stop	0	0	0	0
16	Capitol Avenue / Donohoe Street	Signal	0	0	1	25
17	University Avenue / US 101 SB Ramps	Signal	1	0	0	0
18	University Avenue / Woodland Avenue	Signal	9	34	45	4
19	Bayfront Expressway / Willow Road	Signal	0	0	0	1
20	Bayfront Expressway / University Avenue	Signal	3	0	0	0

Table II: Existing Pedestrian Counts during the P.M. Peak Hour

ID	Intersection	Control	Westside	Eastside	Southside	Northside
1	Willow Road / Newbridge Street	Signal	18	43	6	17
2	Willow Road/ O'Brien Drive	Signal	0	0	12	0
3	Willow Road / Ivy Drive	Signal	15	10	26	12
4	Willow Road / Hamilton Avenue	Signal	1	0	1	0
5	University Avenue / Donohoe Street	Signal	1	33	0	24
6	University Avenue / Bell Street	Signal	1	10	9	36
7	University Avenue / Runnymede Street	Signal	10	16	12	13
8	University Avenue / Cooley Avenue	Signal	24	0	0	0
9	University Avenue / Bay Road	Signal	13	46	56	31
10	University Avenue / Michigan Avenue	Stop	2	0	14	0
11	University Avenue / Kavanaugh Drive	Signal	0	0	0	0
12	University Avenue / Notre Dame Avenue	Signal	3	4	2	4
13	University Avenue / O'Brien Drive	Signal	0	1	0	0
14	University Avenue / Adams Drive	Stop	0	0	0	0
15	University Avenue / Purdue Avenue	Stop	0	0	0	0
16	Capitol Avenue / Donohoe Street	Signal	1	0	4	22
17	University Avenue / US 101 SB Ramps	Signal	0	0	0	0
18	University Avenue / Woodland Avenue	Signal	0	28	37	1
19	Bayfront Expressway / Willow Road	Signal	1	0	0	20
20	Bayfront Expressway / University Avenue	Signal	0	0	0	1

Existing Average Daily Traffic Counts

In addition to intersection turning movement counts, 72-hour tube counts were performed at the following 16 locations within the study area. Table III lists the street segments and the corresponding Average Daily Traffic (ADT) Volume. Figure 4 shows the average daily traffic counts in each direction on Willow Road, University Avenue, East Bayshore Road, Newbridge Street, and O'Brien Drive.

Table III: Average Daily Traffic Count Locations

#	Street	Segment	ADT
1	Bayshore Road	North of Euclid	8,423
2	Euclid Road	Between Donohoe and Runnymede	3,019
3	Cooley Avenue	Between Donohoe and Weeks Street	4,402
4	Clarke Avenue	Between East Bayshore and Runnymede	2,688
5	Clarke Avenue	Between Runnymede and Notre Dame	2,176
6	Pulgas Avenue	Between East Bayshore and Runnymede	5,880
7	Notre Dame	South of University Avenue	1,465
8	Purdue Avenue	South of University Avenue	1,948
9	Hamilton Avenue	North of Willow Rd.	3,560
10	Ivy Drive	North of Willow Rd.	2,987
11	Newbridge Street	North of Willow Rd.	6,538
12	O'Brien Drive	South of Willow Rd.	6,053
13	Willow Road	East of US 101	32,766
14	Willow Road	West of Bayfront Expressway	19,840
15	University Avenue	East of US 101	29,210
16	University Avenue	West of Bayfront Expressway	22,540

Intersection Level of Service Analysis – Existing Conditions

Table IV below summarizes peak hour levels of service at the eighteen study intersections under Existing Conditions. LOS worksheets are provided in Appendix B.

Currently, all study intersections, except the following six intersections, operate within acceptable level of service (LOS) standards, with service levels at LOS D or better during the a.m. and p.m. peak hours.

- The intersection of Willow Road / Newbridge Street operates at LOS E during both a.m. and p.m. peak hours.
- At the intersection of University Avenue / Michigan Avenue, the stop-controlled Michigan Avenue approach operates at LOS F with delay greater than 120 seconds per vehicle during the p.m. peak hour.
- At the intersection of University Avenue / Adams Drive, the stop-controlled Adams Drive approach operates at LOS F during both a.m. and p.m. peak hours.

- At the intersection of University Avenue / Purdue Avenue, the stop-controlled Purdue Avenue approach operates at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / Willow Road operates at LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / University Avenue operates at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.

Additionally, the intersection of University Avenue / Donohoe Street operates at LOS D with a delay of 53.7 seconds per vehicle (which is close to LOS E standard of 55.0 seconds per vehicle) during the p.m. peak hour.

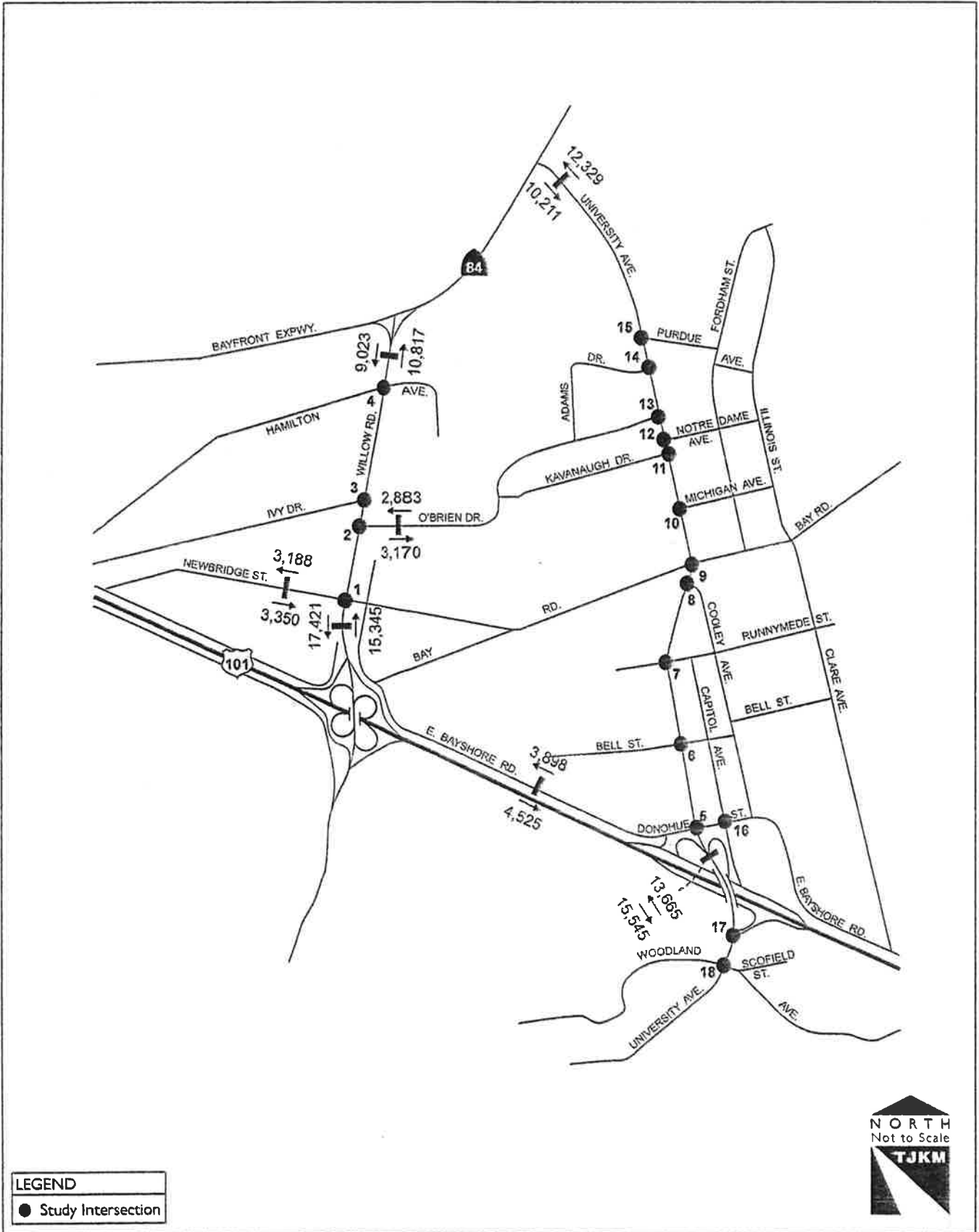
Table IV: Peak Hour Intersection Levels of Service – Existing Conditions

ID	Intersection	Control	Existing Conditions			
			A.M. Peak Hour		P.M. Peak Hour	
			Delay	LOS	Delay	LOS
1	Willow Road / Newbridge Street	Signal	69.6	E	65.4	E
2	Willow Road/ O'Brien Drive	Signal	6.9	A	12.5	B
3	Willow Road / Ivy Drive	Signal	22.6	C	21.4	C
4	Willow Road / Hamilton Avenue	Signal	16.4	B	20.9	C
5	University Avenue / Donohoe Street	Signal	44.4	D	54.8	D
6	University Avenue / Bell Street	Signal	6.7	A	10.7	B
7	University Avenue / Runnymede Street	Signal	8.7	A	11.0	B
8	University Avenue / Cooley Avenue	Signal	11.7	B	15.4	C
9	University Avenue / Bay Road	Signal	27.8	C	40.8	D
10	University Avenue / Michigan Avenue	Stop	21.8	C	>120	F
11	University Avenue / Kavanaugh Drive	Signal	19.3	B	8.1	A
12	University Avenue / Notre Dame Avenue	Signal	24.3	C	5.0	A
13	University Avenue / O'Brien Drive	Signal	8.7	A	6.7	A
14	University Avenue / Adams Drive	Stop	> 80	F	55.8	F
15	University Avenue / Purdue Avenue	Stop	45.4	E	>120	F
16	Capitol Avenue / Donohoe Street	Signal	18.7	B	30.0	C
17	University Avenue / US 101 SB Ramps	Signal	19.3	B	22.8	C
18	University Avenue / Woodland Avenue	Signal	26.5	C	30.1	C
19	Bayfront Expressway / Willow Road	Signal	19.3	B	>120	F
20	Bayfront Expressway / University Avenue	Signal	61.5	E	>120	F

Notes: Delay = Average control delay in seconds per vehicle. LOS = Level of Service. Values are for the critical minor approach of unsignalized intersections, and overall for signalized intersections.

San Mateo County - Willow Road and University Avenue
Average Daily Traffic (ADT)

Figure
4



Accident Analysis – Existing Conditions

Accident data at study intersections along University Avenue and Willow Road was obtained from the City of Menlo Park and City of East Palo Alto. Table V summarizes the accident history by type of collision (rear-end, side-swipe, broadside) and the intersection locations. TJKM evaluated the accident history in order to determine any obvious accident patterns in the past collisions.

There were a total of 491 accidents reported during the five-year period in the study area with 192 rear-end collisions and 129 broadside collisions. The intersection of University Avenue / Donohoe has the highest number of collisions on University Avenue with 111 collisions. The intersection of Willow Road / Newbridge Street has the highest number of collisions on Willow Road with 51 collisions within the past five years.

There were a total of 351 accidents reported at University Avenue intersections and 144 accidents reported at Willow Road intersections. The most common type of collision was rear-end collisions followed by broadside collisions.

Table V: Accidents by Type of Collision

ID	Intersection	Total	Head-on	Rear-end	Broadside	Sideswipe	Bike/ Pedestrian	Other
1	Willow Rd. / Newbridge St.	51	1	26	9	11	0	4
2	Willow Rd/ O'Brien Drive	10	0	7	2	0	0	1
3	Willow Rd. / Ivy Drive	15	2	6	3	3	0	1
4	Willow Rd. / Hamilton Ave.	13	1	7	2	3	0	0
5	University Ave. / Donohoe St.	111	6	43	21	33	1	7
6	University Ave. / Bell St.	55	3	12	28	4	4	4
7	University Ave. / Runnymede St.	35	3	3	18	6	1	4
8	University Ave. / Cooley Ave.	5	1	1	2	0	1	0
9	University Ave. / Bay Rd.	37	1	15	5	8	2	6
10	University Ave. / Michigan Ave.	8	0	3	2	1	1	1
11	University Ave. / Kavanaugh Drive	12	1	6	1	4	0	0
12	University Ave. / Notre Dame Ave.	7	0	5	1	1	0	0
13	University Ave. / O'Brien Drive	3	0	3	0	0	0	0
14	University Ave. / Adams Drive	3	0	1	1	0	0	1
15	University Ave. / Purdue Ave.	7	0	1	4	2	0	0
16	Capitol Ave. / Donohoe St.	26	3	9	3	8	1	2
17	University Ave. / US 101 SB Ramps	19	1	14	3	1	0	0
18	University Ave. / Woodland Ave.	24	1	16	3	1	1	2
19	Bayfront Expressway / Willow Road	25	0	6	11	6	0	2
20	Bayfront Expressway / University Avenue	25	0	8	10	4	0	3
Totals		491	24	192	129	96	12	38

The collision data for study intersections were compared with the statewide mean collision rate for roadways with similar characteristics. This comparative analysis was undertaken using the Rate Quality Control Method.

The Rate Quality Control Method flags a location as hazardous if it satisfies the following threshold:

$$\text{Accident Rate} > \beta$$

The analysis method assists in identifying "accident-prone" locations where collision rates are significantly higher than the mean collision rate for a comparable traffic volume. β was set at the 95th-percentile confidence level, meaning that the observed accident rate would only occur by chance five times out of one hundred due to chance alone. Based on the 2007 accident data on California State Highways, the average statewide accident rates per million vehicles for a signalized four-legged intersection and a signalized three-legged intersection are 0.58 and 0.43 respectively, and the accident rate for a three-legged unsignalized intersection is 0.19. "Hazardous" intersections are identified as those having significantly higher accident rates than the statewide average.

Table VI summarizes the accident rate analysis. Additionally, Appendix C contains collision diagrams for the study intersections. Based on the collision data analysis, two study intersections fall under the "Hazardous" location category:

- University Avenue / Donohoe Street
- University Avenue / Bell Street

It is noted that signal upgrade to include protected left-turn arrow signal displays are already planned and designed for the intersection of University Avenue/Bell Street. That improvement is expected to reduce collisions considerably.

In addition, the following intersections are very close to being considered a Hazardous location:

- Willow Road / Newbridge Street
- University Avenue / Runnymede Street

Table VI: Accident Rate Analysis

ID	Intersection	Total	Accident Rate ¹	β ²	Remark
1	Willow Road / Newbridge Street	51	0.71	0.73	Non Hazardous location
2	Willow Road / O'Brien Drive	10	0.19	0.30	Non Hazardous location
3	Willow Road / Ivy Drive	15	0.33	0.60	Non Hazardous location
4	Willow Road / Hamilton Avenue	13	0.30	0.60	Non Hazardous location
5	University Avenue / Donohoe Street	111	1.44	0.73	Hazardous location
6	University Avenue / Bell Street	55	1.24	0.78	Hazardous location
7	University Avenue / Runnymede Street	35	0.76	0.78	Non Hazardous location
8	University Avenue / Cooley Avenue	5	0.13	0.32	Non Hazardous location
9	University Avenue / Bay Road	37	0.68	0.76	Non Hazardous location
10	University Avenue / Michigan Avenue	8	0.20	0.31	Non Hazardous location
11	University Avenue / Kavanaugh Drive	12	0.28	0.61	Non Hazardous location
12	University Avenue / Notre Dame Avenue	7	0.17	0.61	Non Hazardous location
13	University Avenue / O'Brien Drive	3	0.07	0.61	Non Hazardous location
14	University Avenue / Adams Drive	3	0.07	0.31	Non Hazardous location
15	University Avenue / Purdue Avenue	7	0.16	0.31	Non Hazardous location
16	Capitol Avenue / Donohoe Street	26	0.57	0.78	Non Hazardous location
17	University Avenue / US 101 SB Ramps	19	0.25	0.56	Non Hazardous location
18	University Avenue / Woodland Avenue	24	0.39	0.75	Non Hazardous location
19	Bayfront Expressway / Willow Road	25	0.27	0.72	Non Hazardous location
20	Bayfront Expressway / University Avenue	25	0.20	0.70	Non Hazardous location
Totals		491			

Notes: 1) Accident Rate is defined as the number of accidents per million vehicles entering the intersection.
 2) β is right hand expression of the inequality, given as: $\beta = XS + K (XS/V_i)0.5 + 1/2 V_i$. Where
 XS = mean accident rate for locations with characteristics similar to those of location i.
 V_i = volume of traffic at location i, in the same units as the accident rates are given.
 K = 1.64 (constant)

Near-Term Conditions

Intersection Level of Service Analysis – Near-Term Conditions

This scenario is identical to Existing Conditions, but with the addition of one percent annual growth in traffic volume assumed over the next five years. Figure 5 shows near-term turning movement volumes at the study intersections.

Table VII below summarizes peak hour levels of service at the study intersections under Near-Term Conditions. LOS worksheets are provided in Appendix D. All intersections with acceptable service levels for Existing Conditions are expected to continue operating at acceptable service levels in Near-Term Conditions, except the University Avenue / Donohoe Street intersection, which would deteriorate to LOS E in the p.m. peak hour. Under Near-Term Conditions, the following study intersections are expected to operate at LOS E or worse.

- The intersection of Willow Road / Newbridge Street would operate at LOS F during both a.m. and p.m. peak hours.
- The intersection of University Avenue / Donohoe Street would operate at LOS D with a delay of 51.3 seconds per vehicle (which is close to LOS E standard of 55.0 seconds per vehicle) during the a.m. peak hour and operates at LOS E during the p.m. peak hour.
- At the intersection of University Avenue / Michigan Avenue, the stop-controlled Michigan Avenue approach would operate at LOS F with delay greater than 120 seconds per vehicle during the p.m. peak hour.
- At the intersection of University Avenue / Adams Drive, the stop-controlled Adams Drive approach would operate at LOS F during both a.m. and p.m. peak hours.
- At the intersection of University Avenue / Purdue Avenue, the stop-controlled Purdue Avenue approach would operate at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.
- The intersection of Bayfront Expressway / Willow Road would operate at LOS F during the p.m. peak hour.

The intersection of Bayfront Expressway / University Avenue would operate at LOS E during the a.m. peak hour and LOS F during the p.m. peak hour.

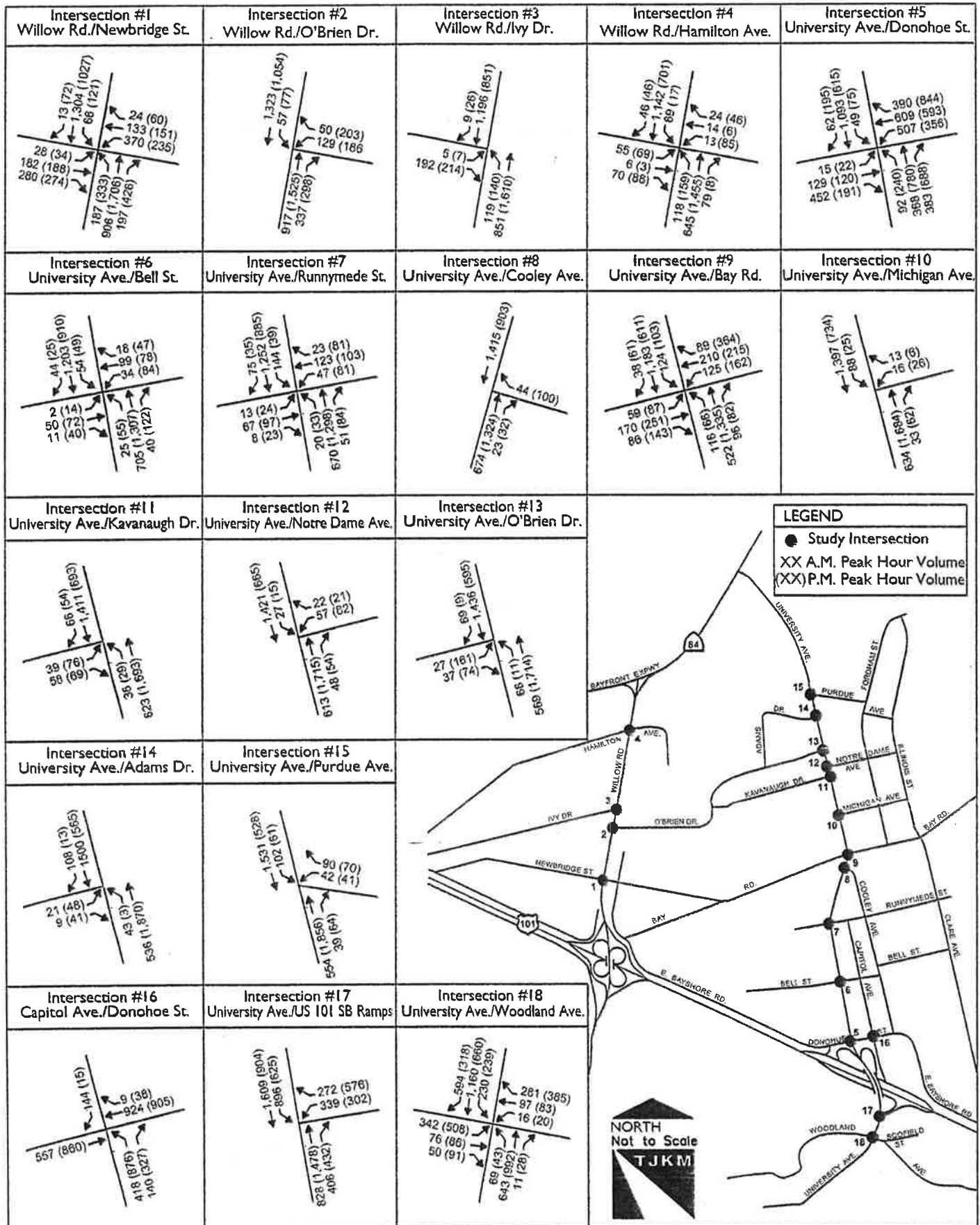
Table VII: Peak Hour Intersection Levels of Service – Near-Term Conditions

ID	Intersection	Control	Near Term Conditions			
			A.M. Peak Hour		P.M. Peak Hour	
			Delay	LOS	Delay	LOS
1	Willow Road / Newbridge Street	Signal	86.5	F	>120	F
2	Willow Road/ O'Brien Drive	Signal	7.1	A	13.3	B
3	Willow Road / Ivy Drive	Signal	25.3	C	23.3	C
4	Willow Road / Hamilton Avenue	Signal	16.9	B	31.3	C
5	University Avenue / Donohoe Street	Signal	51.3	D	62.1	E
6	University Avenue / Bell Street	Signal	6.8	A	11.4	B
7	University Avenue / Runnymede Street	Signal	9.2	A	11.3	B
8	University Avenue / Cooley Avenue	Stop	11.8	B	15.6	C
9	University Avenue / Bay Road	Signal	28.3	C	44.0	D
10	University Avenue / Michigan Avenue	Stop	23.8	C	>120	F
11	University Avenue / Kavanaugh Drive	Signal	24.9	C	9.1	A
12	University Avenue / Notre Dame Avenue	Signal	27.1	C	5.3	A
13	University Avenue / O'Brien Drive	Signal	9.1	A	6.5	A
14	University Avenue / Adams Drive	Stop	> 80	F	> 80	F
15	University Avenue / Purdue Avenue	Stop	61.5	F	>120	F
16	Capitol Avenue / Donohoe Street	Signal	18.9	B	29.8	C
17	University Avenue / US 101 SB Ramps	Signal	20.3	C	26.5	C
18	University Avenue / Woodland Avenue	Signal	27.1	C	32.2	C
19	Bayfront Expressway / Willow Road	Signal	21.3	C	>120	F
20	Bayfront Expressway / University Avenue	Signal	70.5	E	>120	F

Notes: Delay = Average control delay in seconds per vehicle. LOS = Level of Service.
Values are for the critical minor approach of unsignalized intersections, and overall for signalized intersections

San Mateo County - Willow Road and University Avenue Near Term Turning Movement Volumes

Figure
5



Potential Improvements

Based on the comprehensive evaluation of existing and near-term traffic conditions, the needs for potential improvements on the Willow Road and University Avenue corridors were identified. TJKM developed various alternatives for potential improvements on Willow Road and University Avenue between US 101 and Bayfront Expressway that meet the project objectives, including reduced delays and queues for vehicle traffic and transit and enhanced safety for pedestrians and bicyclists. This section of the report presents background, need, opportunities, and a conceptual design approach for each of the recommended improvements.

The needs and potential improvements can be broadly categorized into the following groups:

1. System-wide operational improvement
 - a) Signal Coordination (all signals along University Avenue and Willow Road)
2. Intersection-specific improvements (Safety and Operational)
 - a) Willow Road / Newbridge Street and northbound US 101 Off-ramp to Willow
 - b) Willow Road and Bayfront Expressway
 - c) University Avenue and Cooley Avenue
 - d) University Avenue and Runnymede Street
 - e) University Avenue / Donohoe Street and Donohoe Street / Capitol Avenue
3. Pedestrian/Bicycle/Other improvements
 - a) Uncontrolled pedestrian crossings
 - b) Pedestrian safety across US 101 NB off-ramp at University Avenue
 - c) Pedestrian countdown signals
 - d) Bicycle detection
 - e) Emergency vehicle signal preemption

TJKM evaluated the potential impacts of each alternative on vehicle traffic, pedestrians, bicyclists, transit, and on neighboring local streets. Synchro was used to analyze the benefits of signal coordination and each intersection-specific alternative to vehicle traffic LOS, delay, and queuing. TJKM met with City of Menlo Park, City of East Palo Alto, Caltrans, MTC and C/CAG staff to coordinate development of appropriate performance measures for the potential improvement alternatives, and to review the alternatives being considered. The need, conceptual design approach, evaluation of potential impacts, and performance measures for each of the potential improvement alternatives are presented in detail in the subsequent sections of this report.

Although the stop-controlled side streets intersecting University Avenue at Michigan Avenue, Adam Drive, and Purdue Avenue are expected to continue operating at unacceptable levels of service, this study did not identify any improvements for those intersections. In many communities similar to East Palo Alto, where arterial roadways have unsignalized intersections with low-volume side streets it is not unusual for the side street to operate at below-standard LOS. In most cases, it is often physically and operationally infeasible to provide improvements that would achieve acceptable LOS on the side street without impeding traffic flow on the major street, i.e. University Avenue. TJKM experience has found that the most typical mitigation measure used for improving

below-standard side street operations is to install a traffic signal. However, in this case it is operationally undesirable to install traffic signals at these locations, because the intersections do not meet signal warrants and signals would increase the delays on University Avenue at these intersections. Additionally, the reduced side street delay resulting with a signal would likely attract higher cut-through traffic volumes to the local neighborhood streets connecting to the intersection. Because these results would be contrary to the objectives of this study, no such improvements are recommended for the three subject stop-controlled side street intersections on University Avenue.

System-Wide Operational Improvement

Signal Coordination

Need

Based on the near-term LOS conditions described in a previous section of this report, four signalized intersections operate below the acceptable LOS. Traffic signal coordination is typically needed to process traffic efficiently through a group of intersections. Signal coordination utilizes the existing roadway infrastructure by insuring optimum travel speeds while reducing delay. Currently, the signals on University Avenue and Willow Road are not coordinated. The signals are operating with variable cycle lengths, which differ between intersections. This results in excessive delay, long queues, and an increased number of vehicle stops, which in turn increases vehicle emissions and poor air quality.

Improvement

To maximize the efficiency of the roadway system, TJKM recommends coordinating all the signals along the University Avenue and Willow Road corridor. Traffic signal coordination requires the cycle lengths at each of the intersection to be the same. Signal timings for all study intersections on University Avenue and Willow Road were optimized using a common cycle length for the a.m. and the p.m. peak periods.

The revised delays and LOS are presented in Tables VIII and IX.

Table VIII: A.M. Peak Near-Term Conditions Before and After Improvement

ID	Intersection	Control	A.M. Near Term Conditions			
			Before Improvement		After Improvement	
			Delay	LOS	Delay	LOS
1	Willow Road / Newbridge Street	Signal	86.5	F	58.2	E
2	Willow Road/ O'Brien Drive	Signal	7.1	A	7.1	A
3	Willow Road / Ivy Drive	Signal	25.3	C	9.0	A
4	Willow Road / Hamilton Avenue	Signal	16.9	B	17.9	B
5	University Avenue / Donohoe Street	Signal	51.3	D	37.3	D
6	University Avenue / Bell Street	Signal	6.8	A	7.1	A
7	University Avenue / Runnymede Street	Signal	9.2	A	6.7	A
9	University Avenue / Bay Road	Signal	28.3	C	25.9	C
11	University Avenue / Kavanaugh Drive	Signal	24.9	C	5.6	A
12	University Avenue / Notre Dame Avenue	Signal	27.1	C	8.9	A
13	University Avenue / O'Brien Drive	Signal	9.1	A	8.3	A
16	Capitol Avenue / Donohoe Street	Signal	18.9	B	22.5	C
17	University Avenue / US 101 SB Ramps	Signal	20.3	C	16.0	B
18	University Avenue / Woodland Avenue	Signal	27.1	C	29.8	C
19	Bayfront Expressway / Willow Road	Signal	21.3	C	25.8	C
20	Bayfront Expressway / University Avenue	Signal	70.5	E	28.0	C

Table IX: P.M. Peak Near-Term Conditions Before and After Improvement

ID	Intersection	Control	P.M. Near Term Conditions			
			Before Improvement		After Improvement	
			Delay	LOS	Delay	LOS
1	Willow Road / Newbridge Street	Signal	>120	F	45.0	D
2	Willow Road/ O'Brien Drive	Signal	13.3	B	14.0	B
3	Willow Road / Ivy Drive	Signal	23.3	C	7.1	A
4	Willow Road / Hamilton Avenue	Signal	31.3	C	14.6	B
5	University Avenue / Donohoe Street	Signal	62.1	E	39.9	D
6	University Avenue / Bell Street	Signal	11.4	B	9.7	A
7	University Avenue / Runnymede Street	Signal	11.3	B	14.1	B
9	University Avenue / Bay Road	Signal	44.0	D	36.9	D
11	University Avenue / Kavanaugh Drive	Signal	9.1	A	5.3	A
12	University Avenue / Notre Dame Avenue	Signal	5.3	A	4.6	A
13	University Avenue / O'Brien Drive	Signal	6.5	A	5.9	A
16	Capitol Avenue / Donohoe Street	Signal	29.8	C	22.5	C
17	University Avenue / US 101 SB Ramps	Signal	26.5	C	18.4	B
18	University Avenue / Woodland Avenue	Signal	32.2	C	31.0	C
19	Bayfront Expressway / Willow Road	Signal	>120	F	>120	F
20	Bayfront Expressway / University Avenue	Signal	>120	F	>120	F

In addition to the level of service analysis, travel time estimates were conducted based on the Synchro model. Travel time estimates were conducted for "with improvement" and "without improvement" conditions. Table X below summarizes the findings. As shown in Table X, signal coordination on University Avenue and Willow Road significantly reduces travel times on both the corridors. Drastic improvement is expected on Willow Road in the eastbound direction during the p.m. peak periods due to proper coordination and increased cycle length at the intersection of Willow Road and Newbridge Street. Even with signal retiming, the intersection of University Avenue and Bayfront Expressway continues to operate at LOS F with excessive delay. Therefore, the travel time benefits on University Avenue in the eastbound direction are expected to be moderate.

Table X: Travel Times With and Without Improvement (in seconds)

Corridor	A.M. Peak (Minutes:Seconds)			P.M. Peak (Minutes:Seconds)		
	Before Improvement	After Improvement	Diff	Before Improvement	After Improvement	Diff
Willow Road EB	3:03	3:10	+0:07	5:57	3:22	-2:35
Willow Road WB	5:41	4:01	-1:40	4:33	3:51	-0:42
University Ave EB	7:11	6:37	-0:34	9:20	8:47	-0:33
University Ave WB	6:30	5:16	-1:14	6:43	6:13	-0:30

Note: **0:00 (Bold)** shows the travel times for the peak traffic flow direction

Pros and Cons

Some of the advantages of traffic signal coordination are:

- Improves vehicle mobility and access through the area
- Reduces energy and fuel consumption
- Reduces vehicle stops and increases travel speeds
- Provides environmental benefits from reduced vehicle emissions

Some of the disadvantages of traffic signal coordination are:

- Increase in travel speeds may have a negative impact on the adjacent community
- May attract additional traffic through the corridor

Intersection-Specific Improvements

Based on analysis of the existing and near-term conditions, several intersections on Willow Road and University Avenue were identified for potential improvements. This section addresses the recommended improvements at each intersection in detail.

Willow Road / Newbridge Street and Northbound US 101 Off-ramp to Willow Road Need

The intersection of Willow Road and Newbridge Street is expected to operate at LOS F under near-term conditions and the collision rates are high. This is partly due to the close proximity of the intersection to the US 101 northbound off-ramp. The existing lane configuration forces traffic exiting from the US 101 northbound off-ramp to merge into high-volume eastbound traffic lanes on Willow Road, which causes delays and queues for the off-ramp traffic. Additionally, traffic from the off-ramp subsequently making a left turn at the intersection of Willow Road and Newbridge Street needs to weave through the high-volume eastbound traffic on Willow Road within a short distance to access the left-turn lane. Counts conducted in September 2010 indicate that approximately 900 vehicles exit from the US 101 off-ramp and merge onto eastbound Willow Road during the p.m. peak hour, of which 35 vehicles weave through eastbound traffic to access the left-turn lane for Newbridge Street. The peak 15-minute volume was 12 vehicles weaving from the off-ramp to the eastbound left-turn lane during the p.m. peak. These conditions are potentially the cause for several rear-end and sideswipe accidents on Willow Road between the US 101 northbound off-ramp and Newbridge Street. The objective of the proposed improvement is to reduce traffic merging and weaving issues on this segment of Willow Road.

Three improvement options were considered to address the existing weaving issue. Figures 6, 7, and 8 show the concept plans.

Improvement Option 1

Option 1 would add a third eastbound lane on Willow Road extending from the US 101 northbound off-ramp to Newbridge Street. The third lane would be added by widening the north side of Willow Road and realigning the raised median as shown in Figure 6. Adding the third lane extending from the US 101 off-ramp would eliminate the need for ramp traffic to yield and merge into the eastbound traffic on Willow Road. The widening of the roadway and realignment of the median on Willow Road would also allow extending the exclusive eastbound left turn lane on Willow Road by approximately 75 feet.

As an extension of this alternative, TJKM considered the option of prohibiting traffic from the US 101 northbound off-ramp from making a left turn at the intersection of Willow Road and Newbridge Street. This would completely eliminate the need for weaving on this segment of Willow Road. The prohibition can be achieved by placing a left-turn restriction sign (Option 1b) visible to traffic exiting US 101 only and not visible to eastbound traffic on Willow Road. This would divert traffic and slightly increase the number of left turns and U-turns at the intersection of Willow Road/Ivy Drive, and thereby also increase volumes at the intervening Willow Road/O'Brien Drive intersection. TJKM conducted LOS analysis to check the impact at those two intersections with the increased volumes. Table XI shows the LOS and delay (in seconds) with and without the proposed Option 1b improvements. As shown in Table XI, the increase in delay at the intersections due to the shift in traffic would be insignificant.

It should be noted that eastbound traffic on Willow Road would still be able to make right turns at the Newbridge Street intersection. Figure 6 shows the concept sketch for the proposed Option 1 and Option 1b improvements.

Table XI: LOS and Delay (in seconds) With and Without Option 1b or Option 2

Near-Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
Willow Road and Newbridge Street	E (58.2)	D (45.0)	D (49.7)	D (44.4)
Willow Road and O'Brien Drive	A (7.1)	B (14.0)	A (6.8)	B (15.0)
Willow Road and Ivy Drive	A (9.2)	A (7.1)	B (11.1)	B (10.4)

Improvement Option 2

This improvement is similar to Option 1b, but with the addition of delineator posts to physically restrict US 101 off-ramp traffic from making the left turns at the intersection of Newbridge Street. The level of service impact for this alternative would be similar to Option 1b. It should be noted that eastbound traffic on Willow Road would still be able to make right turns at the Newbridge Street intersection, but the delineator posts would make that movement more difficult by shortening the distance available to merge into the far right lane before turning right. Figure 7 shows the concept sketch for Option 2.

Improvement Option 3

Option 3 would install a signal at the intersection of Willow Road and the US 101 northbound off-ramp. The recommended signal would be a two-phase signal assigning right of way with green signals alternating between the US 101 off ramp and eastbound Willow Road. This would completely eliminate the weaving on this roadway segment. This option would not restrict the left-turn movement at the intersection of Willow Road and Newbridge Street. Figure 8 shows the concept plan for the proposed improvement.

TJKM conducted queuing analysis at the proposed signal to check whether queues could potentially block through traffic on the US 101 mainline. Table XII shows the expected queues at the proposed signal. As shown in Table XII, the off-ramp would need to be widened to two lanes to avoid queues from the proposed signal extending too close to the freeway mainline.

Table XII: Queues (in feet) on US 101 Northbound Off-Ramp at Willow with Option 3

Option 3 (Signalized off-ramp)	50th Percentile Queue (ft)	95th Percentile Queue (ft)
US 101 NB off ramp with single lane	491	705
US 101 NB off ramp with two lanes	200	329

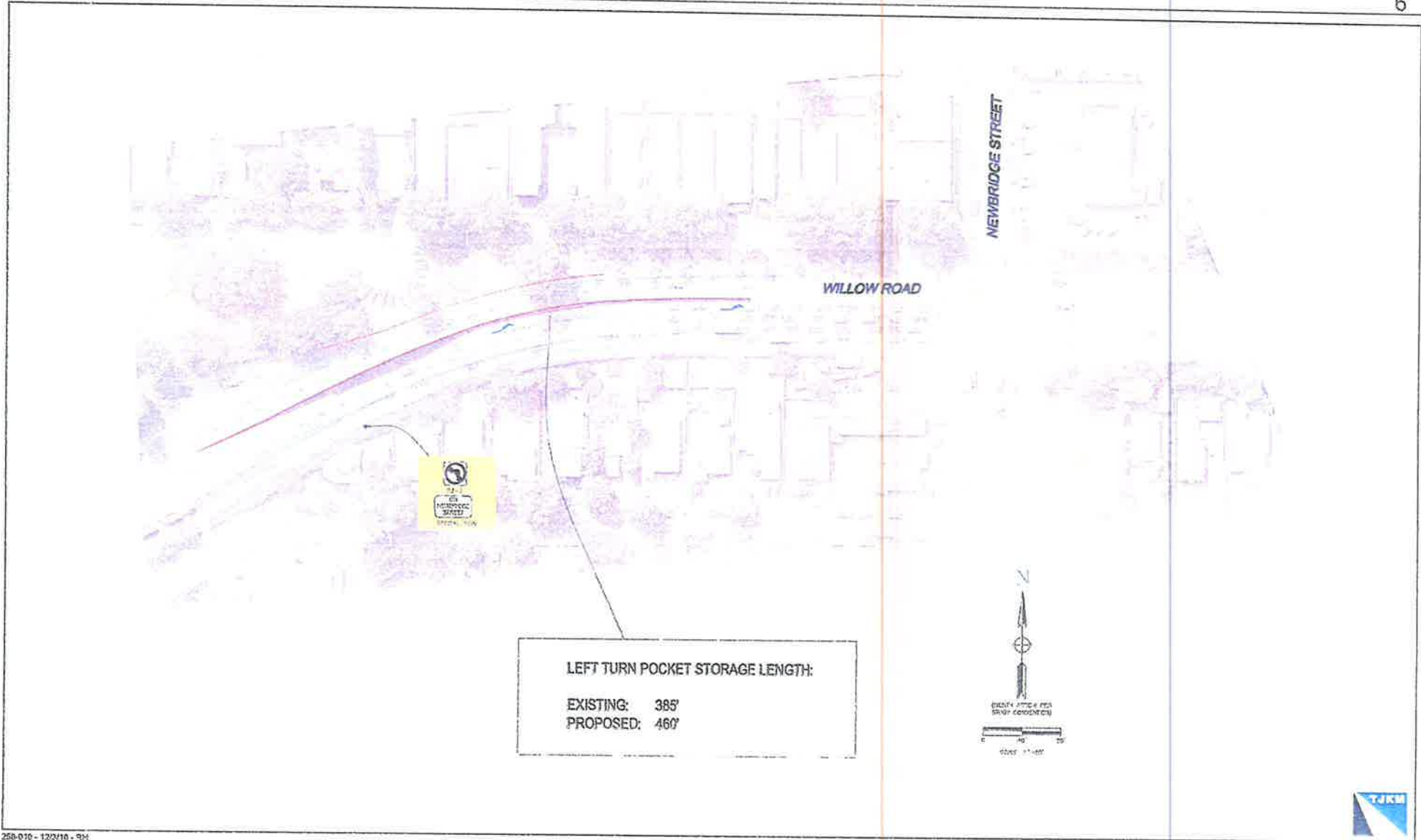
Pros & Cons

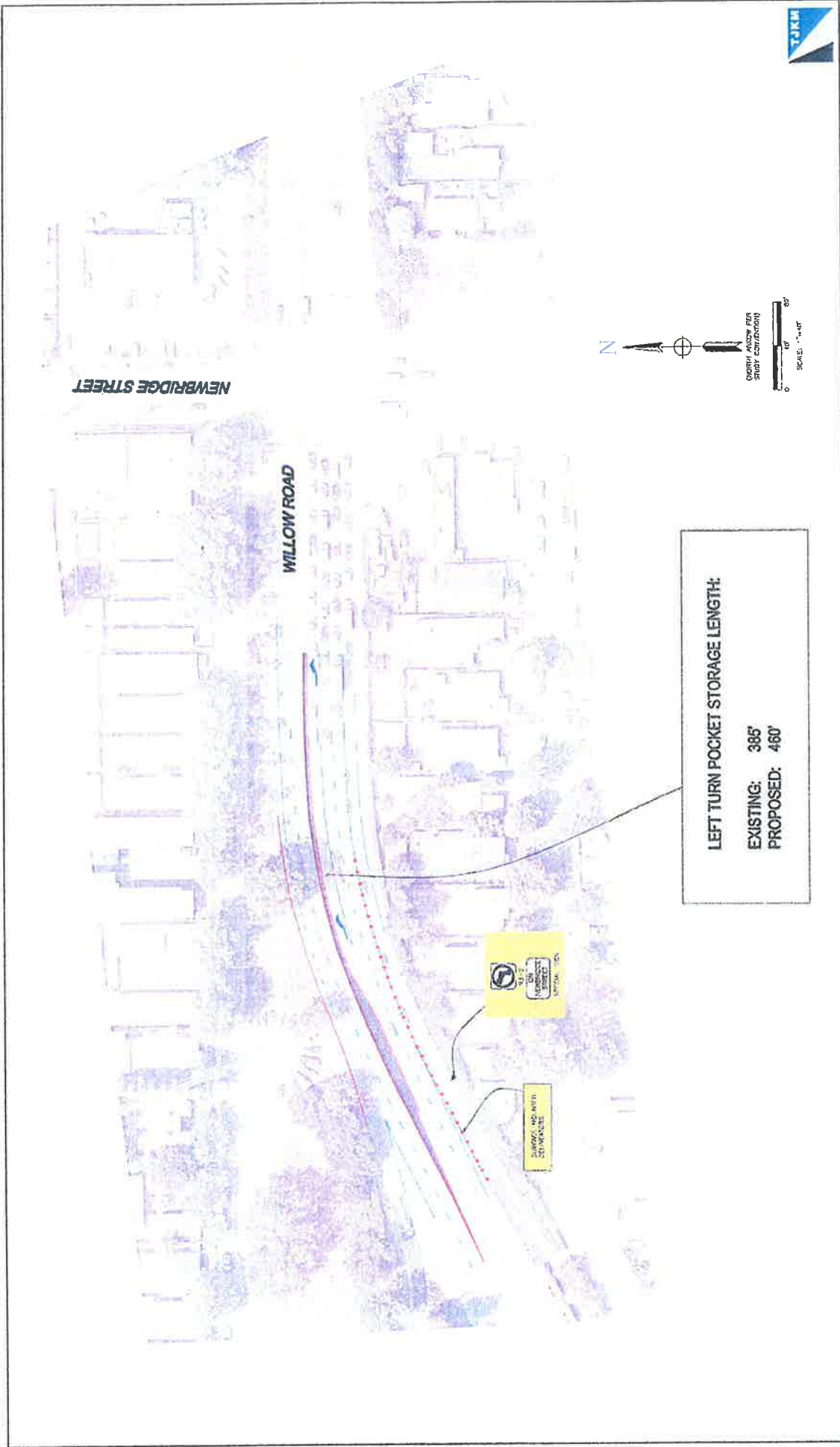
Table XIII summarizes the advantages and disadvantages of the alternative options at Willow Road / Newbridge Street and the Northbound US 101 Off-ramp to Willow Road.

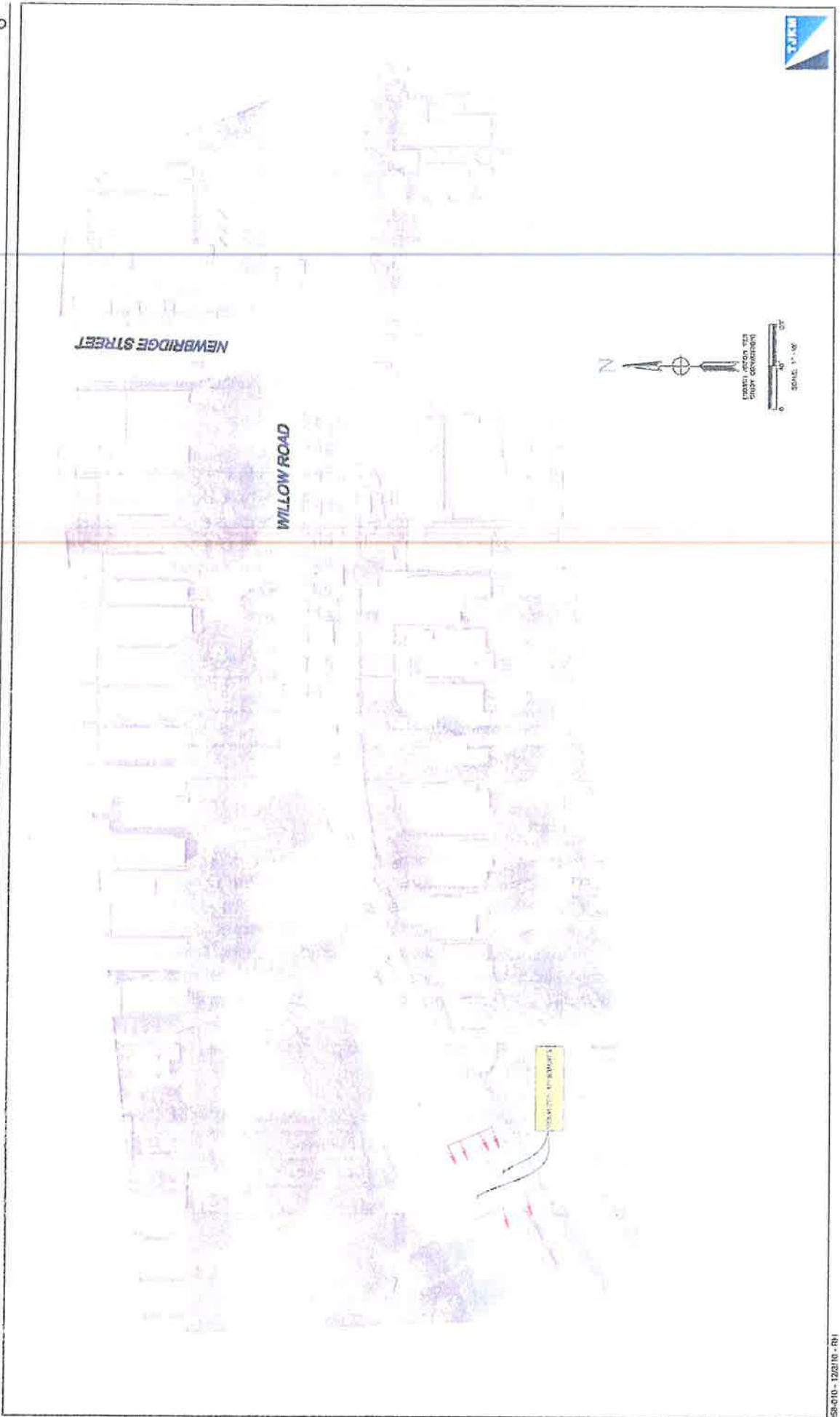
Table XIII: Pros and Cons of Alternative Options – Willow/Newbridge/US 101 Ramp

	Option 1	Option 1b	Option 2	Option 3
Benefits				
Resolve weaving issues and enhance safety			√	√
Reduce collisions due to weaving traffic			√	√
Improve capacity and lane utilization by eliminating forced merge	√	√	√	√
Provide left-turn access at Newbridge Street to traffic from US 101 ramp	√			√
Issues				
Diverts desired left turn at Newbridge to a left or U-turn at Ivy Drive - increasing travel distance		√	√	
Right-of-way issues	√	√	√	
Signal timing coordination with other corridor intersections				√
Requires coordination with Caltrans due to modifications at US 101 freeway exit ramp	√	√	√	√√
Must ensure that traffic on the off-ramp will not back up and impact US 101 northbound freeway				√√

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Willow Road and Bayfront Expressway

Need

The intersection of Willow Road and Bayfront Expressway operates at LOS F with heavy delays during the p.m. peak hour under existing conditions. It is expected that the delays will further increase at this intersection under near-term conditions. The eastbound right turn queue extends beyond the exclusive right turn lanes and thereby conflicts with the eastbound through traffic and the bicycle lane on Willow Road.

Two improvement options were considered to address the existing traffic conditions. Figures 9 and 10 show the concept plans.

Improvement Option 1

Option 1 would add a third right-turn lane for the eastbound right-turn movement by widening Willow Road, and convert the existing eastbound shared left-through lane to a through only lane. The proposed change in lane configuration would eliminate the need for the split-phase signal operation at this intersection. Figure 9 shows the concept plan for this improvement. Table XIV illustrates the expected improvements in traffic operations with the proposed improvements. With the proposed improvement the intersection is expected to continue operating at LOS F, but the delay is expected to reduce by approximately 49 seconds during the p.m. peak hour.

Table XIV: LOS and Delay (in seconds) With and Without Option 1 Improvements

Near-Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
	C (25.8)	F (154.7)	C (25.1)	F (106.1)

Improvement Option 2

Option 2 would convert the eastbound right-turn lanes on Willow Road to a single free (not controlled by a traffic signal) right-turn lane. This modification would require widening Bayfront Expressway for approximately 1,200 feet to provide an acceleration lane for the free right-turn movement. Figure 10 shows the concept plan for the proposed improvement. Table XV shows the LOS and delay (in seconds) expected before and after the implementation of the improvement. With the proposed improvement, the intersection is expected to operate at LOS E with significant reduction in delay during the p.m. peak hour under near-term conditions.

It should be noted that this alternative would not provide a signalized pedestrian and bicycle crossing across the free right turn lane.

Table XV: LOS and Delay (in seconds) With and Without Option 2 Improvements

Near-Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
	C (25.8)	F (154.7)	C (20.6)	E (61.3)

Pros & Cons

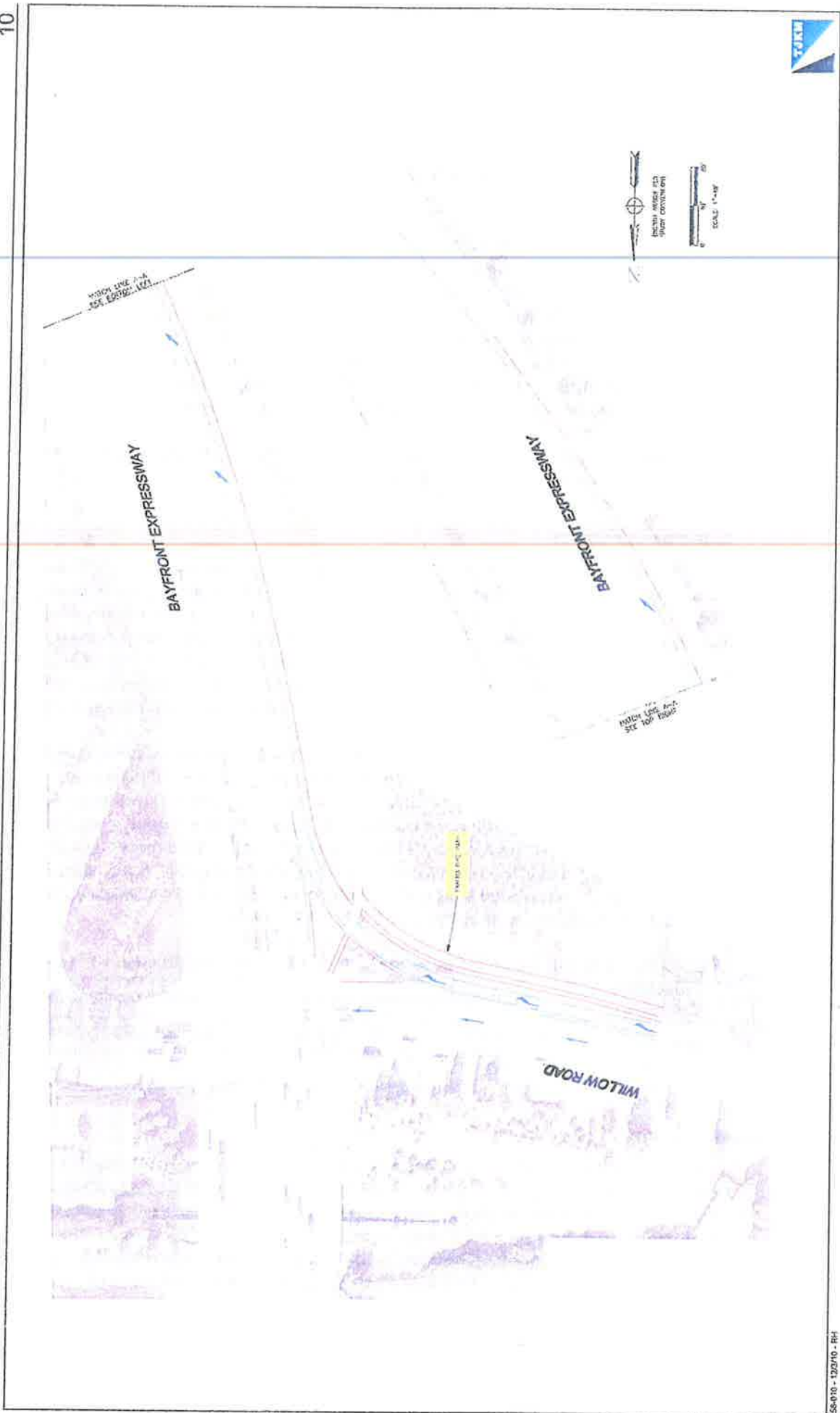
Table XVI summarizes the advantages and disadvantages of the alternative options at Willow Road and Bayfront Expressway.

Table XVI: Pros and Cons of Alternative Options – Willow Road/Bayfront Expressway

	<i>Option 1</i>	<i>Option 2</i>
Benefits		
Provides additional capacity for right-turn from eastbound Willow Road	√	√
Provides free flow movement for right-turn from eastbound Willow Road		√
Improves operation efficiency and reduces delay at the intersection	√	√
Emissions are also reduced	√	√
Better bicycle connection to Bay Trail and Dumbarton Bridge	√	
Issues		
Requires coordination with Caltrans for modifications at Bayfront Expressway	√	√
Wetlands Coordination and possible right-of-way acquisition	√	√
Pedestrians and bicyclists must cross free right-turn traffic flow to continue along Bay Trail to/from Dumbarton Bridge		√√



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University Avenue and Cooley Avenue

Need

The intersection of University Avenue and Cooley Avenue is located in close proximity to the intersection of University Avenue and Bay Road, which is congested during the p.m. peak period. Traffic turning right from Cooley Avenue results in increased traffic conflicts on University Avenue, because it is difficult to make the right turn onto University Avenue when traffic is backed up from the intersection of University Avenue and Bay Road. During the peak periods, Cooley Avenue serves as a cut-through route for traffic avoiding the congestion on University Avenue. The intersection of University Avenue and Cooley Avenue also has pedestrian safety concerns due to the conflicts between pedestrians crossing Cooley Avenue and the congested right turn to University Avenue.

Two improvement options that would restrict traffic access from Cooley Avenue to University Avenue were considered to address the existing traffic conditions at this intersection. Figures 11 and 12 show the concept plans.

Improvement Option 1

Option 1 would physically restrict traffic access from Cooley Avenue to University Avenue by constructing a raised curb bulb-out or barrier. This option would divert traffic currently exiting Cooley Avenue to instead use Runnymede Street to connect to University Avenue. However, traffic from eastbound University Avenue would still have right-turn access to enter Cooley Avenue. This configuration would potentially reduce neighborhood cut-through traffic and would also improve pedestrian safety crossing Cooley Avenue at the intersection. Figure 11 shows the conceptual sketch of this potential configuration for the intersection of University Avenue and Cooley Avenue.

TJKM conducted LOS analysis to check the impact at the intersection of University Avenue and Runnymede Street with this alternative, because it would divert some traffic to that intersection. Table XVII shows the LOS and delay (in seconds) at the intersection of University Avenue and Runnymede Street with and without the potential Option 1 improvements at the University Avenue / Cooley Avenue intersection. As shown in Table XVII, the intersection of University Avenue and Runnymede Street is expected to continue operating at LOS B or better with slight increases in delay. The expected increase in delay at the intersection of University Avenue and Runnymede Street due to the diversion of traffic is insignificant.

Table XVII: LOS and Delay (in seconds) With and Without Option 1 Improvements

Near Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
University Ave. and Runnymede St.	A (6.7)	B (14.1)	A (7.3)	B (15.2)

Improvement Option 2

Option 2 would physically restrict all vehicular traffic movements between University Avenue and Cooley Avenue by constructing a cul-de-sac bulb at the north end of Cooley Avenue. This option would divert all traffic currently exiting and entering Cooley Avenue directly to/from University Avenue to instead use Runnymede Street to connect with University Avenue. This cul-de-sac configuration would eliminate neighborhood cut-through traffic using this portion of Cooley Avenue, and improve pedestrian safety by eliminating vehicle-pedestrian conflicts at this location on University Avenue. Figure 12 shows the concept sketch for this configuration on Cooley Avenue.

Because all traffic currently using Cooley Avenue to connect with University Avenue would be diverted to Rungymede Street, TJKM conducted LOS analysis to check the impact at the intersection of University Avenue and Rungymede Street with this alternative. Table XVIII shows the LOS and delay (in seconds) at the intersection of University Avenue and Rungymede Street with and without the potential Option 2 improvements at the University Avenue/Cooley Avenue intersection. As shown in Table XVIII, the intersection of University Avenue and Rungymede Street is expected to continue operating at LOS B or better with slight increases in delay. The expected increase in delay at the intersection of University Avenue and Rungymede Street due to the diversion of traffic is insignificant.

Table XVIII: LOS and Delay (in seconds) With and Without Option 2 Improvements

Near Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
University Ave. and Rungymede St.	A (6.7)	B (14.1)	A (7.2)	B (15.3)

Pros & Cons

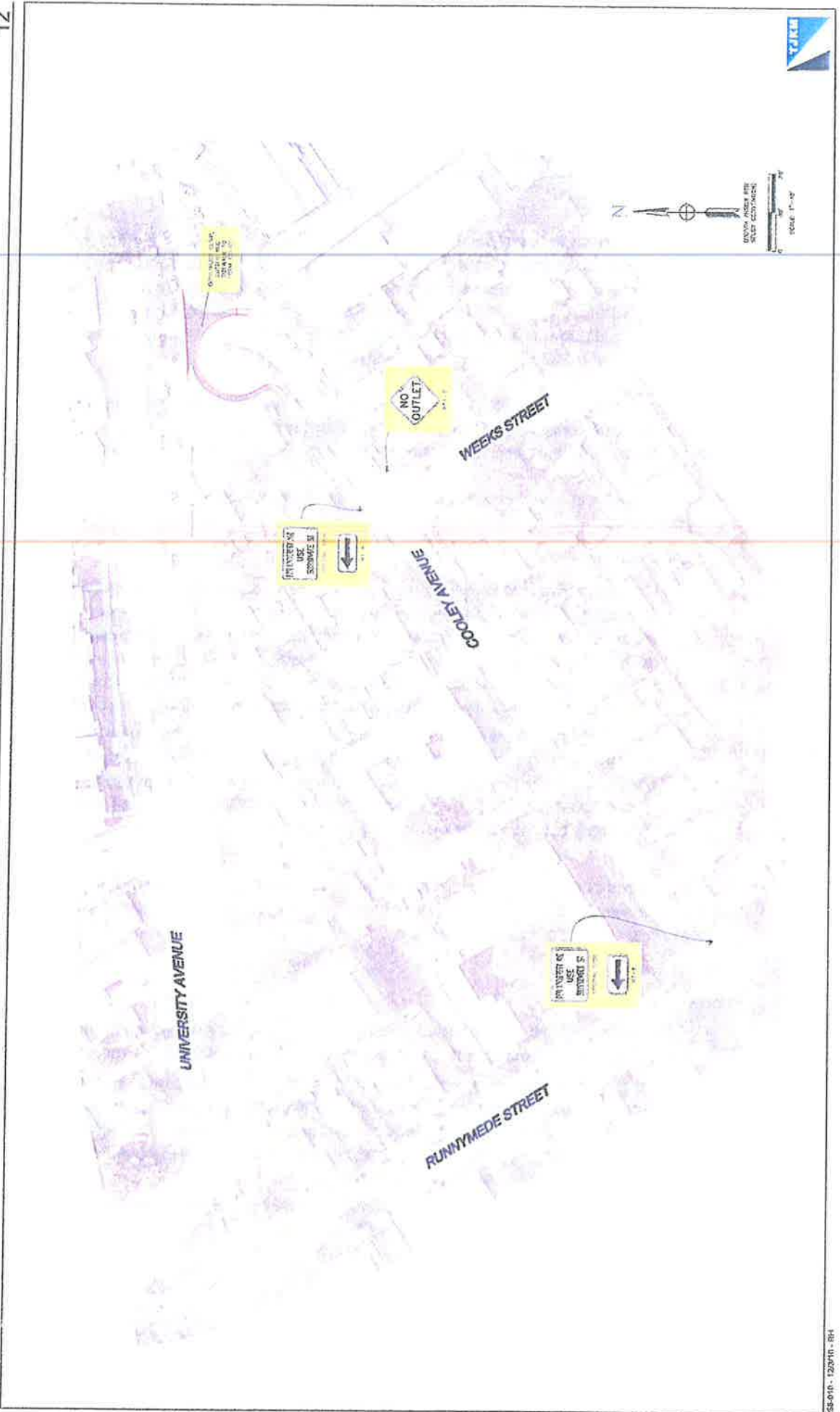
Table XIX summarizes the advantages and disadvantages of the alternative options at University Avenue and Cooley Avenue.

Table XIX: Pros and Cons of Alternative Options – University Ave./Cooley Ave.

	Option 1	Option 2
Benefits		
Eliminates cut-through traffic	√	√
Reduces pedestrian conflicts	√	√
Eliminates traffic interruptions on University Avenue	√	√
Will improve the overall flow of traffic and safety around the area	√	√
Issues		
Will divert traffic onto adjacent streets	√	√
Causes inconvenience to local residents	√	√
Traffic may use market private driveway to access University Avenue	√	√
Will need additional right-of-way to accommodate the changes		√√



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University Avenue and Runnymede Street

Need

Based on the accident analysis, the intersection of University Avenue and Runnymede Street has collision rates that are significantly higher than the mean collision rate for comparable intersections. There were a total of 35 accidents reported during the last five-year period, including 18 broadside collisions. The second highest collision types at this location are rear-end accidents. Both types of accidents can be attributable to the lack of protected left-turn signal phases at the intersection and improper timing for intersection clearance intervals.

The access driveway for emergency vehicles exiting from a Fire Station is located just west of the intersection of University Avenue and Runnymede Street. It was observed that during peak periods, eastbound queues from the intersection block the access driveway to the Fire Station.

Two improvements are recommended that would potentially address the existing traffic conditions at this intersection.

Improvements

1. Upgrade the traffic signal hardware to include protected left-turn arrow signal displays and update signal timing plans to include protected left-turn signal phases for the eastbound and westbound left-turn movements. The protected left-turn phases are expected to reduce both broadside and rear-end collisions. However, this improvement is expected to increase the overall intersection average delays by three to four seconds. The intersection is expected to continue operating at an acceptable level of service of LOS B.
2. It is also recommended that an emergency signal be provided at the Fire Station access driveway just to the west of the intersection at University Avenue and Runnymede Street. The signal at the fire station access would have a preemption phasing sequence that would be coordinated with the signal at University Avenue and Runnymede Street when vehicles are exiting the station to respond to an emergency.

The proposed protected left-turn signals on University Avenue at Runnymede Street and the emergency signal at the Fire Station access driveway are recommended for design, installation, and operation as a single coordinated system.

Pros & Cons

Pros:

- A protected left-turn signal provides the motorists a period of time where left-turns can be made without encountering conflicting vehicular and pedestrian movements
- An emergency signal coordinated with the immediately adjacent intersection signal will facilitate vehicles exiting the Fire Station driveway to respond to an emergency, by clearing vehicle queues from the adjacent signal that might otherwise block the driveway, and allowing emergency vehicles to proceed without encountering conflicting vehicle movements at the driveway or the adjacent intersection.
- A protected left-turn signal at the intersection and emergency signal at the Fire Station driveway will enhance safety and reduce accidents.

Cons:

- Green time for the left turns will reduce the green time on through movements or side streets, which can be a disadvantage during peak hours with heavy main street traffic on University Avenue.
- A cost will be incurred in installing signal display hardware for left-turn arrows and the emergency signal, and connecting the additional signal conductor and detector wiring to the signal controller cabinet.

University Avenue / Donohoe Street and University Avenue / Capitol Avenue

Need

Severe traffic congestion occurs in the northbound direction on Donohoe Street extending from University Avenue to Capitol Avenue, resulting in a gridlock condition. Various improvement measures are proposed that would potentially alleviate the existing traffic conditions at this intersection.

Improvements

1. Add a northbound lane on Donohoe Street extending between University Avenue and Capitol Avenue. This could be achieved by narrowing the existing lanes in both directions on Donohoe Street to 10-foot lanes, which would not require any roadway widening and acquisition of right-of-way. The potential lane configuration for Donohoe Street is shown in Figure 13. The proposed lane configuration would replace the existing shared left-through lane with separate lanes for left-turn and through movements on the northbound approach of Donohoe Street.
2. Eliminating the shared left-through lane would allow the implementation of a standard signal phasing sequence with protected left-turn phases, replacing the existing split-phase sequence. As compared to a split-phase signal operation, a standard 8-phase signal sequence improves the overall efficiency of the intersection operation.
3. Remove the "No Right Turn on Red" restriction for the eastbound right turn movement from University Avenue to Donohoe Street.
4. Install additional signage and pavement markings to provide clearer direction to drivers regarding the correct lane to use for various traffic movements. Repaint the "Do Not Block Intersection" pavement marking and enhance signage for the intersection of Capitol Avenue and Donohoe Street.
5. Install red light camera enforcement systems at both intersections, which would help in increasing intersection safety.

Figure 13 presents the concept plan showing all the proposed improvements at the two intersections. It should be noted that improvements 1 and 2 are interdependent. Otherwise, proposed improvements can be implemented independently and in phases, if needed.

Table XX shows the improvement in LOS and delay with the proposed lane configuration, standard 8-phase signal operation, and removal of the "No Right Turn on Red" restriction. Other improvements are expected to provide better guidance and improve the overall intersection safety.

Table XX: LOS and Delay (in seconds) With and Without Improvements

Near-Term Conditions	LOS (Delay) Before Improvement		LOS (Delay) After Improvement	
	A.M. Peak Hour	P.M. Peak Hour	A.M. Peak Hour	P.M. Peak Hour
University Ave / Donohoe Street	D (37.3)	D (39.9)	D (36.2)	C(27.8)
Donohoe Street / Capitol Avenue	C (22.5)	C (22.5)	C(26.5)	C(28.9)

As shown in Table XX, the proposed improvements would improve traffic operations at the intersection of University Avenue and Donohoe Street by reducing intersection delay, especially p.m. peak hour operations, which would improve from LOS D to LOS C. The p.m. peak hour

intersection delay for Donohoe Street/Capitol Avenue is expected to slightly increase from 22.5 seconds/vehicle to up to 28.9 seconds/vehicle, but remain at an acceptable LOS C.

Pros and Cons

Some of the advantages of the proposed improvements are:

- Replacing the existing one left-turn-only lane and one shared left-through lane with two left-turn-only lanes and one through-only lane on northbound Donohoe Street at University Avenue would reduce the gridlock between the two intersections.
- The standard 8-phase signal sequence would provide additional green time for traffic movements at the intersection of University Avenue and Donohoe Street.
- These improvements would improve capacity and lane utilization at the two intersections.
- These improvements would improve overall operations at both intersections by reducing delay and queues on the northbound Donohoe Street approach to University Avenue and thereby relieving the gridlock conditions at Donohoe Street/Capitol Avenue.

Some of the disadvantages of the proposed improvements are:

- Adding one northbound lane would result in narrow lanes unless the roadway is widened. Narrow lanes would impact truck movements at the intersection.
- Widening the roadway to add a northbound lane would require right-of-way acquisition, which is expected to be expensive and time consuming.
- Additional signage may require long overhead signs with large support poles, which could be visually unpleasant.

Bicycle, Pedestrian, and Other Improvements

Uncontrolled Pedestrian Crossings

Need

The need to improve safety for pedestrians crossing at uncontrolled intersections with high traffic volume was identified. There are three uncontrolled pedestrian crossings on University Avenue, which pose difficulties for pedestrians crossing due to heavy through traffic on University Avenue:

1. University Avenue/Michigan Avenue
2. University Avenue / Weeks Street
3. University Avenue / Sacramento Street

Improvements

In order to facilitate pedestrian crossings at the three uncontrolled intersections on University Avenue, In-Roadway Warning Lights at crosswalks were considered. In order to gauge the need for the In-Roadway Warning lights, the criteria shown in Table XXI were evaluated, with the findings on whether each location meets the criteria also summarized in the table as follows:

Table XXI: Criteria evaluation for In-Roadway Warning Lights

Criteria	Location 1	Location 2	Location 3
At least 40 pedestrians regularly use crosswalk during each of any two hours (not necessarily consecutive) during any 24-hour period.	No	No	No
The vehicular volumes through the crossing exceed 200 vehicles per hour in urban areas or 140 vehicles per hour in rural areas during peak-hour pedestrian usage	Yes	Yes	Yes
The critical approach speed (85 th percentile) is 45 mph or less.	Yes	Yes	Yes

Vehicular traffic on University Avenue exceeds 200 vehicles during peak hours at all three locations. The posted speed limit is 25 mph. Currently less than 40 pedestrians are regularly using any of the three marked uncontrolled crosswalks during any two hour period. This may be due to the unsafe conditions at the intersections, which divert pedestrians to cross at a nearby signalized intersection. The intersection of University Avenue and Weeks Street is located within 300 feet of a signalized intersection, which provides a safe pedestrian crossing location. However, the remaining two locations are further away from a protected crossing location. Therefore, In-Roadway Warning Lights are recommended at the following two locations:

1. University Avenue/Michigan Avenue
2. University Avenue / Sacramento Street

Various studies have indicated that advance yield limit line ("shark-tooth") pavement markings enhance pedestrian safety on multi-lane roadways, where a vehicle may stop in one lane for a crossing pedestrian but inadvertently obscure the pedestrian from the view of vehicles in other lanes. Advance yield limit lines allow pedestrians and drivers to have a clearer view of each other and more time to assess intentions. TJKM recommends that advance yield lines be placed at both locations with appropriate signage.

Pedestrian Crossing on US 101 northbound ramp to University Avenue

Need

A pedestrian crossing is located where the US 101 northbound off-ramp merges onto westbound University Avenue. Vehicles exiting the freeway have limited visibility of the crosswalk and are traveling at relatively high speed. This creates a potentially unsafe condition for pedestrians crossing at this uncontrolled crosswalk. The pedestrian volume is high at this location, because this crosswalk provides the only connection for pedestrians intending to cross the US 101 overcrossing.

The following improvement measures are proposed that would potentially enhance pedestrian safety at this crosswalk.

Improvements

1. Install pedestrian warning (W11-2) signs with pedestrian-activated flashing beacons at the following locations:
 - a) At the uncontrolled marked crosswalk, and
 - b) On the curved ramp in advance of the crosswalk.The recommended pedestrian activation for the flashing beacons would be "passive" detection devices (electronic bollards or ground pads) and not pedestrian push buttons.
2. Add yield limit line "shark-tooth" markings immediately ahead of the crosswalk

If needed, rumble strips could be considered at a later stage, based on the effectiveness of the above implementations. Caltrans has indicated that if rumble strips are installed they should be a thermoplastic design that is easier to install. The rumble strip would be installed in advance to the crosswalk location to alert drivers on the curved off-ramp approaching the crosswalk ahead at the merge onto University Avenue.

Figure 13 shows the location of the rumble strip and the associated signage warning about pedestrian crossing.

Pedestrian Countdown Signals

It is recommended that Pedestrian Countdown signals be added at all signalized intersections on both Willow Road and University Avenue. This will provide additional safety for pedestrian crossing, as pedestrians will be informed of the remaining signal time available and decide if it is too late to start crossing an intersection.

Bicycle Improvements:

Signals that do not detect bicycles discourage commute cycling by increasing travel times, and encourage cyclists to disregard the signals. Moreover, Caltrans policy directive recommends providing bicycle and motorcycle detection on all new and modified approaches to traffic-actuated signals. TJKM recommends adding bicycle detection with proper pavement markings for bicycles at all signalized intersection on both Willow Road and University Avenue. This will encourage bicycle travel within the community.

Emergency Vehicle Preemption

To accommodate emergency vehicles it is critical to include emergency vehicle preemption at all signals on University Avenue and Willow Road. This allows safe and faster passage of emergency vehicles through signalized intersections. The preemption system includes a real-time status monitor of an intersection. The system can also provide for audio warnings at an intersection to protect pedestrians who may not be in a position to see visual warnings or for various reasons cannot hear the approach of emergency vehicles.

Currently, Opticom brand preemption devices are installed for the east-west direction along Willow Road. TJKM recommends that Opticom devices be added for all four directions at the intersections on University Avenue, and the north-south direction for the three intersections on Willow Road where the devices are not currently in place (Ivy Drive, O'Brien Drive, and Hamilton Avenue).

Community Outreach

C/CAG, the Cities of East Palo Alto and Menlo Park, and the project team worked in close coordination on all outreach materials and activities. The project team conducted two sets of public meetings that encouraged community involvement in the traffic study and helped to develop and refine potential improvement options. Public outreach meetings were held twice each in both Menlo Park and East Palo Alto.

The first round of public meetings focused on existing conditions and problem identification. The goal was to describe existing conditions in the study area, present potential improvement concepts, and explain the traffic study process and next steps for refining the improvement options. Preliminary conceptual improvement alternatives were also presented to the public in a general manner at the first meetings. Members of the public were invited to provide input on existing traffic issues and priorities for improvement implementation. Based on public comments, potential improvement alternatives were further refined and analyzed, and those alternatives were presented at the second meeting in each city, where additional comments were received from transportation committee members and the public. The second round of public meetings presented the proposed alternatives and solicited targeted feedback for each proposed alternative. At these meetings, the public were asked to identify any impacts in surrounding neighborhoods, and to assist in the development of the preferred alternatives to be included in the draft and final report.

Details on the public outreach process and feedback received from public are included in Appendix E.

Subsequent to the public outreach meetings, TJKM met with City of Menlo Park, City of East Palo Alto, Caltrans, MTC and C/CAG staff to finalize the recommended alternatives based on input from the public meetings. The next section presents the final recommendations and preliminary cost estimates for the final recommendations.

Recommendations and Cost Estimates

Based on the input gathered from public outreach and the City of Menlo Park, City of East Palo Alto, Caltrans, MTC and C/CAG staff, the recommendation alternatives were refined as summarized below.

System-wide operational improvement

Coordinate all signals along the University Avenue and Willow Road corridors. Prior to signal coordination, both cities would verify that the signals are interconnected to each other and capable of synchronizing the controller clock. For locations where signals are not interconnected, TJKM recommends that GPS clocks be installed to provide the synchronized clock time as a common reference point for the signal controllers. This will ensure that proper signal coordination can be implemented along the corridors.

The estimated cost for the implementation of signal coordination, including the installation of one GPS clock along Willow Road, is approximately \$24,000. Similarly, the estimated cost for signal coordination along University Avenue, including the installation of three GPS clocks, is approximately \$54,000.

Intersection-specific improvements (Safety and Operational)

Willow Road and Newbridge Street

Add a third eastbound lane on Willow Road extending from the US 101 northbound off-ramp to Newbridge Street. The third lane would be added by widening the north side of Willow Road and realigning the raised median. Widening the roadway would also allow extending the eastbound left turn lane on Willow Road by approximately 75 feet. In addition to the widening, restrict left-turns onto Newbridge Street by placing a sign designed to be visible only to traffic exiting US 101 and not visible to the eastbound traffic on Willow Road. This is similar to Option 1b as illustrated in Figure 6. The left turn restriction on Newbridge Street will be in effect only on Monday to Friday between 4:00 p.m. and 7:00 p.m.

The estimated cost to implement these improvements is approximately \$270,000.

Willow Road and Bayfront Expressway

Add a third right-turn lane for the eastbound right-turn movement by widening Willow Road, and convert the existing eastbound shared left-through lane to a through-only lane. Eliminate the split-phase signal operation. This is improvement Option 1 for this location as presented previously in this report and shown in Figure 9.

The proposed improvement will remove the short eastbound through bicycle lane segment approaching this intersection. Therefore, Caltrans recommended proper signage to notify bicyclists that the bicycle lane ends and all bicyclists should use the bicycle path.

The estimated cost to implement this improvement is approximately \$475,000.

University Avenue and Cooley Avenue

The potential restriction of traffic access from Cooley Avenue to University Avenue was eliminated from consideration, based on concerns expressed at the East Palo Alto public meetings regarding potential traffic diversion impacts. No other near-term improvement was identified for this location.

University Avenue and Runnymede Street

Install a traffic signal system to add protected left-turn signal phase for University Avenue traffic and an emergency signal for the adjacent Fire Station access.

The estimated cost to implement these improvements is approximately \$180,000.

University Avenue / Donohoe Street and Donohoe Street / Capitol Avenue

The project study team determined that the potential lane configuration modification under consideration would result in unacceptably narrow lanes for large trucks, unless the roadway is physically widened. As a result, the final recommendation is that the City of East Palo Alto work toward acquisition of additional public right-of-way on the south side of Donohoe Street to allow for the roadway widening needed to add a traffic lane. However, the cost and complexity of this alternative suggest a significantly longer time frame and less definite feasibility in comparison to the other recommended improvements.

The final recommendation includes the following:

1. Remove the "No Right Turn on Red" restriction for the eastbound right turn movement from University Avenue to Donohoe Street.
2. Install additional signage and pavement markings to provide clearer direction to drivers regarding the correct lane to use for various traffic movements. Repaint the "Do Not Block Intersection" pavement marking and enhance signage for the intersection of Capitol Avenue and Donohoe Street.
3. Recommend that City of East Palo Alto Police Department pursue installation of red light camera enforcement systems at both the intersections, which help in increasing intersection safety.

Figure 14 depicts recommended improvements 1 and 2 listed above assuming the existing lane configuration on Donohoe Street, which would be the likely near-term condition until such time that the recommended widening might occur to provide the additional northbound lane on Donohoe Street.

The estimated cost to implement improvements 1 and 2 listed above is approximately \$50,000.

Pedestrian/Bicycle/Other improvements

Uncontrolled pedestrian crossings

Install in-roadway warning lights with advance yield limit lines at the existing marked crosswalks on University Avenue at the intersections with Michigan Avenue and with Sacramento Street.

The estimated cost to implement in-roadway warning lights at both locations is approximately \$90,000.

Pedestrian crossing on US 101 northbound off-ramp at University Avenue

Install devices to warn drivers about the pedestrian crossing, including warning signs, pedestrian-activated flashing beacons, and pavement markings as shown in Figure 13.

The estimated cost to implement these improvements is approximately \$100,000.

Pedestrian countdown signals

Install pedestrian countdown signals that display the remaining time to cross at all existing traffic signals in the study corridors, to enhance safety.

The estimated cost to install countdown pedestrian signals at all study intersections is approximately \$174,000, including \$56,550 for Willow Road and \$117,450 for University Avenue.

Bicycle detection

Install bicycle detectors at all traffic signals, in the appropriate lanes on cross streets and left-turn lanes where a bicyclist would not otherwise trigger a green signal in the absence of motor vehicle traffic, to improve bicyclist convenience and safety.

The estimated cost to install bicycle detection at all study intersections is approximately \$114,200 including \$34,800 for Willow Road and \$79,400 for University Avenue.

Emergency vehicle signal preemption

Install emergency vehicle preemption systems on all approaches at all traffic signals on University Avenue signals, and cross street approaches of Ivy Drive, O'Brien Drive, and Hamilton Avenue at Willow Road.

The estimated cost to install emergency vehicle signal preemption is approximately \$95,000 including \$15,250 for Willow Road and \$79,750 for University Avenue.

Long Term Improvements

Various feedback was gathered from the public outreach and from City staffs regarding some potential improvements which would require a significantly longer time frame than that considered as part of this study. Therefore, these improvement alternatives were not analyzed, but are mentioned here for further consideration in the future:

- The pedestrian crossing on University Avenue over US 101 is very narrow and poses safety concerns for pedestrians walking extremely close to relatively high speed traffic. As part of future considerations, the pedestrian bridge should be widened or replaced to meet the standard width and configuration for a sidewalk, or a separate overcrossing constructed.
- Signal coordination along Willow Road and University Avenue will help relieve recurrent congestion on the corridor. However, both corridors experience severe non-recurring congestion, which cannot be handled by passive signal timing plans. As part of long-term improvements, a more sophisticated adaptive traffic signal system can be implemented, which would automatically coordinate the signal utilizing real-time traffic data. This would ensure optimized signal operation at all times, increasing traffic progression through the corridor.

Conclusions

Key Findings

Currently, all study intersections, except the following six intersections, operate within acceptable level of service (LOS) standards, with service levels at LOS D or better during the a.m. and p.m. peak hours.

- Willow Road / Newbridge Street
- University Avenue / Michigan Avenue
- University Avenue / Adams Drive
- University Avenue / Purdue Avenue
- Bayfront Expressway / Willow Road
- Bayfront Expressway / University Avenue

Additionally, the intersection of University Avenue / Donohoe Street operates at very close to unacceptable levels of service.

Based on the accident analysis, the following two study intersections have collision rates that are significantly higher than the mean collision rate for comparable intersections:

- University Avenue / Donohoe Street
- University Avenue / Bell Street

Additionally, the accident rates for the following two intersections are very close to the mean collision rate for comparable intersections:

- Willow Road / Newbridge Street
- University Avenue / Runnymede Street

Recommendations

Based on the comprehensive evaluation of existing and near-term traffic conditions, input from Caltrans, C/CAG, MTC, and Cities of Menlo Park and East Palo Alto staff, and issues raised at the public outreach meeting, several short-term potential improvements on the Willow Road and University Avenue corridors were identified.

The recommended potential near-term improvements are summarized as follows:

- Coordinate all signals along the University Avenue and Willow Road corridors.
- Widen Willow Road between the northbound US 101 ramps and the Newbridge Street intersection, and install traffic control devices.
- Add a third right-turn lane for the eastbound right turn movement and eliminate the split-phase signal operation at the intersection of Willow Road and Bayfront Expressway.
- Add protected left-turn signal phasing for University Avenue traffic and an emergency signal for the adjacent Fire Station access at the University Avenue / Runnymede Street intersection.
- Modify signing and pavement markings and install a red light camera enforcement system at the intersections of University Avenue / Donohoe Street and Donohoe Street / Capitol Avenue.

- Install in-roadway warning lights at two existing marked crosswalks at University Avenue/ Michigan Avenue and University Avenue/Sacramento Street.
- Install warning signs, pedestrian-activated flashing beacons, and pavement markings at the pedestrian crossing across the northbound US 101 off-ramp at University Avenue.
- Install pedestrian countdown signals at all existing traffic signals in the corridor.
- Install bicycle detectors at all traffic signals in the appropriate lanes on cross streets and left-turn lanes.
- Install emergency vehicle preemption systems on all approaches at all traffic signals where they do not exist, including University Avenue signals and three signals (Ivy Drive, O'Brien Drive and Hamilton Street) on Willow Road.

The project recommendations were presented to the City of East Palo Alto City Council on December 7, 2010, and to the City of Menlo Park City Council on May 24, 2011. Council members had minor questions and comments, and generally accepted the recommended improvement concepts. It was requested that the cities support the recommended improvements by including the projects in their respective capital improvement programs (CIP), and initiate implementation in the near-term (within 5 years).

Next Steps

Implementation of the recommended improvements will be the responsibility of each city to include in their capital improvement programs (CIP). Potential funding for the proposed projects includes local funds, in addition to other funding opportunities such as the MTC-administered Program for Arterial System Synchronization (PASS), which provides assistance to improve traffic signal systems and corridors, and the C/CAG-administered Measure M funds (vehicle registration fee) for San Mateo County, a portion of which is dedicated for intelligent transportation systems.

It should be noted that both the City of Menlo Park and the City of East Palo Alto applied for and received PASS funding grants (FY 2011/12) for their respective operational improvement projects.

Study Participants

Public Agency Project Team Members

John Hoang	C/CAG
Einar Acuna	Caltrans
Chip Taylor	City of Menlo Park
Rene Baile	City of Menlo Park
Kamal Fallaha	City of East Palo Alto
Brent Butler	City of East Palo Alto
Vamsi Tabjulu	MTC
Danielle Stanislaus	MTC

TJKM Transportation Consultants

Chris Kinzel, P.E.	President
Rich Haygood, P.E., T.E.	Senior Associate
Joy Bhattacharya, P.E., PTOE	Senior Associate
Pawan Mulukutla	Associate
Vishnu Gandluru	Transportation Engineer
Travis Richards, P.E.	Assistant Engineer
Dan Harrison	Graphics Production
Cindy DeRouchey	Word Processing

Public Outreach

Meghan Daniels	CirclePoint
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Data Collection

Quality Counts

References

- *Highway Capacity Manual 2000*, Transportation Research Board, Washington D.C., 2000.

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Contracts approved by the C/CAG Chair or Executive Director in accordance with past C/CAG Board action for the San Mateo County Smart Corridor - Southern Segment project (between Whipple Ave. in Redwood City and the Santa Clara County Line)

(For further information or questions contact Parviz Mokhtari at (408)425-2433)

RECOMENDATION

This is an information item.

FISCAL IMPACT

Funding for the environmental and design of Southern Segment is provided by the San Mateo County Motor Vehicle Registration Fee.

BACKGROUND

In accordance with C/CAG Board direction of June 9, 2011, staff proceeded with solicitation of proposals from consultants and contractors to prepare for the Smart Corridor – Southern Segment. The following three contracts have been executed. Detail information are included in the subsequent sub-items:

- 1- A contract between C/CAG and Republic ITS to evaluate the condition of the existing conduits for total amount of \$4,000.00.
- 2- A contract between C/CAG and Iteris, Inc. for the design of the project for total not to exceed amount of \$129,740.00.
- 3- A contract between C/CAG and LSA Associates for preparation of the required Environmental Documents for total amount of \$45,365.00.

ATTACHMENT

June 9, 2011 Staff Report as approved by the Board.

ITEM 5.8

(1)

C/CAG AGENDA REPORT

Date: June 9, 2011
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of a proposal to develop the Smart Corridor - Southern Segment project (between Whipple Ave in Redwood City and the Santa Clara County Line)

(For further information contact Sandy Wong at 599-1409)

RECOMMENDATION

That the C/CAG Board review and approve a proposal to develop the Smart Corridor - Southern Segment project (between Whipple Ave in Redwood City and the Santa Clara County Line).

FISCAL IMPACT

It is proposed to proceed with environmental reevaluation and final engineering design work for Smart Corridor - Southern Segment. Final contracts for environmental and design work will be presented to C/CAG Board for ~~approval~~ **information** at a later date. It is estimated the cost for environmental and design to be up to \$1.5 million, including:

- Outside consultant for environmental reevaluation
- Outside consultant for final engineering design
- Caltrans staff to conduct final engineering design

Funding is included in the Draft C/CAG 2011/12 Budget.

SOURCE OF FUNDS

It is anticipated the funding for environmental and design of Smart Corridor Southern Segment be funded from AB 1546 and Congestion Relief funds.

BACKGROUND/DISCUSSION

The overall San Mateo County Smart Corridors project will implement inter-jurisdictional traffic management strategies by deploying integrated Intelligent Transportation Systems (ITS) elements along the portions of the US 101 corridor from I-380 to the Santa Clara County line and SR 82 (El Camino Real) and local arterial streets. The funded segment of Smart Corridor is from I-380 in the City of San Bruno to Whipple Avenue in Redwood City, consists of \$10M TLSP grant, \$11M County STIP, \$3M Measure A, and approximately \$2M C/CAG funds.

The proposed Southern Segment from Whipple Ave to Santa Clara County Line is estimated at \$10.6M for construction. On March 23, 2011, the California Transportation Commission (CTC) has

issued a call for projects resulting from project cost savings accumulated statewide in the CMIA Transportation Bond program. Target award date for the CMIA Costing Saving call for projects will be in June or August 2011. In response to that call for project, staff submitted an application for the Smart Corridor - Southern Segment requesting for the \$10.6M construction fund. Since the CMIA fund is only for construction, environmental approval and engineering design must be funded via other means.

In addition, one of the most important factors in the selection of the CMIA Cost Saving grant is project readiness. Staff recommend to immediately mobilize a project team to get this project ready for construction by conducting environmental reevaluation and final design. It is to be prepared in the event that the project receives the CMIA Cost Saving grant, or other available grant funds.

ATTACHMENT

None.

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Contract between C/CAG and Republic ITS for evaluation of the existing conduits in Smart Corridor- Southern Segment for total amount of \$4,000.00

(For further information or questions contact Parviz Mokhtari at (408)425-2433)

RECOMENDATION

That the C/CAG Board receives this status update on the San Mateo County Smart Corridor- Southern Segment at the Board meeting.

FISCAL IMPACT

Funding for the environmental and design of Southern Segment will be provided by the San Mateo County Motor Vehicle Registration Fee.

BACKGROUND

According to some as built plans, there are existing conduits in some of the selected routes but the condition and size of these conduits are unknown. In order to expedite the design and minimize the cost of construction, the condition of these existing conduits must be evaluated. Staff solicited proposal from contractors for this evaluation and a contract between C/CAG and Republic ITS for total amount of \$4,000.00 was approved and signed by the Executive Director and the project has been completed.

ATTACHMENT

Copy of the contract

ITEM 5.8.1



July 13, 2011

CC/AG
County Office Building
555 County Center
Fifth Floor
Redwood City, California 94063
ATTN: Mr. Parviz Mokhtari, PE

Job Name: SMART Corridor Segment 3 Communication Lines Inspect & Document
Job Location: Various Sites

Dear Mr. Mokhtari,

Per your request, this proposal is to check items relating the referenced project. Republic to provide:

- 1) Visual inspection of the pullbox and conduit entering the pullbox;
- 2) Document type and size of the conduit;
- 3) Confirm the routing of the conduit compared to the AS-Builts. Note any differences;
- 4) Take photos of damaged pullboxes or conduits.

Work can begin within (2) days of notice to proceed from CC/AG. Reports can be provided within (2) days of completion.

Total Labor, Equipment, Material..... \$ 4,000.00 (not to exceed)

NOTES:

To be billed under time and material rates @ \$ 125.00 per hour.

This offer shall expire 30 days from the date hereof and may be withdrawn by us at any time prior thereto with or without notice. This offer supersedes any prior offers, commitment or orders, contains all terms, conditions and warranties and when accepted, constitutes the entire contract between the parties. The resulting contract shall not be modified except by formal written amendment. This offer shall be accepted by delivery to us of a copy of this offer duly signed by you in the space provided.

The foregoing offer is hereby accepted this 14 day of JULY, 2011

C/CAG

REPUBLIC ITS

By: Andy Wong for Ed Napier Robert Asuncion, TE
Title: _____ Regional Manager

(415) 884-3000 • Fax (415) 884-4800 • 371 Bel Marin Keys Blvd, #200 • Novato, CA 94949-
5699 Boston • Dallas • Los Angeles • Sacramento • San Francisco

(1)

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Contract between C/CAG and LSA Associates for preparation of the required environmental documents for Smart Corridor- Southern Segment for total amount of \$45,365.00

(For further information or questions contact Parviz Mokhtari at (408)425-2433

RECOMENDATION

That the C/CAG Board receives this status update on the San Mateo County Smart Corridor- Southern Segment at the Board meeting.

FISCAL IMPACT

Funding for the environmental and design of Southern Segment will be provided by the San Mateo County Motor Vehicle Registration Fee.

BACKGROUND

The environmental consulting firm of LSA Associates, Inc. had prepared all required Environmental Documents for the project from San Bruno to Redwood City that were all approved by Caltrans. Considering this firms knowledge of the Smart Corridor project and familiarity with Caltrans requirements and approval process rather than spending a great deal of time for evaluation and selection process for bringing another firm on board, LSA Associates was selected to prepare required Environmental Documents to be reviewed and approved by Caltrans by December 15, 2011. Staff negotiated the fees and a contract between C/CAG and LSA Associates has been approved and signed by the Chair for total not to exceed amount of \$45,365.00.

ATTACHMENT

Copy of the contract

ITEM 5.8.2

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
LSA ASSOCIATES, INC.

This Agreement entered this 18th day of July, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and LSA Associates, Inc., hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding for preparation of biological and cultural resource reports for the Smart Corridor Segment III,

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments set forth in Exhibit A, attached hereto, Contractor agrees to perform the services (the "Services") described in Exhibit A (Scope of Work), attached hereto. All reports must be completed and approved by Caltrans by December 31, 2011.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the cost rates set forth in Exhibit A up to a maximum amount of forty-five thousand three hundred sixty-five dollars (\$45,365.00) for preparation of the biological and cultural resource reports (i.e., all tasks described in Exhibit A under Scope of Work).
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.

5. Contract Term. This Agreement shall be in effect as of July 18, 2011, and shall terminate 30 days after approval of the reports by Caltrans. Provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.

6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include The duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and 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 operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff If under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a 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, the C/CAG Chairperson, at his/her 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 pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.

12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.

14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Parviz Mokhtari

Notices required to be given to contractor shall be addressed as follows:

LSA Associates, Inc.
157 Park Place
Pt. Richmond, CA94801

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

LSA Associates, Inc. (Contractor)

By [Signature]
Assistant Secretary

[Signature]
Date

City/County Association of Governments (C/CAG)

By [Signature]
Bob Grassilli, C/CAG Chair

[Signature]
Date

C/CAG Legal Counsel

By [Signature]



LSA ASSOCIATES, INC.
157 PARK PLACE
PT. RICHMOND, CALIFORNIA 94801

510.236.6810 TEL
510.236.3480 FAX

BERKELEY
CARLSBAD
FORT COLLINS

FRESNO
IRVINE
PALM SPRINGS

RIVERSIDE
ROCKLIN
SAN LUIS OBISPO
SOUTH SAN FRANCISCO

EXHIBIT A

July 13, 2011
Via Email

Mr. Parviz Mokhtari
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

Subject: Proposal to Prepare Biological and Cultural Resources Studies for the Smart Corridors Phase 3 Project

Dear Parviz:

LSA Associates, Inc. (LSA) is pleased to provide you with this scope and budget to prepare biological and cultural resource reports for the Smart Corridors Phase 3 project in San Mateo County. The Smart Corridor Phase 3 project will entail the preparation of biological and cultural resources assessments for device and conduit locations in the south portion of the County in the cities of Redwood City, Atherton, Menlo Park, and East Palo Alto.

PROJECT UNDERSTANDING

Approximately 40 locations have been identified for installation of Smart Corridor components (45 trailblazer signs, 21 cameras, and 14 microwave vehicle detection systems (MVDS)). In addition, conduit may have to be installed along half of the routes shown in the initial San Mateo Smart Corridors- South map provided by your office. The exact locations to be studied are expected to be finalized during the week of July 11. Components that will require ground disturbance to install the device will need to be evaluated in the reports. Areas that will have the most ground disturbance are trailblazer sign locations and conduit installations. MVDS installations may require installation of a single pole resulting in minimal ground disturbance. Cameras will be installed on existing light or utility poles and are not expected to result in any ground disturbance and will not likely be included in the reports. In siting the components, C/CAG has attempted to avoid all habitat areas and wetlands, resulting in minimal impacts to biological and wetland resources.

The Smart Corridor Phase 3 device locations will be installed in an area bounded by US 101, Bayfront Expressway, and University Avenue in the east, Oregon Expressway to the south, El Camino Real (SR 82) to the west, and the vicinity of Woodside Road and Jefferson Avenue to the north (Project Area). The Project Area where the Smart Corridor components will be located is a densely populated urban residential and commercial area that has limited ability to support native plants and animals due to the absence of native habitats. In spite of the built up conditions, jurisdictional waters and wetlands, street trees, nesting birds, and buried and above-ground cultural resources may occur in the Project Area and impacts to these resources would be considered significant.

07/13/11 (P:\CCG1101\Smart Corr 3 Bio-Cult_rev2.doc)

PLANNING 1 ENVIRONMENTAL SCIENCES 1 DESIGN

SCOPE OF WORK

Biological Resources

LSA will conduct the biological resources tasks listed below:

- **Literature Search.** LSA biologists will conduct a search of the California Natural Diversity Data Base (CNDDDB) to determine if there are reported occurrences of special-status species on or adjacent to the device locations. We will also review the previous documents prepared for the Smart Corridors project for additional information.
- **Field Visit.** An LSA biologist will visit each of the device locations where Smart Corridor components are proposed. Approximately 40 device locations are included in this scope where up to 45 trailblazer signs, 21 cameras, 14 MVDS devices, and new conduit along about half the routes will be installed. The biologist will note the habitats present at each location and assess the potential for special-status plants and animals to occur within the proposed ground disturbance area based on the presence of suitable habitat. We will also note the presence of trees at each location. Notes on the habitats present and species observed will be recorded. The biologist will also note the presence of potentially jurisdictional waters and wetlands. If no wetlands are observed by the biologist on or adjacent to the project locations, then no additional assessment for wetlands will be required. If jurisdictional areas are noted on or adjacent to the new project location, the biologist will note the presence of the feature. A formal delineation of the feature will then be recommended. A formal delineation and mapping of jurisdictional waters and wetlands is not included in this scope. If required, a formal delineation would be completed under a separate scope and budget.
- **Prepare Memo.** LSA will prepare a biological resources technical memo in Caltrans format describing the habitat present at each of the component locations. The memo will address potential impacts to biological resources present at the device and conduit locations. This task includes preparation of the draft memo and two rounds of edits (one from C/CAG and one from Caltrans). After each review we will incorporate our responses to the comments into the memo. One graphic will be included with the memo showing the location of the components within the Project Area. Preparation of additional reports or memos, including a wetland delineation report or Biological Assessment is not included in this scope and budget.
- **Meetings.** Two meetings have been included in the scope (LSA attended the first of these meetings on June 22nd at the Caltrans office in Oakland). Additional meetings, if necessary, must be authorized prior to the meeting.
- **Project and Data Management.** The LSA project manager will coordinate with C/CAG, coordinate in-house staff, and review the final reports. This task also includes time to organize the final GIS data layers and prepare them for transfer to C/CAG.

Cultural Resources

LSA proposes cultural resources studies needed for the San Mateo County Smart Corridors Project, Phase 3, to address California Environmental Quality Act (CEQA) and California Department of Transportation (Caltrans) requirements. The studies will be organized as follows: (1) preparation of a map depicting the project areas and records search results and also a preliminary memorandum,

(2) coordination with C/CAG to eliminate impacts to cultural resources if any resources are identified at or near project locations depicted on the map, and (3) preparation of a memorandum of findings or Historical Resources Compliance Report (HRCR), as decided by Caltrans, that documents the cultural resource identification efforts and the project's approach(es) taken to avoid impacts to those resources.

LSA will conduct the cultural resources tasks listed below:

- **Mapping.** The project locations will be plotted on USGS 7.5-minute topographic quadrangles.
- **Records Search.** LSA will conduct a records search of the APE and a 500-foot radius at the Northwest Information Center. The records search will (1) identify previously recorded cultural resources and previous cultural resource studies within or adjacent to the project location; and (2) assess the likelihood of unrecorded cultural resources based on (a) archaeological, ethnographic, and historical information, and (b) the distribution of nearby cultural resources in relation to their environmental settings.
- **Plot Cultural Resources.** The cultural resources identified by the records search will be plotted on the topographic quadrangles.
- **Prepare Preliminary Memo.** A preliminary memorandum will be prepared that summarizes the records search findings.
- **Submit Preliminary Memo.** The preliminary memorandum and project locations/records search map will be submitted to C/CAG and Caltrans.
- **Field Survey.** LSA will conduct a field survey of the project locations to identify surface archaeological sites and built environment cultural resources that may be impacted by the project.
- **Coordination.** LSA will coordinate with C/CAG to redesign or eliminate project components that might impact cultural resources.
- **Prepare Caltrans Documentation.** It is anticipated that Caltrans will require preparation of a memorandum of findings or an HRCR to document cultural resources identification efforts and the approaches taken to avoid project impacts to cultural resources.
- **Contact Native Americans.** As required by Caltrans, LSA will contact the Native American Heritage Commission in Sacramento for (1) a review of the sacred lands file to determine if the project locations contain any listed sites, and (2) a list of Native American contacts who may have concerns about cultural resources in the project locations. Local Native Americans on that list will be contacted by letter and/or telephone to inquire about any concerns or information they have.
- **Contact Historical Societies.** LSA will contact the San Mateo County Historical Society and other local historical societies for any information or concerns they may have about cultural resources in the APE.
- **Memorandum of Findings.** The memorandum of findings or HRCR will be submitted to C/CAG and Caltrans. The effort needed to prepare the memorandum or the HRCR is anticipated to be equivalent.

- **Meetings.** Two meetings have been included in the scope (LSA attended the first of these meetings on June 22nd at the Caltrans office in Oakland). Additional meetings, if necessary, must be authorized prior to the meeting.

Assumptions

- LSA will spend 40 hours of GIS technician time preparing the project locations/records search map. If 40 hours is exceeded a budget augment will be required.
- LSA will spend 8 hours of archaeologist's time responding to C/CAG and Caltrans comments on the preliminary memorandum.
- LSA will spend 40 hours of archaeologist's time responding to Caltrans comments on the memorandum of findings or HRCR and the project locations/records search map. If 40 hours is exceeded a budget augment will be required.
- If Caltrans requires any cultural resources recording, study, documentation, evaluation, or preparation of an Area of Potential Effects Map, a budget augment will be required.
- The schedule below is based upon the assumption that electronic mapping files will be made available July 18-20 and that the files will be formatted so as to allow efficient transition to LSA mapping.
- The schedule is also based on Caltrans providing guidance by September 1 on the final document needed. LSA is not responsible for delays by Caltrans in providing guidance as allowed in the schedule. In order to meet C/CAG's aggressive schedule, LSA strongly recommends that C/CAG coordinate with Caltrans to ensure that Caltrans guidance is provided in accordance with the schedule below.
- C/CAG will obtain a Caltrans encroachment permit, if one is needed.

CLIENT RESPONSIBILITIES

C/CAG will provide the following to LSA:

- A map showing the location of the components. The map should be provided in electronic format compatible with ARC GIS. The files should include the location of the component, the type of component to be installed at each location, and the limit of ground disturbance that will be necessary to install the component. C/CAG will also number the components and provide the numbering/naming scheme to LSA with the map. We assume the final map will be ready during the week of July 11, 2011.
- A detailed project description describing the locations and components to be installed.

DELIVERABLES

LSA will provide two hard copies and one PDF copy of each draft of the biological and cultural resources reports for review. Three copies of the final reports and one electronic copy of the reports

and maps will be provided. LSA will also provide electronic copies of the GIS layers modified by LSA to C/CAG upon completion of the project.

COMPENSATION AND TERMS

LSA proposes to perform the tasks described in the Scope of Work on an hourly plus expenses basis. The cost for these services is \$45,365 (Biology: \$12,645, Cultural: \$30,220, Expenses: \$2,500) and is detailed in the attached table. This amount will not be exceeded without your specific authorization. LSA believes that the effort detailed in this proposal will be sufficient to address Caltrans concerns for this project and we will work with C/CAG and Caltrans to gain the approval of the agencies for the reports according to the assumptions listed in this proposal. Changes to the project after we begin field work/record search or requests for additional documentation not included in this scope of work will require an augment to the scope and budget.

SCHEDULE

Biological Resources

LSA proposes to complete the draft biological technical memo by early August. The memo will be submitted for review by C/CAG in early August and comments will be incorporated into the memo. The revised memo will then be submitted to Caltrans for review in mid-August. Caltrans comments will be addressed in the final memo which will be submitted to C/CAG and Caltrans in early September.

Cultural Resources

In order to meet C/CAG's schedule for completion of the cultural resource studies, LSA proposes the following schedule.

- | | |
|-----------|---|
| Jul 18-28 | Records search and preparation project locations/records search map, analysis of project locations' cultural resources sensitivity and preparation of preliminary memorandum. |
| Aug 1 | Submittal of project locations/records search map and preliminary memorandum to C/CAG and Caltrans. |
| Aug 1-21 | LSA field survey and coordination between LSA and C/CAG to redesign or eliminate project impacts to cultural resources (if any have been identified).
LSA sends NAHC request letter. |
| Aug 21-31 | LSA sends Native American contacts and historical societies consultation letters. |
| Sep 1 | Receive Caltrans guidance requiring preparation of an HRCR or memorandum of findings. |
| Sep 30 | Submit HRCR or memorandum of findings to C/CAG and Caltrans. |
| Oct 1-31 | Caltrans review of draft document |
| Nov 1 | Receive Caltrans comments on draft documents. |
| Nov 1-15 | Respond to Caltrans comments. |

Nov 15-Dec 15 Caltrans final review and approval.

If this scope and budget are acceptable, please provide a contract for signature. Work on this project will be initiated once the contract has been reviewed and signed by both LSA and C/CAG. Please call me at (510) 236-6810 if you have any questions about this proposal.

Sincerely,

LSA ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Timothy Lacy". The signature is fluid and cursive, with a large loop at the end.

Timothy Lacy
Principal/Wildlife Biologist

Enclosure: Budget Table

LSA Labor and Expenses Estimate: Smart Corridor Phase 3 (July 18, 2011)							
Task	Staff						Subtotals Tasks
	Pulcheon (Cultural Grp Leader)	Kaplain (Archaeo/Historian)	Gallaugher (GIS)	Lacy (PM/Wildlife Biologist)	Sidle (Biologist)	Clerical	
Rate:	\$110	\$85	\$110	\$135	\$90	\$85	
Biological Resources							
Literature review				2	4		\$630
Field visit			2	1	12		\$1,435
Prepare memo (1st Draft)			10	4	20	2	\$3,610
Prepare memo (2nd Draft)			2	2	4	2	\$1,020
Prepare memo (Final Draft)			2	2	4	4	\$1,190
Meetings (2)				12			\$1,620
Project and data management			4	20			\$3,140
Cultural Resources							
Map preparation			40				\$4,400
Coordination with CCAG for map		8					\$680
Records search and sensitivity analysis	4	40					\$3,840
Preliminary memorandum	8	24					\$2,920
RCT CCAG and Caltrans comments	4	8					\$1,120
Field survey		40					\$3,400
Field visit with CCAG engineer		8					\$680
Analysis of survey results and CCAG site visit		24					\$2,040
Interested parties consultation		8					\$680
Caltrans coordination		4					\$340
Prepare memorandum of findings or HRCR	8	44					\$4,620
RTC CCAG and Caltrans comments	8	32					\$3,600
Project and Data Management	8	4					\$1,220
Meetings (2)		8					\$680
Subtotals Hours:	40	252	60	43	44	8	447
Subtotals Labor:	\$4,400	\$21,420	\$6,600	\$5,805	\$3,960	\$680	\$42,865
Expenses:							\$2,500
Total Labor and Expenses:							\$45,365

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Contract between C/CAG and Iteris, Inc. for design of Smart Corridor- Southern Segment for total amount of \$129,740.00

(For further information or questions contact Parviz Mokhtari at (408)425-2433)

RECOMENDATION

That the C/CAG Board receives this status update on the San Mateo County Smart Corridor- Southern Segment at the Board meeting.

FISCAL IMPACT

Funding for the environmental and design of Southern Segment will be provided by the San Mateo County Motor Vehicle Fee.

BACKGROUND

The design firm of Iteris, Inc. under a contract with C/CAG designed and prepared all required construction documents for Smart Corridor local streets from 3rd Avenue in San Mateo to Whipple Avenue and delivered the project on time and within the budget. Considering high quality design by Iteris and to be able to meet the construction award deadline of June 2012, Iteris was selected for the design of Southern Segment. Staff negotiated the fees and a contract between C/CAG and Iteris, Inc. has been approved and executed by the Chair for total not to exceed amount of \$129,740.00 and the consultant must deliver 100% plans, specifications and estimate by no later than November 10, 2011 or pay \$500.00/ day penalty for any delay.

ATTACHMENT

Copy of the contract

ITEM 5.8.3

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ITERIS (Segment 3 – Smart Corridor Project 2)

This Agreement entered this 25th day of July 2011, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Iteris, Inc., a Delaware corporation, hereinafter called "Contractor."

WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding for design and preparation of Plans, Specifications and Estimate (PS&E) and for support services during construction for the Smart Corridor project 2 (segment 3) and

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments set forth in Exhibit C, attached hereto (Fee Proposal), Contractor agrees to perform the services (the "Services") described in Exhibit A (Scope of Work), attached hereto. All PS&E (i.e., Design Services, which are all tasks described in Exhibit A under Tasks 1, 2, 2.1, 2.2, 2.3 and 2.4 are to be performed and completed by November 10, 2011 as shown on Exhibit B, attached hereto (the "Schedule") and all construction support services (i.e., all tasks described in Exhibit A under Tasks 3 and 4) are to be completed when the construction is completed and accepted.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the cost rates set forth in Exhibit C up to a maximum amount of one hundred twenty nine thousand seven hundred forty dollars (\$129,740.00) for Design Services and preparation of 100% Plans, Specifications and Estimate (PS&E) (i.e., all services described under Tasks 1, 2, 2.1, 2.2, 2.3 and 2.4 of Exhibit A).
Liquidated Damages. Time is of the essence and the contractor agrees to pay C/CAG \$500 for every calendar day that the delivery of 100% PS&E is delayed beyond November 10, 2011. Provided however; Contractor shall not be liable for such liquidated damages to the extent that such delays are caused by C/CAG.

3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written approval of C/CAG .
5. Contract Term. This Agreement shall be in effect as of July 25, 2011 and shall terminate 60 days after completion and acceptance of the construction. Provided, however, C/CAG may terminate this Agreement at any time for any reason by providing a 30 day written notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include The duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and 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 operations under this Agreement, whether such

operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff If under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a 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, the C/CAG Chairperson, at his/her 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 pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor, at Contractor's place of business, during Contractor's normal business hours, which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Parviz Mokhtari

Notices required to be given to contractor shall be addressed as follows:

Iteris, Inc.
1700 Carnegie Avenue, Suite 100
Santa Ana, CA 92705

~~IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.~~

Iteris, Inc. (Contractor)

By _____
Scott Carlson, Vice President, Iteris

Date

City/County Association of Governments (C/CAG)

By 
Bob Grassilli, C/CAG Chair

2/25/11
Date

C/CAG Legal Counsel

By 

Scope of Work

Task 1: Project Management

Objective: To ensure an efficient and coordinated project development process, delivery of a high quality product, and deployment of the project components within budget and on schedule.

Mr. Scott Carlson will serve as Project Manager for this project. He will be the principal contact with the City and County Association of Governments of San Mateo (C/CAG) and other entities per their direction. Project Management consists of the preparation of and adherence to the project schedule, preparation of monthly status reports, as well as attendance at required meetings relative to this Project. Mr. Carlson will also be available to C/CAG staff should specific questions arise throughout the project progress, or for special meetings to inform other members within the community.

Iteris takes great pride in its proactive methods for staying in contact with project clients. Iteris understands that C/CAG staff has other jobs to perform outside of this project, and wants to be as efficient and effective as possible with their time. Thus, project management techniques will be modified to meet the C/CAG's needs. Iteris also strives to ensure that meeting notes are developed after every meeting, which capture the items covered and decisions made. Once the meeting has been adjourned, a draft copy of the meeting notes will be submitted to the C/CAG's Project Manager for review and approval prior to disbursement to the meeting attendees. These notes are not meant to be meeting minutes (i.e. recording of every word), but to assist with the tracking of discussions and decisions throughout the project progress, as well as the identification of action items.

Another component of the Project Management Task is Quality Control. Iteris' number one goal is the production of top quality products for clients. This is something that is kept in mind by employees at all times. It does not just apply to quality control for design plans – something that has been standard procedure at engineering design firms for many years; but rather relates to all aspects of Iteris staff jobs and professional careers. As a firm and as individuals, Iteris always strives for excellence. Mr. Marc Porter and Mr. Alan Cielland are identified as Senior Advisors responsible for the overall Quality Control/Quality Assurance aspect of this project.

Lastly, Project Management also consists of the obtaining approval by the local agencies and preparation of any permit applications in support of this project, which will be done in parallel with Task 2 Prepare Design (PS&E). It is envisioned that all applicable local agencies will be involved in the review of all submittals, expediting the overall approval process by the local agencies. Also, even though Caltrans is responsible for design activities on Caltrans right-of-way, it is envisioned that encroachment permits will be required at the boundary of the work done on local agency right-of-way and Caltrans right-of-way, where there is bound to be some overlap in the designs. Iteris has experience in the Caltrans District 4 encroachment permit process and understands the requirements associated with obtaining Caltrans approval of design and issuing of permits. In accordance with Iteris' proposed schedule (Task 2), the Caltrans encroachment permit process would begin upon receipt of City comments to the 35% (Preliminary) submittal. Additionally, the lessons learned from the City of San Mateo Initial Smart Corridor and South Segment Projects will ensure that the Caltrans staff is fully aware of the project details, which will expedite the review and comment process by Caltrans Permits staff.

Task 1 Deliverables:

- o Project schedule
- o Meeting minutes for all design and coordination meetings
- o Permit applications if applicable

Task 2: Prepare Design (PS&E)

Objective: To produce 35%, 65%, 95% and Final Plans, Specifications and Cost Estimate (PS&E) for the construction of new fiber optic communications, new wireless communications, traffic signal controller upgrades, CCTV cameras, trailblazer signs and system detection.

Task 2 will focus on the preparation of the PS&E package to support the construction of the Smart Corridor South Segment Corridors Project. In accordance with the RFP, the Project will include the field elements listed below as part of the design, followed by a more detailed summary of each project element.

1. **Fiber Optic Communications:** a combination of new fiber optic cable installed in new conduit, and replace existing twisted pair cable with new fiber optic cable in existing conduit where applicable, supporting the signalized intersections, CCTV cameras and trailblazer signs installed on local agency Smart Corridor arterials. The fiber optic cable will splice into fiber optic cable designed by Caltrans for El Camino Real. The fiber optic cable will support Ethernet-based communications.
2. **Traffic Signal Controllers:** Upgrade any of the existing traffic signal controllers to Model 2070 traffic signal controllers, and ensure the existing Model 2070 controllers support the Ethernet-based communication system to be deployed (i.e. equipped with 1B modules). The City's traffic signal controllers will be monitored from the various central control systems that vary by local agency. The system deployment shall allow for a future access and control of the Project elements from Caltrans District 4 and other Partner Agencies. The existing signal cabinets will be evaluated for possible upgrades to accommodate the proposed ITS elements.
3. **CCTV Cameras:** Implement CCTV cameras at select locations to provide video surveillance of the project corridors. The CCTV cameras will be fixed view CCTV cameras (one camera per approach). Initially, the operation of the CCTV cameras will be from each City Hall or Traffic Management Center (TMC). The system deployment shall allow for a future access and control of the Project elements from Caltrans District 4 and other Partner Agencies.
4. **Trailblazer Signs:** Implement trailblazer signs (TBS) at select locations to provide route guidance to motorists along the project corridors. Trailblazer signs are envisioned to require new poles. The system deployment shall allow for a future access and control of the Project elements from Caltrans District 4 and other Partner Agencies. Note that the all project TBS that are located on Caltrans right-of-way to be designed by Caltrans.
5. **Arterial System Detection (MVDS):** The system detectors would provide mid-block detection to provide arterial speed and flow data, as well as to support any advanced traffic operations during periods of non-recurring congestion.
6. **Type 334T Cabinets:** Type 334T cabinets will be designed at State ROW locations as a fiber termination point to allow Caltrans to make the connections for all State fiber communication. Power will be designed and will come from the closest existing service enclosure or service point.
7. **Wireless communication:** Wireless communication will be design for locations at at-grade railroad crossings where new conduit installation may not be feasible. Wireless communication will also be included at locations where fiber optic cable is not feasible due

to environmental or cost issues. The wireless equipment will either be serial or Ethernet based.

Task 2.1 – Preliminary Design

The initial effort of **Task 2** is the preparation of the 35 percent (35%) design submittal, which will be submitted to the C/CAG for review. The 35% submittal will include the base plans for the Project corridors, as well as preliminary recommendations for the Field Elements in the form of a Preliminary Design Technical Memorandum. For the purposes of the Implementation Plan, Field Elements include the items summarized in the Project Elements section presented above and include communications including fiber optics, conduit and pull boxes, communications hardware, CCTV systems, traffic signal controller upgrades, system detectors and TBS systems. Field Elements are items that shall be included in Plans, Specifications and Estimates (PS&E) to be used for bid package by C/CAG to select a Contractor for construction of the Field Elements.

In support of the 35% design and the overall design to be completed in **Task 2** and the Project, Iteris staff will conduct the following activities:

- Meet with City and Caltrans staff for each participating local agency for project orientation, outlining requirements to be met and other necessary meetings.
- Conduct a full review of the field conditions in support of the project PS&E.
- Prepare a Preliminary Design (35%) that details the project elements to be designed and implemented as part of the project. The C/CAG-approved Preliminary Design submittal will serve as the basis for the PS&E.
- Provide PS&E submittal for the construction of the identified corridors with backbone fiber optic cable and Ethernet distribution network, and the integration of existing and proposed traffic signal controllers at existing signalized intersections, new TBS's, system detection and CCTV camera systems into the Ethernet-based communications network.
- Design the communications network to support Ethernet communications for all project field devices to the respective Partner Agency TMC. Proposed communications Ethernet communications hardware shall be compatible with each City's and Caltrans' existing hardware.

Task 2.2 – Detailed Design

Once the details of the communication design have been identified and agreed upon by each participating local agency as part of the Preliminary Design (**Task 2.1**), Iteris will begin the detailed design phase that will produce the 65%, 95% and final design percent submittals. The plans and specifications for communication design will be prepared to satisfy the requirements of the project. The final PS&E submittal will include all necessary improvements to be performed by a contractor for a complete and operational system.

The communication design will consist of fiber optic cable in new and/or existing conduit. It is anticipated that detailed PS&E will be prepared for the following items:

- Communication Plans for infrastructure, including conduit, pull boxes, etc., at 1"=40' scale.
- Traffic signal controller upgrades, incorporated into the Communication Plans, at 1"=20' scale blowups.
- CCTV camera installation including the CCTV camera, integrated CCTV camera cable, and hardware for installation in the traffic signal controller cabinet, at 1"=20' scale.

- System detector installation including the system detectors, conduit, cabling, and hardware for installation in the traffic signal controller cabinet, at 1"=20' scale.
- Trailblazer sign installation including the sign, pole and cabinet, conduit, cabling, and hardware for installation in the cabinet, at 1"=40' scale.
- Detailed communication block diagrams for fiber assignments, equipment and hardware installed in field cabinets (traffic signal controllers, CCTV cameras, TBS's and arterial system detection systems).

Typical construction detail sheets will be prepared to support construction of items shown on the communication infrastructure plans. These sheets will cover details such as trench configurations, pull box/splice vault details, risers, sweeps and bend requirements, structure crossings, splice procedures, arrangement of multiple field cabinets, cabinet equipment layout and power distribution assembly, and others needed to clearly illustrate the work required.

Task 2.3 – City Hall Connections

During this task the details on fiber optic cable connections from the closest arterial will be shown on the plans including terminations inside each building per recommendations from City staff. The City Hall buildings will be field verified including any possible existing conduit entrances, the preferred termination point, and routing throughout the building.

Task 2.4 – Caltrans Design Coordination

Caltrans staff will be responsible for the design along the El Camino Real corridor and US-101 of the project. The Iteris Team will be in close coordination with Caltrans District 4 staff to ensure that all design elements, communication routing, fiber assignments and communication schematics are accurate and consistent for the entire project. This coordination should be continuous throughout the design process, and should include submittal review coordination.

Perform Field Review: The Iteris design team will collect all available information for the identified corridors. These will include existing signal, signing and striping as-built plans as well as street improvement plans. Iteris will then conduct a detailed field review of the existing conditions at the study intersections to verify the need for the City's identified improvements. Photographs will be taken showing existing cabinets and hardware, existing services, traffic signal standards and all approaches for each intersection.

Utility information request letters will be sent to the various utility companies to identify underground and overhead utilities that may interfere with the location of traffic signal equipment.

Design Reviews and Approval: It is understood that the PS&E submittals will be subject to review by C/CAG. Comments from C/CAG received within the established time frames will be documented, reviewed, discussed and incorporated into the next scheduled PS&E submittal

The 35% submittal will also serve as the plan set distributed to the utility companies and third party entities for identification of their own existing utilities. This distribution needs to occur at the 35% level in order to adhere to the design schedule and prevent this utility location effort from becoming the critical path during design. Comments received by the utilities and third party entities will be incorporated into the final design submittal.

Applicable Standards: Design plans will be prepared in accordance with applicable San Mateo County Public Works Smart Corridor and Caltrans standards. Symbols and legends will be compiled based on

discussions with the San Mateo County and Caltrans and presented for approval before commencing with detailed design. In support of this scope of work, as well as the work completed for the San Mateo Initial Smart Corridor Project, the Iteris Team is fully aware of the overall Smart Corridor Program requirements as detailed from the previous projects and supporting documents (Concept of Operations, SEMP, Functional Requirements, High Level Requirements, Detailed Design Requirements, Interface Control Requirements, and Detailed Design Requirement Test Plan). Iteris will prepare the Project in accordance with these standards.

Special Provisions: Caltrans and San Mateo County Public Works standards and special provisions will be used for this project. Iteris will compile and review special provisions used on similar projects as a guide to achieve consistency. Where technological revisions are needed, the project team will prepare appropriate language.

Required Permits, Affected Agencies, and Coordination Issues: There may be some localized construction and other project related activities that will require coordination with other agencies and entities. This includes Caltrans, which will require encroachment permits for any work conducted on Caltrans right-of-way. As part of this process, Iteris will identify any permits that may be required by these agencies or entities, and the actions that will need to be taken both in the design and construction portions of the project.

The above task will complete the overall construction package, ready for the bidding process.

Task 2 Deliverables:

- o 35% (Preliminary Design), 65% and 95% PS&E submittals in both paper and electronic format
- o A letter report summarizing review comments and the resolution of the review comments
- o Utility requests
- o Final bid document

Task 3: Final Bid Phase and Support (Optional T&M Task)

Objective: To support San Mateo County Public Works in advertising the Project for construction and assisting with the selection of the Contractor for construction.

Iteris strives to provide continuous project support throughout the Project process, and routinely provides bidding assistance on projects designed by Iteris staff. Iteris staff prides themselves in providing support during bid selection to ensure the successful design of the Project leads to the successful construction of the Project.

In support of this task, the Iteris Team will assist the San Mateo County staff with the selection of the Contractor for construction of the Project. Additionally, Iteris will work with San Mateo County staff to ensure that perspective contractors are made aware of the bid advertisement to ensure that the San Mateo County receives competitive bids from contractors qualified in ITS construction.

In support of this task, Iteris will conduct the following activities:

1. Attend the pre-bid meeting
2. Respond to questions / requests for information (RFI) concerning the plans, specifications and estimates prior to bid opening
3. Prepare design modifications or change orders, if needed

4. Prepare contact addenda, if needed
5. Provide a recommendation to San Mateo County for award of construction contract

Task 3 Deliverables:

- o Prepare contact addenda, if needed, for distribution by San Mateo County Public Works
- o Prepare answers to bidder's questions for distribution by San Mateo County Public Works on a weekly basis during bid phase
- o Prepare a recommendation to the San Mateo County Public Works for the award of the construction contract

Task 4: Design Support During Construction (Optional T&M Task)

Objective: To provide design support during construction including attendance at pre-construction conference, and responding to questions and RFIs from the Contractor. Also, to be available to be called to the site in response to questions arising from the progress of the work, and prepare modifications or revisions related to the project's original scope and character. To assist San Mateo County Public Works in preparation of contract change orders, if needed. In addition, to participate in the final walk through of constructed project and the preparation of "punch list" of needed work.

Construction support is the bridge between the design process and the integration phase of the project. The primary purpose of this support is for Iteris to provide management and technical recommendations to the Contractor during the communication infrastructure and field element installation.

To be effective, Iteris proposes to use staff for construction support who were involved in the design stage of the project, offering the County construction management staff who have a thorough understanding of the integration requirements as well as comprehensive knowledge of the defined goals for this Project. To that end, Iteris will provide personnel with experience and expertise in traffic system design, traffic system integration and a complete understanding of the requirements and goals of this project. Iteris personnel will provide the following services in support of this task:

- o Attend the pre-construction meeting and provide technical guidance with regards to the Plans, Specifications and Estimates package.
- o Be present at the construction site to assist in the resolution of problems that arise during construction activities. This is essential during the splicing of fiber optics to ensure correct fiber assignments are made, as well as during system detection installation and connection.
- o Respond to requests for information (RFIs) and, if necessary, revise and/or modify plans based on construction changes made in the field.
- o Assist County staff in the preparation of contract change orders.
- o Participate in the final walk through ensuring compliance with construction requirements and providing a thorough "punch-list" of items that must be corrected and/or completed to satisfy the project requirements.

Proficient construction support staff is essential in ensuring that interconnect infrastructure is installed and terminated properly so that the communication design is implemented accurately and the ITS field element assignments correlate with the central system database parameters.

Task 4 Deliverables:

- o Response to Request for Information from contractor

- o Modification or revisions that are related to the project original scope and character
- o Contract change orders if necessary

Task 5: System Integration & Testing (Optional T&M Task)

Objective: To provide systems integration and testing support including preparation of integration and testing requirements, and installation and integration of hardware and systems at each Local Agency to make the system operational.

Based on past ITS project experience, Systems Integration and Testing are keys to the overall success of a project. For example, this Project will implement Ethernet-based communications that will require preparing VLANs and IP addressing for all project equipment. This is work that Iteris is completing on the City of San Mateo Initial Smart Corridor Project, and as such, the Iteris Team has included this as an optional task for this Project.

This task will ensure proper integration and operation of all ITS elements implemented as part of this Project. This task builds on the efforts of the preceding tasks such that systematic and accurate implementation of the predecessor tasks contributes to the efficient integration, testing and operation of all project elements. Success in this task is enhanced through the smooth transition from the construction phase of this project to this system integration and testing phase.

The system integration and testing plan begins during the design phase with the preparation of the Integration and Testing Requirements submittal. The Integration and Testing Requirements submittal will define the roles and responsibilities of all Project members including Iteris, the Contractor, San Mateo County Public Works and Caltrans.

During construction, coordination between the construction stage and system integration phase is essential to the success of this project. The requirement to maintain system operations during this project will require that existing interconnect remain in place and operational during construction and integration of fiber optic interconnect and Ethernet switching hardware. The only downtime will be during migration from the existing interconnect to the fiber optic installation. This new interconnect will be fully tested and configured to ensure minimum downtime of the traffic control system.

This task shall include the following requirements at a minimum to be performed by the Consultant.

- o Plan to ensure the integration of Project devices does not affect operation of existing devices currently operating on each local agency's traffic signal system as well as clearly delineate the requirements of the installation contractor and the Consultant. Iteris will be available during integration phase to resolve problems encountered from the interconnect system installation as well as system device installation. Prior to any integration activities, existing system conditions will be documented so that the current system operation is not impacted due to integration and testing.
- o Traffic Signal Controllers: Iteris will develop the Plan to integrate the Project signalized intersections into each local agency's existing traffic signal system, if applicable. This includes the replacement of any existing traffic signal controllers with 2070 controllers, which will require the conversion of signal timing parameters to the new 2070 controller.

- Integration of the traffic controllers may be required and will include database population, creating intersection graphics, and updating the overall Graphical User Interface to make Project elements operational from each local agency and Caltrans TMC.
- o CCTV Cameras: Iteris will integrate the Project CCTV cameras into the City's existing video management system, if applicable. Integration includes database population and updating the overall Graphical User Interface to make Project elements operational from the respective Partner Agency TMC. Iteris' Implementation Plan assumes the central software for the CCTV cameras will be furnished by others.
 - o Detection Systems: Iteris will integrate the project related detection system into the existing traffic signal system ensuring accurate correlation with central database and actual field connection. Existing detection will be evaluated for proper operation and accurate system database to field connection correlation. Integration includes database population and updating the overall Graphical User Interface to make Project elements operational from the respective Partner Agency TMC.
 - o Trailblazer Signs: Iteris will integrate the Project Trailblazer sign installations into Caltrans District 4 TMC such that the signs can be remotely operated. Integration includes database population and creation of Graphical User Interface elements to make Project devices operational from the San Mateo TMC using a sign vendor's central control software. Iteris' Implementation Plan assumes the central software for the signs will be furnished by others.
 - o Communications Network: Iteris will implement an upgraded network to support the Ethernet switches selected for the communication network. The network shall consist of multiple VLANs configured to City standards to segregate the various elements communicating on the network. Included in this task is the preparation of documentation in support of Field Element hardware configuration by the Contractor. The network configuration applies to the Project field devices to make Project elements operational from the San Mateo TMC. This task will require coordination with the respective Partner Agency TMC IT personnel.

Upon completion of all installation, testing and integration activities, Iteris will provide a system inventory document that includes the manufacturer, model number and physical location of every ITS field device and TMC component. IP address, subnet mask and VLAN assignments will be provided for each IP addressable device as well.

The cost of this task is \$29,980 and is subject to C/CAG approval before proceeding with the work.

Optional Task 5 Deliverables:

- o Integration and Testing Requirements
- o Consultant and Contractor Roles and Responsibilities
- o Fully functional system of CCTV cameras, trailblazer signs, and interconnected traffic signals, upon acceptance of Contractor work
- o System Inventory Document

Schedule

Iteris plans to expedite the project schedule and complete the entire design within seventeen weeks (approximately 4 months) after NTP, Thursday July 14, 2011. The schedule per task is detailed below:

- Task 1: Project Management – Continuous Over Entire Project
- Task 2: Prepare Design (PS&E)
 - Task 2.1: Preliminary Design
 - 35 % Submittal – August 18th, 2011
 - 2 Week Agency Review: Receive comments on September 1, 2011
 - Includes:
 - Project Walkthrough
 - Individual Agency Meetings
 - City Hall Connection Field Work with each Agency
 - Task 2.2: Detailed Design
 - 65% Submittal: September 15, 2011
 - 2 Week Agency Review: Receive comments on September 29, 2011
 - 95% Submittal: October 13, 2011
 - 2 Week Agency Review: Receive comments on October 20, 2011
 - Final Submittal: November 10, 2011
- Task 3: Final Bid Support: ~ 6 Weeks (incorporated in the overall South project)
- Task 4: Construction Support (incorporated in the overall South project)
- Task 5: System Integration and Testing (During and after construction)

Fee Proposal

Iteris' fee proposal is presented below, based on the scope of work herein. Iteris does not envision a need for additional budget for the Task 3 and Task 4 Time and Material tasks considering the remaining budget on the current contract.

TASK	Iteris Staff									HOURS	COST
	Scott Carlson Project Manager	Marc Porter Senior Advisor	Gabe Murillo Senior Engineer	Alek Hosvepian Senior Engineer	Paul Frislie Senior Engineer	Associate Engineer	Assistant Engineer	Admin / Accounting Staff			
Task 1	Project Management and Coordination	30	2	0	0	20	0	0	10	62	\$11,360
Task 2	Prepare Design	42	0	19	44	160	320	370	0	955	\$114,380
Subtask 2.1	Preliminary Design	16		5	16	60	100	120		317	\$38,360
Subtask 2.2	Detailed Design	20		10	20	80	180	200		510	\$60,500
Subtask 2.3	City Hall Connection	6		4	8	20	40	50		128	\$15,520
Subtask 2.4	Caltrans Coordination									0	\$0
Total Hours Labor		72	2	19	44	180	320	370	10	1017	
										Total Labor	\$125,740
										Other Direct Costs (ODCs)	\$4,000
										Total Project Cost	\$129,740

TASK	Iteris Staff									HOURS	COST	
	Scott Carlson Project Manager	Marc Porter Senior Advisor	Gabe Murillo Senior Engineer	Alek Hosvepian Senior Engineer	Paul Frislie Senior Engineer	Associate Engineer	Assistant Engineer	Admin / Accounting Staff				
Task 3	Final Bid Phase and Bid Phase Support (Optional T&M)	No additional cost per original South project									0	\$0
Task 4	Design Support During Construction (Optional T&M)	No additional cost per original South project									0	\$0
Task 5	System Integration and Testing (Optional T&M)	20	0	34	12	8	70	80	0	224	\$29,980	
Total Hours Labor		20	0	34	12	8	70	80	0	224		
										Total Labor	\$29,980	
										Other Direct Costs (ODCs)	\$3,500	
										Total Project Cost	\$33,480	

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 11-41 authorizing the C/CAG Chair to execute amendments to the agreements with various cities and the Peninsula Traffic Congestion Relief Alliance for an amount not to exceed \$645,982 and Resolution 11-42 authorizing the C/CAG Chair to execute the funding agreement with the Peninsula traffic Congestion Relief Alliance in an amount not to exceed \$15,000 for the provision of Congestion Relief Program shuttle services from July 1, 2011 through June 30, 2012.

(For further information or questions contact Tom Madalena at 599-1460)

RECOMMENDATION

That the Board of Directors review and approve Resolution 11-41 authorizing the C/CAG Chair to execute amendments to the agreements with various cities and the Peninsula Traffic Congestion Relief Alliance for an amount not to exceed \$645,982 and Resolution 11-42 authorizing the C/CAG Chair to execute the funding agreement with the Peninsula traffic Congestion Relief Alliance in an amount not to exceed \$15,000 for the provision of Congestion Relief Program shuttle services from July 1, 2011 through June 30, 2012.

FISCAL IMPACT

The total additional funding obligated through the amendments and funding agreement will not exceed \$660,982 in order to continue services through June 30, 2012.

SOURCE OF FUNDS

Funding to support the shuttle programs will be derived from the Congestion Relief Plan adopted by C/CAG and included in the Fiscal Year (FY) 11/12 budget. The San Mateo County Transportation Authority (TA) is providing matching funds of up to \$300,000.

BACKGROUND/DISCUSSION

The C/CAG Shuttle Program was developed out of the Congestion Relief Plan. In connection with the Congestion Management Program, individual cities do not have to prepare deficiency plans on a biannual basis, instead C/CAG took on the responsibility by setting up the Congestion Relief Plan. One of the measures in the Congestion Relief Plan is the local shuttle program. The objective of the Congestion Relief Plan is to absolve cities from the responsibility of preparing a deficiency plan.

C/CAG issued a Call for Projects for the Shuttle Program on May 6th and applications were due on May 30th. There are eight jurisdictions with shuttles applications and all are for the

ITEM 5.9

continuation of existing shuttle services. There were two shuttle routes from last year that did not reapply. Millbrae decided not to continue and Daly City decided not to implement shuttle service.

A Shuttle Review Committee comprised of staff from SamTrans, San Mateo County Transportation Authority and C/CAG was convened and has recommended the shuttles be funded at the amounts listed in the table below. The Shuttle Review Committee also recommended working on developing new policy for the program that would encourage marketing to help improve the performance of the shuttles. Staff is anticipating partnering with the San Mateo County Transportation Authority (TA) on the development of a joint call for projects or partnership between the C/CAG and TA shuttle programs. The TA is on a two year funding cycle and the next funding cycle for their program begins in fiscal year 2012/2013. Staff intends on working with the TA over the course of fiscal year 2011/2012 to work on the implementation of a joint call for projects for the 2012/2013 and 2013/2014 fiscal years.

Funding Recommendation for FY 2011/2012

City	Requested Funding for FY 11/12	FY 10/11 Grant Amount	Funding Recommendation for FY 11/12
Brisbane / Daly City	\$99,050	\$94,012	\$99,050
Brisbane Crocker Park	\$15,000	NA	\$15,000
Burlingame	\$58,215	\$52,313	\$58,215
East Palo Alto	\$127,965	\$151,325	\$127,965
Foster City	\$65,080	\$53,434	\$65,080
Menlo Park	\$107,937	\$105,267	\$107,937
Redwood City	\$67,735	\$63,000	\$67,735
South San Francisco	\$120,000	\$120,000	\$120,000
Total	\$660,982	\$639,351	\$660,982

C/CAG's budget for Local Service Programs for FY 11/12 is \$500,000 plus \$300,000 in matching funds from the San Mateo County Transportation Authority.

Please see the table below to view the operating cost per passenger for each of the shuttles. The C/CAG benchmark for the operating cost per passenger as a performance standard is \$6.00 per passenger for fixed route shuttles and \$15.00 per passenger for door-to-door shuttles, based on standards developed in 2005. Adjusting the benchmark standards by utilizing the Consumer Price Index (CPI) for inflation brings them to \$6.91 and \$17.27 in 2011 dollars.

C/CAG Shuttle Monitoring

* (April 2010 through March 2011)

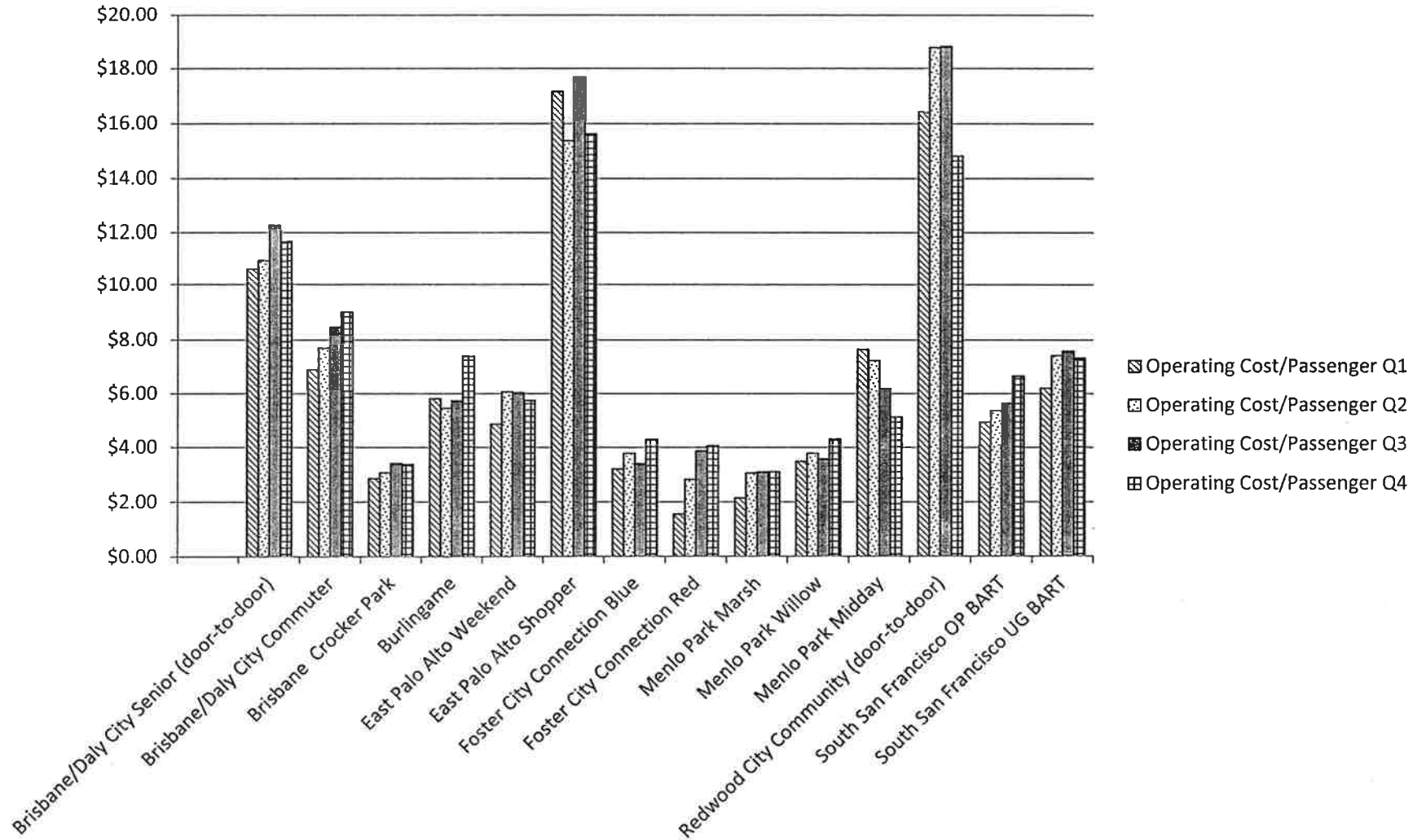
** (April 2009 through March 2010)

Shuttle	Operating Cost/Passenger 2010/2011 *	Operating Cost/Passenger 2009/2010 **
Brisbane/Daly City Senior (door-to-door)	\$11.28	\$11.38
Brisbane/Daly City Commuter	\$7.36	\$8.66
Brisbane Crocker Park	\$3.21	\$3.46
Burlingame	\$8.93	\$7.53
East Palo Alto Weekend	\$4.85	\$5.19
East Palo Alto Shopper	\$12.26	\$13.04
East Palo Alto Weekday	\$3.02	\$2.43 (Q1-Q3)
Foster City Connection Blue	\$4.29	\$4.32
Foster City Connection Red	\$2.92	\$4.04
Menlo Park Marsh	\$4.85	\$3.68
Menlo Park Willow	\$3.96	\$4.31
Menlo Park Midday	\$5.80	\$4.49
Redwood City Community (door-to-door)	\$13.17	\$17.63
South San Francisco OP BART	\$7.70	\$6.35
South San Francisco UG BART	\$9.73	\$8.43

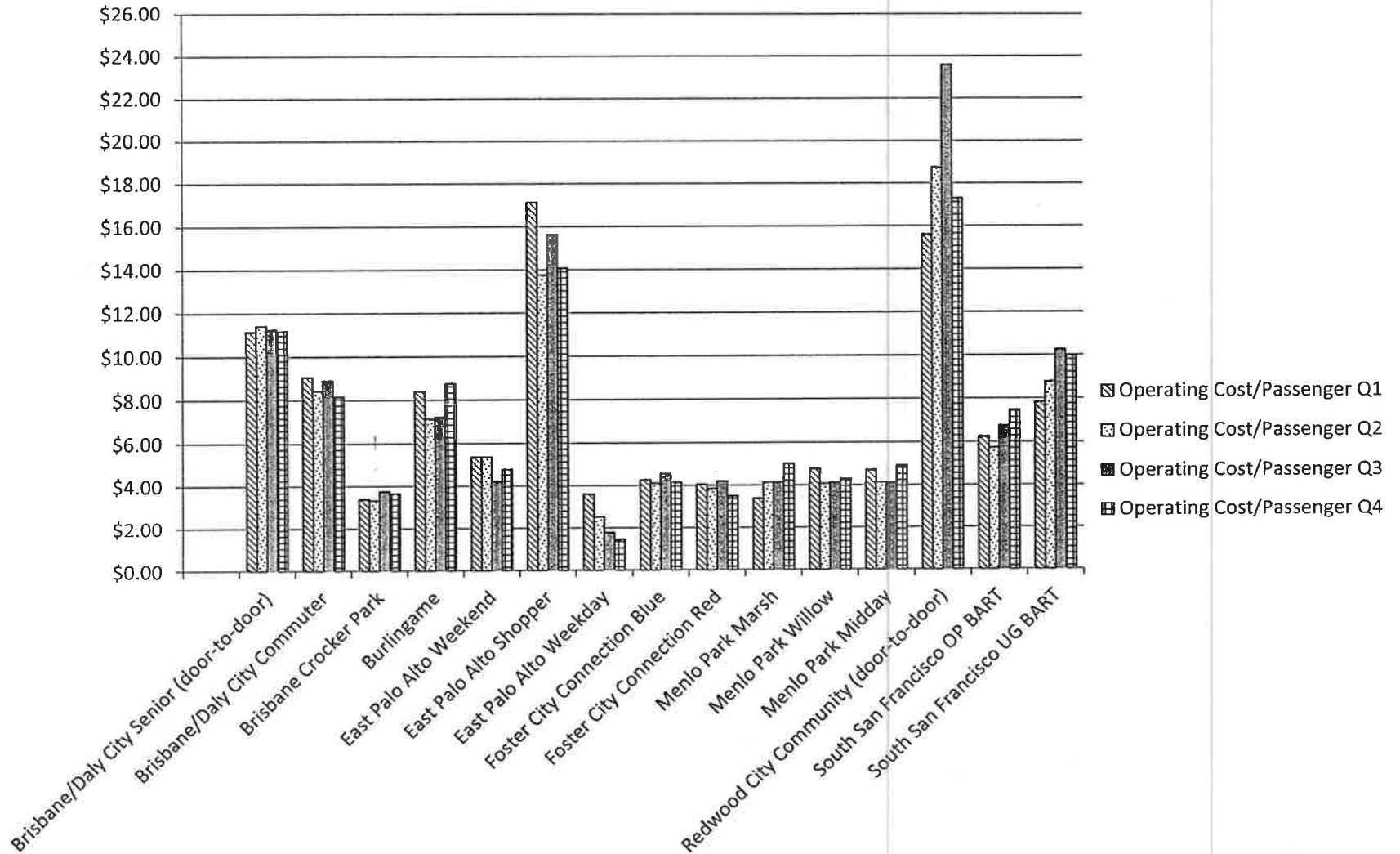
ATTACHMENTS

- Shuttle Performance FY 08/09
- Shuttle Performance FY 09/10
- Shuttle Performance FY 10/11
- Resolution 11-41
- Resolution 11-42
- 7 shuttle agreement amendments
- Shuttle Program Agreement with the Peninsula Traffic Congestion Relief Alliance

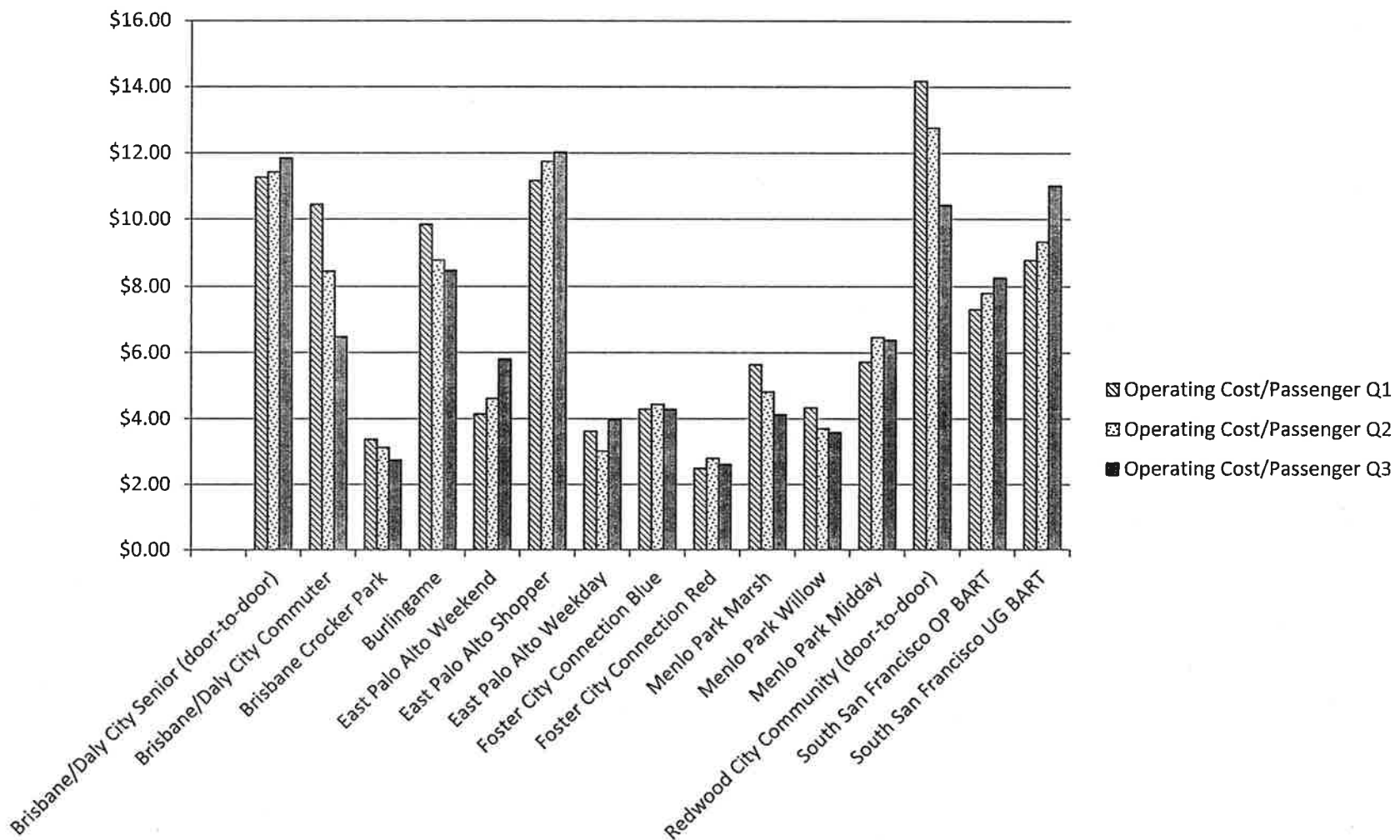
Shuttle Performance Fiscal Year 2008/2009



Shuttle Performance Fiscal Year 2009/2010



Shuttle Performance Fiscal Year 2010/2011



RESOLUTION 11-41

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AMENDMENTS TO THE AGREEMENTS WITH VARIOUS CITIES AND THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE TO EXTEND THE PROVISION OF LOCAL AND EMPLOYER BASED SHUTTLE SERVICES FOR A TOTAL ADDITIONAL COST NOT TO EXCEED \$645,982 FROM JULY 1, 2011 THROUGH JUNE 30, 2012.

WHEREAS, the Board of Directors of the City/County Association of Governments at its February 14, 2002 meeting approved the Congestion Relief Plan and subsequently reauthorized the Congestion Relief Plan in 2007 and 2010; and,

WHEREAS, one component of that Plan was support for the Local and Employer Based Shuttle Programs; and,

WHEREAS, on June 9, 2005 the C/CAG Board selected through a request for proposals process, six programs to be funded through June 30, 2006; and,

WHEREAS, on August 10, 2006 the C/CAG Board approved an agreement with the Peninsula Traffic Congestion Relief Alliance for the support of an employer-based shuttle program in the City of South San Francisco; and,

WHEREAS, on June 14, 2007 the C/CAG Board approved an agreement for the Redwood City shuttle program; and,

WHEREAS, said above shuttles were approved by the Board of Directors to be extended in 2008, 2009 and 2010; and,

WHEREAS, all of these programs have been successfully operating and the C/CAG Board of Directors desires to extend these services for an additional year; and,

WHEREAS, C/CAG has determined that the added cost of these extensions shall not cumulatively exceed six hundred forty-five thousand, nine hundred and eighty-two dollars (\$645,982); and,

WHEREAS, the following agencies and programs shall be covered by this extension.

<u>Agency</u>	<u>Increase in Funding</u>
City of Burlingame	\$58,215
City of East Palo Alto	\$127,965
City of Foster City	\$65,080
City of Menlo Park	\$107,937
Cities of Brisbane and Daly City	\$99,050
South San Francisco and the Alliance	\$120,000
Redwood City	\$67,735
Total	\$645,982

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to execute amendments to these agreements with the aforementioned agencies increasing the funding by the amounts listed above and extending the contract period through June 30, 2012. The amendments shall be in a form approved by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

RESOLUTION 11-42

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE CHAIR TO EXECUTE THE FUNDING AGREEMENT WITH THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN AN AMOUNT NOT TO EXCEED \$15,000 FOR THE PROVISION OF CONGESTION RELIEF PROGRAM SHUTTLE SERVICES FROM JULY 1, 2011 THROUGH JUNE 30, 2012.

WHEREAS, the Board of Directors of the City/County Association of Governments at its February 14, 2002 meeting approved the Countywide Traffic Congestion Relief Plan; and,

WHEREAS, one component of the Congestion Relief Plan was support for the Local Service Shuttle Program; and,

WHEREAS, the Peninsula Traffic Congestion Relief Alliance has applied for local service shuttle funding on behalf of the City of Brisbane; and,

WHEREAS, the C/CAG Board has reviewed the request for funding by the Peninsula Traffic Congestion Relief Alliance and has determined that it is consistent with the Congestion Relief Plan; and,

WHEREAS, the Board of Directors of the City/County Association of Governments at its August 11, 2011 meeting approved an agreement with the Peninsula Traffic Congestion Relief Alliance for the local service shuttle program for a maximum amount of \$15,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement with the Peninsula traffic Congestion Relief Alliance for a maximum amount of \$15,000. This agreement shall be in a form to be approved by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
FIFTH AMENDMENT TO AGREEMENT WITH
THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the Peninsula Traffic Congestion Relief Alliance (hereinafter referred to as the Alliance) are parties to an Agreement dated August 10, 2006, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this fifth amendment.

IT IS HEREBY AGREED by C/CAG and the Alliance that:

1. This fifth amendment shall be to provide additional funding and an extension of time in order for the Alliance to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to the Alliance by C/CAG under this fifth amendment will be one hundred twenty thousand dollars (\$120,000), thereby making the new total contract maximum amount seven hundred ten thousand dollars (\$710,000). This fifth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this fifth amendment for Fiscal Year 2011/2012 will be one hundred twenty thousand dollars (\$120,000). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. The Alliance shall be required to provide a dollar for dollar match for the C/CAG funds provided under this fifth amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this fifth amendment.

5. The Contract Term, as specified in section 5 of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For the Alliance:

Bob Grassilli, Chair

Linda Koelling, Chair

Date: _____

Date: _____

Approved as to form:

C/CAG Legal Counsel

The Alliance Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
SIXTH AMENDMENT TO AGREEMENT WITH
THE CITY OF BURLINGAME**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the City of Burlingame (hereinafter referred to as City) are parties to an Agreement dated June 9, 2005, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2006, 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this sixth amendment.

IT IS HEREBY AGREED by C/CAG and City that:

1. This sixth amendment shall be to provide additional funding and an extension of time in order for the City to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to City by C/CAG under this sixth amendment will be fifty eight thousand, two hundred fifteen dollars (\$58,215), thereby making the new total contract maximum amount three hundred sixty thousand, three hundred three dollars (\$360,303). This sixth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this sixth amendment for Fiscal Year 2011/2012 will be fifty eight thousand, two hundred fifteen dollars (\$58,215). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. City shall be required to provide a dollar for dollar match for the C/CAG funds provided under this sixth amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this sixth amendment.

5. The Contract Term, as specified in section 9 (Contract Term) of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For City:

Bob Grassilli, Chair

Date: _____

Approved as to form:

C/CAG Legal Counsel

City Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
SIXTH AMENDMENT TO AGREEMENT WITH
THE CITY OF FOSTER CITY**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the City of Foster City (hereinafter referred to as City) are parties to an Agreement dated June 9, 2005, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2006, 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this sixth amendment.

IT IS HEREBY AGREED by C/CAG and City that:

1. This sixth amendment shall be to provide additional funding and an extension of time in order for the City to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to City by C/CAG under this sixth amendment will be sixty five thousand, eighty dollars (\$65,080), thereby making the new total contract maximum amount six hundred fifty-five thousand, six hundred fourteen dollars (\$655,614). This sixth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this sixth amendment for Fiscal Year 2011/2012 will be sixty five thousand, eighty dollars (\$65,080). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. City shall be required to provide a dollar for dollar match for the C/CAG funds provided under this sixth amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this sixth amendment.

5. The Contract Term, as specified in section 7 (Contract Term) of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For City:

Bob Grassilli, Chair

Date: _____

Date: _____

Approved as to form:

C/CAG Legal Counsel

City Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
SIXTH AMENDMENT TO AGREEMENT WITH
THE CITY OF EAST PALO ALTO**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the City of East Palo Alto (hereinafter referred to as City) are parties to an Agreement dated June 9, 2005, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2006, 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this sixth amendment.

IT IS HEREBY AGREED by C/CAG and City that:

1. This sixth amendment shall be to provide additional funding and an extension of time in order for the City to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to City by C/CAG under this sixth amendment will be one hundred twenty-seven thousand, nine hundred sixty-five dollars (\$127,965), thereby making the new total contract maximum amount seven hundred eight thousand, five hundred thirty-seven dollars (\$708,537). This sixth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this sixth amendment for Fiscal Year 2011/2012 will be one hundred twenty-seven thousand, nine hundred sixty-five dollars (\$127,965). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. City shall be required to provide a dollar for dollar match for the C/CAG funds provided under this sixth amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this sixth amendment.

5. The Contract Term, as specified in section 11 (Contract Term) of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For City:

Bob Grassilli, Chair

Date: _____

Approved as to form:

C/CAG Legal Counsel

City Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
SEVENTH AMENDMENT TO AGREEMENT WITH
THE CITY OF MENLO PARK**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the City of Menlo Park (hereinafter referred to as City) are parties to an Agreement dated June 9, 2005, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2006, twice in 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this seventh amendment.

IT IS HEREBY AGREED by C/CAG and City that:

1. This seventh amendment shall be to provide additional funding and an extension of time in order for the City to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to City by C/CAG under this seventh amendment will be one hundred seven thousand, nine hundred thirty-seven dollars (\$107,937), thereby making the new total contract maximum amount seven hundred fourteen thousand, eight hundred seventy-two dollars (\$714,872). This seventh amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this seventh amendment for Fiscal Year 2011/2012 will be one hundred seven thousand, nine hundred thirty-seven dollars (\$107,937). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. City shall be required to provide a dollar for dollar match for the C/CAG funds provided under this seventh amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this seventh amendment.

5. The Contract Term, as specified in section 5 of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For City:

Bob Grassilli, Chair

Date: _____

Approved as to form:

C/CAG Legal Counsel

City Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
SIXTH AMENDMENT TO AGREEMENT WITH
THE CITIES OF BRISBANE AND DALY CITY**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the Cities of Brisbane and Daly City (hereinafter referred to as Cities) are parties to an Agreement dated June 9, 2005, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2006, 2007, 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this sixth amendment.

IT IS HEREBY AGREED by C/CAG and Cities that:

1. This sixth amendment shall be to provide additional funding and an extension of time in order for the Cities to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.
2. The added funding provided to Cities by C/CAG under this sixth amendment will be ninety-nine thousand, fifty dollars (\$99,050), thereby making the new total contract maximum amount five hundred fifty-four thousand, seven hundred forty-five dollars fifty cents (\$554,745.50). This sixth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this sixth amendment for Fiscal Year 2011/2012 will be ninety-nine thousand, fifty dollars (\$99,050). The additional funds will be paid based upon the receipt of invoices for the actual costs.
3. Cities shall be required to provide a dollar for dollar match for the C/CAG funds provided under this sixth amendment.
4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this sixth amendment.
5. The Contract Term, as specified in section 15 of the Original Agreement as Amended, shall terminate on June 30, 2012.
6. All other provisions of the Original Agreement as Amended shall remain in full force and effect.

For C/CAG:

For Brisbane:

For Daly City:

Bob Grassilli, Chair

Date:_____

Approved as to form:

C/CAG Legal Counsel

Date:_____

City Legal Counsel

Date:_____

City Legal Counsel

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
FOURTH AMENDMENT TO AGREEMENT WITH
THE CITY OF REDWOOD CITY**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and the City of Redwood City (hereinafter referred to as City) are parties to an Agreement dated June 14, 2007, regarding the Local Transportation Services component of the County-wide Congestion Relief Plan (the "Original Agreement"); and

WHEREAS, the Original Agreement was amended in 2008, 2009, and again in 2010 (the "Original Agreement as Amended"); and

WHEREAS, the parties now desire to enter into this fourth amendment

IT IS HEREBY AGREED by C/CAG and City that:

1. This fourth amendment shall be to provide additional funding and an extension of time in order for the City to continue the provision of locally based shuttle services and the Original Agreement as Amended is hereby further amended as set forth herein.

2. The added funding provided to the City by C/CAG under this fourth amendment will be sixty seven thousand, seven hundred thirty-five dollars (\$67,735), thereby making the new total contract maximum amount three hundred seventy-eight thousand, one hundred thirty five dollars (\$378,135). This fourth amendment shall be in effect as of July 1, 2011. The maximum amount available pursuant to this fourth amendment for Fiscal Year 2011/2012 will be sixty seven thousand, seven hundred thirty-five dollars (\$67,735). The additional funds will be paid based upon the receipt of invoices for the actual costs.

3. City shall be required to provide a dollar for dollar match for the C/CAG funds provided under this fourth amendment.

4. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this fourth amendment.

5. The Contract Term, as specified in section 5 of the Original Agreement as Amended, shall terminate on June 30, 2012.

6. All other provisions of the Original Agreement shall remain in full force and effect.

For C/CAG:

For City:

Bob Grassilli, Chair

Date: _____

Date: _____

Approved as to form:

C/CAG Legal Counsel

City Legal Counsel

**SHUTTLE PROGRAM AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE**

This Agreement entered this 11th Day of **August 2011**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the Peninsula Traffic Congestion Relief Alliance, hereinafter called "ALLIANCE."

W I T N E S S E T H

WHEREAS, C/CAG is prepared to award funding for the implementation of shuttle programs under the "Local Services Shuttle Program" component of the Congestion Relief Plan; and

WHEREAS, The purpose of the Local Services Shuttle Program is to increase the use of public transit by individuals whose place of employment is within San Mateo County, thereby reducing regional and local congestion; and

WHEREAS, The C/CAG Board has reviewed the ALLIANCE request for funding and has determined that it is consistent with the Congestion Relief Plan; and

WHEREAS, The parties wish to obligate the first cycle of funding and the ALLIANCE will match the C/CAG contribution on a dollar for dollar basis; and

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by ALLIANCE. In consideration of the payments hereinafter set forth, the ALLIANCE shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in C/CAG shall make payment to ALLIANCE in an amount not to exceed fifteen thousand dollars (\$15,000). Payments shall be made on a cost reimbursement basis and the funds will be paid based upon the receipt of quarterly invoices for the actual costs. Invoices shall be reimbursed in the amount of fifty percent (50%) of the actual costs. The Alliance shall be required to provide a dollar for dollar match for the C/CAG funds. In the event that C/CAG makes any advance payments, ALLIANCE agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. ALLIANCE shall not assign this Agreement or any portion thereof

to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. Contract Term. This Agreement shall be in effect as of July 1, 2011 and shall terminate on June 30, 2012; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to ALLIANCE. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, ALLIANCE shall be paid for all services provided to the date of termination.
6. Hold Harmless/ Indemnity: ALLIANCE shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by ALLIANCE of its duties under this Agreement. C/CAG shall indemnify and save harmless ALLIANCE from all claims, suits or actions resulting from the performance by C/CAG of its duties under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. The C/CAG logo shall be displayed on any vehicles or equipment operated or obtained through funds made available through this agreement.
8. Insurance: ALLIANCE or its subcontractors performing the services on behalf of ALLIANCE shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. ALLIANCE shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the ALLIANCE's coverage to include the contractual liability assumed by ALLIANCE pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: ALLIANCE shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: ALLIANCE shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect ALLIANCE, its employees, officers and 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 operations under this Agreement, whether such operations be by ALLIANCE or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff. Required insurance shall include:

Required Amount	Approval by C/CAG Staff
--------------------	----------------------------

		if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a 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, the C/CAG Chairperson, at his/her 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 pursuant to this Agreement.

9. Non-discrimination. ALLIANCE and its subcontractors performing the services on behalf of ALLIANCE shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
10. Compliance with All Laws. ALLIANCE shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
11. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. Access to Records. C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of ALLIANCE which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

ALLIANCE shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
13. Merger Clause. This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year listed below.

Peninsula Traffic Congestion Relief Alliance

By _____

_____ Date

Peninsula Traffic Congestion Relief Alliance Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

C/CAG AGENDA REPORT

DATE: August 11, 2011

TO: City/County Association of Governments Board of Directors

FROM: Richard Napier, Executive Director

SUBJECT: Review and approval of Resolution 11-43 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$527,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

(For further information please contact Tom Madalena at 650-599-1460)

RECOMMENDATION:

That the C/CAG Board of Directors review and approve Resolution 11-43 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of 527,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

FISCAL IMPACT:

Under the TFCA Program there is a total allocation of \$987,566 of which \$527,000 is designated for the SamTrans Shuttle Bus Program in FY 2011/2012.

SOURCE OF FUNDS:

TFCA funds are derived from a Vehicle Registration Fee surcharge provided to C/CAG by the Bay Area Air Quality Management District (BAAQMD).

BACKGROUND/ DISCUSSION:

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the March 10, 2011 C/CAG Board meeting the Board approved the projects to be funded with the 2011/2012 allocation. The agreement is with SamTrans to operate nine employer based shuttle bus programs that will connect major employment centers in San Mateo, Daly City, South San Francisco, Brisbane, Millbrae and San Bruno with BART stations.

The funding agreement shall be in a form to be approved by C/CAG Legal Counsel.

ATTACHMENTS:

- Resolution 11-43

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RESOLUTION 11-43

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE FUNDING AGREEMENT BETWEEN C/CAG AND THE SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) IN THE AMOUNT OF \$527,000 UNDER THE 2011/2012 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE SHUTTLE SERVICES.

WHEREAS, the Board of Directors of the City/County Association of Governments at its March 10, 2011 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

WHEREAS, the agencies implementing these projects, the scope of the work and the specified amount of Transportation Fund for Clean Air (TFCA) funding, have been identified and approved by the Board of Directors; and,

WHEREAS, it is necessary for C/CAG to enter into Project Sponsor agreements with the individual agencies receiving Transportation Fund for Clean Air (TFCA) project funding, setting forth the responsibilities of each party; and,

WHEREAS, one of these programs is to provide nine shuttles between various employment centers and BART stations and is sponsored by the San Mateo County Transit District.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to enter into an agreement with the San Mateo County Transit District for \$527,000 under the Transportation Fund for Clean Air (TFCA) Program. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

C/CAG AGENDA REPORT

Date: August 11, 2011

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 11-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting and staff support services at a net cost to C/CAG of not to exceed \$100,000 for the fiscal year 2011-12.

(For further information or response to questions, contact Richard Napier at 650-599-1420)

Recommendation:

Review and approval of Resolution 11-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting and staff support services at a net cost to C/CAG of not to exceed \$100,000 for the fiscal year 2011-12 in accordance with the staff recommendation.

Fiscal Impact:

\$100,000. Included in the adopted budget for FY 2011-12.

Revenue Sources:

San Mateo Congestion Relief Program Fund.

Background:

In 2007 C/CAG published the 2006 Housing Needs Study, which quantified a projected housing shortfall of between 35,000 and 50,000 homes through 2025. C/CAG then sponsored production and distribution of a booklet and slideshow that reached approximately 1,000 opinion leaders countywide. The Board asked staff to propose ways C/CAG might address the housing shortfall.

In 2009 the Board reviewed proposed housing-related activities in four broad topical areas—policy leadership, promotion of housing in transit corridor, cost-effective responses to State regulatory mandates, and local funding to meeting housing goals—and gave staff general direction. In response, staff brought back a suite of programs which the Board approved. Some of these programs are major projects managed by C/CAG directly such as the Transit Oriented Development Incentive Program (TODI) and the Corridor Study. Other programs are managed

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by cooperating agencies with partial sponsorship by C/CAG, for example the Economic and Housing Opportunity Study (ECHO) by SamTrans, and the collection of activities proceeding under contract with San Mateo County Department of Housing.

The intent of all these programs, taken together is as follows: C/CAG provides tools, technical support and financial incentives to help member jurisdictions plan and produce housing in the transit corridor, downtowns, station areas and El Camino Real at densities that support frequent mass transit and reduce climate impact while strengthening local neighborhoods and the regional economy.

Discussion:

The purpose and scope of the proposed contract between C/CAG and San Mateo County Department of Housing is summarized in the contract recitals as follows:

Whereas, for more than fourteen years C/CAG has taken a leadership role in certain countywide policy matters related to the housing/transportation/land-use nexus, notably including the 1997 Housing Needs Study, 2007 Housing Needs Study, Transit Oriented Development Housing Incentive Program, Transit Corridor Planning Grant program, and more;

Whereas, in 2005, San Mateo County formed the Department of Housing (DoH) to further the emergence of a countywide housing strategy consensus, encourage the development of housing affordable to the full spectrum of households, and strengthen and support related initiatives led by affiliated organizations, notably including C/CAG;

Whereas, in 2006 through 2010, a successful collaboration between C/CAG and DoH (in concert with other able partners) has accomplished the following:

- Secured additional grant funding for C/CAG's Housing Needs Study;
- Developed and distributed a pamphlet and slideshow summarizing C/CAG's Housing Needs Study to 1,000 civic leaders;
- Developed and distributed a policy primer promoting infill, transit-oriented development consistent with C/CAG's Countywide Transportation Plan;
- Developed and distributed a policy primer about the housing implications of the aging of the County's population;
- Organized and administered the successful Sub-Regional Housing Needs Allocation process (SubRHNA), which attracted matching funding from Silicon Valley Community Foundation and won civic leadership awards;
- Represented San Mateo County on Bay Area FOCUS working committees and cooperated in-county to define "priority development areas" in the transportation corridor and support planning grant applications by C/CAG member jurisdictions;
- Conducted the 21 Elements project through which all C/CAG member jurisdictions cooperated to complete the state-mandated update of their respective housing elements.

The parties desire to continue their cooperative efforts through activities outlined in the FY2011-12 Work plan, attached as an exhibit to the proposed contract.

Attachments:

Resolution 11-48

Cooperative Agreement between City/County Associations of Governments and San Mateo County (Department of Housing), including FY2011-12 Work plan (Exhibit A of contract).

Alternatives:

- 1- Review and approval of Resolution 11-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting and staff support services at a net cost to C/CAG of not to exceed \$100,000 for the fiscal year 2011-12 in accordance with the staff recommendation.
- 2- Review and approval of Resolution 11-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting and staff support services at a net cost to C/CAG of not to exceed \$100,000 for the fiscal year 2011-12 in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 11-48

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND THE SAN MATEO COUNTY DEPARTMENT OF HOUSING FOR COOPERATIVE PURSUIT OF HOUSING SOLUTIONS AND TO SHARE COSTS FOR CONSULTING AND STAFF SUPPORT SERVICES AT A NET COST TO C/CAG OF NOT TO EXCEED \$100,000 FOR THE FISCAL YEAR 2011-12

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

WHEREAS, C/CAG has developed the Countywide Transportation Plan that also encourages linking land-use and transportation; and

WHEREAS, The C/CAG Board has requested that the Staff develop policy options and potential solutions for consideration to try to address the issues identified in the Countywide Housing Needs Study; and

WHEREAS, C/CAG has developed numerous past successful partnerships with the San Mateo County Department of Housing such as: 1- The Countywide Housing Needs Study and 2- Organized and administered the successful Sub-Regional Housing Needs Allocation Process (SubRHNA); and

WHEREAS, C/CAG would like to develop additional partnerships with the San Mateo County Department of Housing;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute an Agreement between C/CAG and the San Mateo County Department of Housing for costs not to exceed \$100,000. The draft agreements are attached hereto and the final agreements will be reviewed and approved by C/CAG Legal Counsel as to form.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

**COOPERATIVE AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND SAN MATEO COUNTY (DEPARTMENT OF HOUSING)**

This Cooperative Agreement, effective as of July 1, 2011, is by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the County of San Mateo, by and through its Department of Housing, hereinafter called "DoH".

W I T N E S S E T H

Whereas, for more than fourteen years C/CAG has taken a leadership role in certain countywide policy matters related to the housing/transportation/land-use nexus, notably including the 1997 Housing Needs Study, 2007 Housing Needs Study, Transit Oriented Development Housing Incentive Program, Transit Corridor Planning Grant program, and more;

Whereas, in 2005, San Mateo County formed the Department of Housing (DoH) to further the emergence of a countywide housing strategy consensus, encourage the development of housing affordable to the full spectrum of households, and strengthen and support related initiatives led by affiliated organizations, notably including C/CAG;

Whereas, in 2006 through 2010, a successful collaboration between C/CAG and DoH (in concert with other able partners) has accomplished the following:

- Secured additional grant funding for C/CAG's Housing Needs Study;
- Developed and distributed a pamphlet and slideshow summarizing C/CAG's Housing Needs Study to 1,000 civic leaders;
- Developed and distributed a policy primer promoting infill, transit-oriented development consistent with C/CAG's Countywide Transportation Plan;
- Developed and distributed a policy primer about the housing implications of the aging of the County's population;
- Organized and administered the successful Sub-Regional Housing Needs Allocation process (SubRHNA), which attracted matching funding from Silicon Valley Community Foundation and won civic leadership awards;
- Represented San Mateo County on Bay Area FOCUS working committees and cooperated in-county to define "priority development areas" in the transportation corridor and support planning grant applications by C/CAG member jurisdictions;
- Conducted the 21 Elements project through which all C/CAG member jurisdictions cooperated to complete the state-mandated update of their respective housing elements;

Whereas, the parties desire to continue their cooperative efforts.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services and Activities.**

A. DoH and C/CAG will continue to closely coordinate activities related to housing policy and planning, and to look for opportunities to further mutual objectives.

B. In particular, DoH and C/CAG will continue to cooperate to accomplish the projects outlined in Exhibit A, attached hereto. DoH and C/CAG may engage in cooperate efforts in other projects by mutual agreement. Specific project scopes shall be defined and agreed upon by C/CAG Executive Director and DoH Director.

2. **Payments.**

C/CAG and DoH will share, on a 50/50 basis, staff costs including salary and benefits and other direct costs (e.g., consulting contracts) of cooperative joint projects that they may mutually agree to, at a cost to C/CAG not to exceed \$100,000 for fiscal year 2011-12.

3. **Relationship of the Parties.**

The parties will cooperate and undertake activities in their mutual interest, but it is understood and agreed that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractors.

4. **Contract Term.** This Cooperative Agreement shall be in effect as of July 1, 2011 and shall terminate on June 30, 2012. The parties may extend, renew or amend the terms hereof, by mutual agreement in writing.

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this Cooperative Agreement, effective as of July 1, 2011.

SAN MATEO COUNTY

By: _____ Date _____
Duane Bay
Director, San Mateo County Department of Housing

By: _____ Date _____
David Boesch
County Manager, County of San Mateo

CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG)

By: _____ Date _____
Bob Grassilli
C/CAG Chairperson

C/CAG Legal Counsel (Approved as to Form)

By: _____ Date _____
C/CAG Legal Counsel

Exhibit A

Initiative	Project	Tasks
Grand Boulevard Initiative	Working Group Committee	Participate in Working Group Committee, particularly advocating housing production
21 Elements Project	GIS Corridor Mapping	Create and maintain web-based inventory of all housing sites identified in Housing Elements
	Countywide Transportation Plan	Attend meetings and collaborate in regards to policy development in regards to land use element
	Sustainable Communities Strategy	Provide linkage and advocacy to and for C/CAG member jurisdictions and ABAG/MTC processes
	Preparation for next Housing Needs / Element Cycle	<ul style="list-style-type: none"> • Provide leadership and technical assistance to carry the 21 Elements project into next cycle, including designing streamlined process for developing and gaining State approval of common sections to housing elements • Convene subregion and conduct subregional allocation process
Countywide Housing Strategy / Housing Solutions Network	Rationalization / Streamlining of Housing Services Countywide	<ul style="list-style-type: none"> • Coordinate various inter-related efforts (see separate cluster), especially as included in various jurisdictions' housing elements • Convene countywide, multi-jxn dialog process on coordination /cooperation /consolidation of homebuyer assistance programs • Convene countywide, multi-jxn dialog process on coordination /cooperation /consolidation of housing rehab programs
	Publish Strategy Documents	<ul style="list-style-type: none"> • Staff Countywide Housing Strategy Advisory Committee (quarterly) • Update Strategy Statement (annually) • Update Partners' Research / Accomplishments (annually)
HEART	Dedicated Revenue Source for Affordable Housing	<ul style="list-style-type: none"> • Participate in creating a dedicated revenue source for affordable housing, working with legislative staffs of HEART, C/CAG and County • Advance discussion of pooling municipal housing funds pursuant to AB 1206 and other scenarios
Health Department Collaborations	Health and the Built Environment	<ul style="list-style-type: none"> • Participate in Working Group Committee • Provide Technical Assistance when appropriate

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and approval of the C/CAG response to the Metropolitan Transportation Commissions OneBayArea Grant - Cycle 2 proposal

(For further information contact Jean Higaki at 599-1562)

RECOMMENDATION

That the C/CAG Board Review and approve of the C/CAG response to the Metropolitan Transportation Commissions OneBayArea Grant - Cycle 2 proposal.

FISCAL IMPACT

None

SOURCE OF FUNDS

Not applicable

BACKGROUND/DISCUSSION

On July 8, 2011 the Metropolitan Transportation Commission (MTC) staff released their "OneBayArea Grant" proposal to the joint MTC Planning Committee and Association of Bay Area Governments (ABAG) Administrative Committee for public review and discussion.

In the attached proposal, MTC staff introduces an alternative to the current Cycle 2 framework that integrates the region's federal transportation program with land-use and housing policies by providing incentives for the production of housing with supportive transportation investments.

Some highlights include:

- Use a distribution formula to distribute funds to each county based on population, Regional Housing Needs Allocation (RHNA), and actual housing production.
- Require that at least 70% of the funding in each County be spent on project in the Priority Development Areas (PDA).
- Require local agencies to have at least two out of four "Supportive Local Transportation

ITEM 5.12

and Land-Use Policies” to be eligible for funding. See attached MTC/ABAG OneBayArea Grant Proposal Memorandum page 4, “Performance and Accountability.”

- Require local agencies to have a California Department of Housing and Community Development (HCD)-approved housing element, consistent with RHN/SB375 law, to be eligible for funding.

In December 2009, MTC adopted a framework directing how STP and CMAQ funds were to be distributed over the following six years (2010-2015). The framework committed funds to projects and programs under a “CMA Block Grant” in first three years (Cycle 1) and provided policy direction for the second three years (Cycle 2).

On February 11, 2010 C/CAG Board adopted the framework used to program the Cycle 1 STP and CMAQ “CMA Block Grant” programs which included Local Streets and Roads (LS&R), Regional Bike Program (RBP), and Transportation for Livable Communities (TLC). The LS&R framework, included a fund distribution “Scenario B” (attached), if a Federal Stimulus II did not materialize. Scenario B combined Cycle 1 and anticipated Cycle 2 funds for LS&R. This proposal was submitted to MTC on May 14, 2010.

Because the C/CAG approved LS&R Program included an assumption of Cycle 2 funds, C/CAG staff intends to pursue a commitment from MTC to allow for implementation of the “Scenario B” framework.

ATTACHMENTS

1. Draft August 12, 2011 Letter from C/CAG to MTC commenting on the OneBayArea Grant Proposal
2. OneBayArea Grant Proposal Memorandum
3. Table 2 - Scenario B spreadsheet from the C/CAG approved funding allocation for LS&R

C/CAG
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park • Millbrae
Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

August 12, 2011

Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607

Attention: Steve Heminger, Executive Director

Subject: One Bay Area Grant Proposal

Dear Mr. Heminger;

I appreciate the opportunity to review and provide input to your initial release of the OneBayArea Grant proposal dated July 8, 2011. I wanted to share some additional thoughts and suggestions regarding the One Bay Area Grant Proposal.

While I appreciate the deletion of hard limits between programs as per Cycle 1, I still have major concerns about the 70% requirement of funds spent in a PDA. I would reiterate that it is important to stay focused on the policy you want implemented and not be distracted by too many specific project details.

With this in mind, I would like to propose the following changes to your proposal with supporting arguments:

1. I would propose that Local Streets and Roads (LS&R) funding be exempt from the 70% minimum requirement.
 - MTC should honor its “Fix It First” principle. Applying the 70% PDA rule to the LS&R fund would undo the “Fix It First” principle as relatively few federal aid eligible roads are located in a PDA. Most roads that are located in the PDA are either under state jurisdiction or are already well maintained. Forcing percentage of work in the PDA will only lead to rework on already well performing roads while letting the rest of the system deteriorate to a point of requiring very expensive repairs. Local agencies are in the best position to determine where roadway maintenance funds should be focused in their jurisdictions.
 - The C/CAG Board adopted a funding commitment for Local Streets and Roads in February 2010 that included both Cycle 1 and Cycle 2 funds for Local Streets and Roads program. Most of the road projects funded under Cycle 1 were in

jurisdictions with PDA's. However, Cycle 2 commitments were made to many (8 out of 14 jurisdictions) without PDAs. This C/CAG Board decision was reported to MTC on April 1, 2010. C/CAG must follow through with those commitments made for Cycle 2 funding.

2. The "Priority Development Area (PDA) Minimum Section", under the "Distribution Formula for the OneBayArea Grant," should be revised as follows (additions in *italics*, deletions in ~~strikethrough~~):

2. Priority Development Area(PDA) Minimum Range: Require ~~that at least 70% a range of 50%-75%~~ of funding be spent on projects in *support of* Priority Development Areas....

- Regarding the Regional Bicycle program (RBP), Transportation for Livable Communities (TLC) program, and Safe Routes to School (SR2S), there are few route segment that can be located completely in the footprint of a PDA. If MTC's real objective is to encourage the use of alternative modes of transportation it would be more productive to allow for projects that support PDAs as well as alternative transportation to and from employment areas or other transit systems. Improvements such as pedestrian and bike improvements are not really useful nor utilized if it is limited to the housing development areas and cannot connect people to work or to key destinations.
- Although we can strive to meet 70% of projects in a PDA, it is very unlikely that our jurisdictions will be able to produce enough projects in PDAs to utilize the available funds in the time frame required. Often projects located in a PDA, by the nature of the location and type of project, require long timeframes to develop and deliver, and do not fit well with the typical two year funding cycle timeframes.

3. The "Supportive Local Transportation and Land-Use Policies", under "Performance and Accountability," should be revised as follows (additions in *italics*, deletions in ~~strikethrough~~):

Supportive Local Transportation and Land-Use Policies: Staff recommends that local agencies be required to ~~have at least two~~ *report on the adoption status* of the following four policies ~~adopted in order to be eligible for~~ *that have been accomplished as a result of the Cycle 2 grant funds:...*

4. The "Approved Housing Element", under "Performance and Accountability," should be revised as follows (additions in *italics*, deletions in ~~strikethrough~~):

Approved Housing Element: ~~Any Also, a HCD approved housing element consistent with RHNA/SB375 law is a proposed condition for any jurisdiction receiving Cycle 2 OneBayArea grants~~ *must submit a report regarding the status of the adoption of one of the following:...*

- I believe that the Performance and Accountability should remain a performance and accountability and not an eligibility requirement.
- It is acceptable to request that local jurisdictions adopt bicycle/ pedestrian and complete streets policies but it should not be specified to be as part of a “general plan” which is generally not revised for many years and entails a very long process to modify. The intent is that a jurisdiction is in the process of adopting multimodal supporting policies.

Your consideration of these comments in developing One Bay Area Grant is appreciated. If there are any questions please contact Richard Napier at 650 599-1420.

Sincerely,

Richard Napier
Executive Director
City/ County Association of Governments

BayArea Plan

TO: MTC Planning Committee /
ABAG Administrative Committee

DATE: July 8, 2011

FR: Deputy Executive Director, Policy, MTC
Executive Director, ABAG

RE: OneBayArea Grant — Cycle 2 STP/CMAQ Funding

Staff recommends the initial release of the OneBayArea Grant proposal as outlined in this memorandum for public review and discussion.

Federal Transportation Funding and Program Policies (Attachment A)

Approximately every six years, U.S. Congress enacts a surface transportation act. The current act (SAFETEA) originally scheduled to expire on September 30, 2009 is still in effect through several legislative extensions. The funding provided to our area through this legislation includes Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funds.

In December 2009 the Commission adopted an overall framework directing how approximately \$1.4 billion in STP and CMAQ funds were to be allocated over the following six years (2010-2015). The first three years (Cycle 1) of this period were committed to projects and programs and the overall framework provided policy direction for the second three years (Cycle 2).

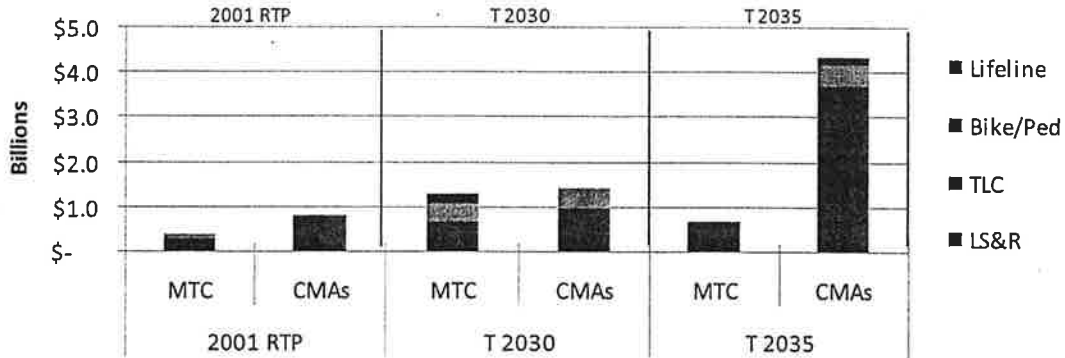
Staff proposes an alternative to the current Cycle 2 framework that better integrates the region's federal transportation program with land-use and housing policies by providing incentives for the production of housing with supportive transportation investments. Attachment A summarizes this framework and proposal for Cycle 2.

OneBayArea Grant Program

As shown in the chart below, over time the county congestion management agencies (CMAs) have been given increased responsibility for project selection for an increasing share of funding coming to the region.

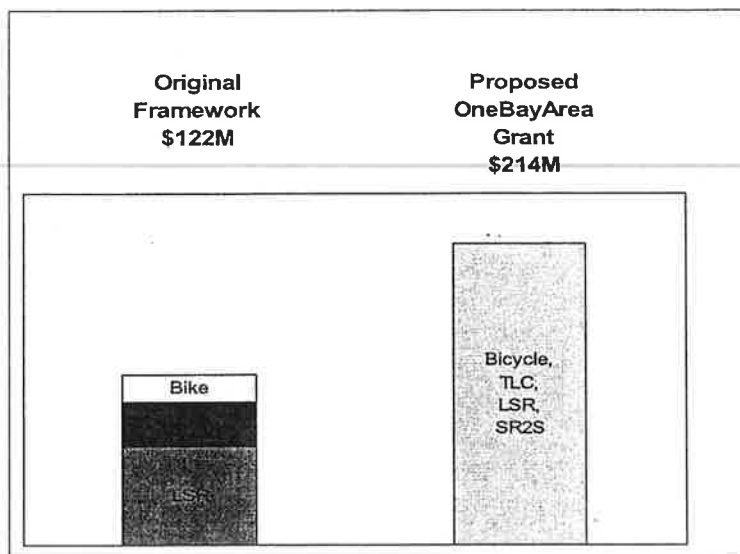
Program and Project Selection Evolves over Past Two Decades

Past Long Range Plan Discretionary Funding Assignments



For Cycle 2, staff proposes to continue this trend by shifting a larger portion of discretionary federal funding to local jurisdictions for taking on a larger share of the region's housing production. Further, additional flexibility is proposed for CMAs to address their respective transportation needs. Specifically, the proposal would:

- **Shift more Funding to Locally Managed OneBayArea Grant Program:** Dedicate \$214 million or roughly 40% of the Cycle 2 funding program to a new OneBayArea Grant. The funding for the OneBayArea Grant is the result of merging many of the programs in the Cycle 2 framework into a single flexible grant program and is roughly a 70% increase in the funding distributed to the counties as compared to the Cycle 2 framework adopted by the Commission. By comparison, the status quo approach for Cycle 2 would result in 22% going to County Congestion Management Agency (CMA) programs down from 30% in Cycle 1
- **Add Flexibility by Eliminating Program Categories:** The One Bay Grant proposal provides additional flexibility under Cycle 2 by eliminating required program categories and combining funding for TLC, Bicycle, Local Streets and Roads Rehabilitation, and Safe Routes to School. See figure illustrating this change on the following page. Project selection will be limited to a degree by the project eligibility limitations of CMAQ which will make up approximately half of the funds that each county will receive.



- Leverage Outside Funds to Grow Program and Meet More Objectives: Additional opportunities could be sought through other regional programs, other non-federal sources for affordable housing, and other local funds to augment program objectives. As a start, the Air District proposes \$6 million from its Regional Transportation for Clean Air (TFCA) Program. TFCA eligibility considerations will be guiding the use of these funds in the overall program.
- Continue Key Regional Programs: The remaining funding is targeted to continue regional programs such as Regional Operations, Freeway Performance Initiative, and Transit Capital Rehabilitation. Refer to Attachment A-2 for a description of these regional programs.
- Establish a Priority Conservation Area Planning Program: This new \$2 million program element will provide financial incentives for counties with populations under 500,000 for preservation of resource area and farmland, as defined in California Government Code Section 65080.01.

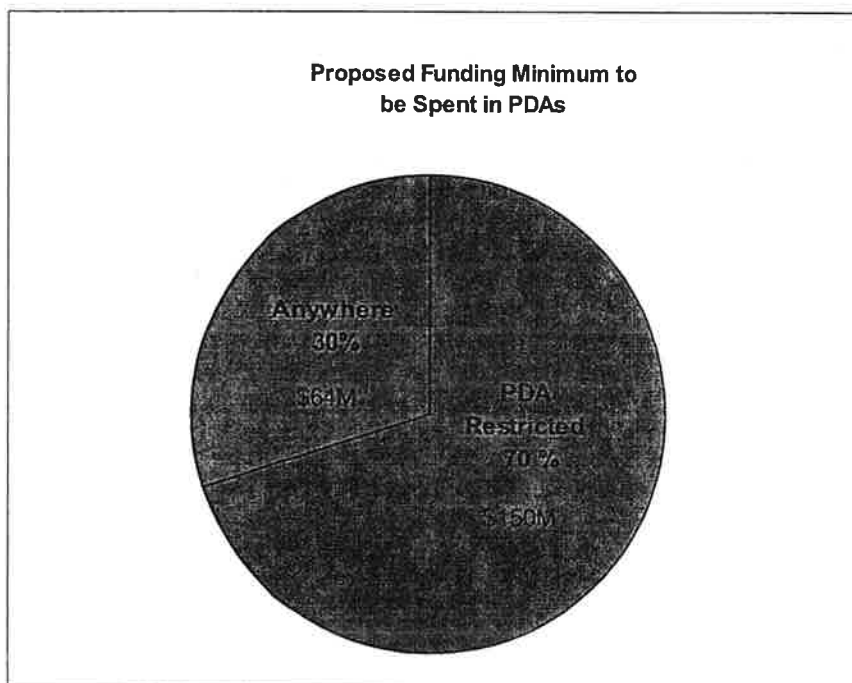
Distribution Formula for the OneBayArea Grant (Attachments B, C, D)

Staff proposes a distribution formula for OneBayArea Grant funding (Attachment B) that includes housing incentives to support the SCS and promote effective transportation investments that support focused development. In order to ease the transition to this new funding approach, staff is also recommending a 50% population share factor in the formula:

1. Formula to Counties: The proposed distribution formula to the counties includes three components: 50% population, 25% Regional Housing Needs Allocation (RHNA) for 2007-2014, and 25% actual housing production. This approach provides incentives for both future housing commitments and actual housing production. The fund distribution will be refined using the new RHNA to be adopted by ABAG next spring along with the SCS. The new RHNA being developed, which covers years 2015-2022, places a greater emphasis on city centered growth. As a result, refinements are likely to result in modest

revisions to the funding distribution consistent with these revised development patterns. The proposed OneBayArea Grant formula also uses actual housing data from 1999-2006, and has been capped such that each jurisdiction receives credit for housing up to its RHNA allocation. Subsequent funding cycles would rely on housing production from ABAG's next housing report to be published in 2013.

2. **Priority Development Area (PDA) Minimum:** Require that at least 70% of funding be spent on projects in Priority Development Areas (planned, potential and growth opportunity areas). Growth opportunity areas are tentatively considered as PDAs until ABAG completes final PDA designations next fall. See Attachment C for PDA program minimums for each county and Attachment D for a map and a list of the PDAs.



The OneBayArea Grant supports Priority Development Areas while providing flexibility to fund transportation needs in other areas.

Performance and Accountability

As noted at the outset, housing allocation according to RHNA and housing production will be the primary metric for distributing the OneBayArea Grant funding. In addition, staff recommends the following performance and accountability requirements.

1. **Supportive Local Transportation and Land-Use Policies:** Staff recommends that local agencies be required to have at least two of the following four policies adopted in order to be eligible for grant funds:
 - a) Parking/pricing policies (e.g. cash out, peak pricing, on-street/off street pricing differentials, eliminate parking minimums, unbundled parking) and adopted city and/or countywide employer trip reduction ordinances
 - b) Adopted Community Risk Reduction Plans (CRRP) per CEQA guidelines
 - c) Have affordable housing policies in place or policies that ensure that new development projects do not displace low income housing

d) Adopted bicycle/pedestrian plan and complete streets policy in general plans pursuant to Complete Streets Act of 2008

2. Approved Housing Element: Also, a HCD-approved housing element consistent with RHNA/SB375 law is a proposed condition for any jurisdiction receiving Cycle 2 OneBayArea grants. This may be met as follows: 1) adoption of a housing element that meets the current RHNA before the new RHNA is adopted, or 2) the adoption of a housing element that meets the new RHNA after its approval early in 2012. Jurisdictions have 18 months after the adoption of the SCS to meet the new RHNA; therefore, compliance is expected and required by September 2014. Any jurisdiction failing to meet either one of these deadlines will not be allowed to receive grant funding. Lastly any jurisdiction without adopted housing elements addressing the new RHNA by September 2014 will be ineligible to receive any funding after Cycle 2 until they have adopted a housing element.

Implementation Issues

Below are issues to be addressed as we further develop the OneBayArea Grant concept:

1. Federal Authorization Uncertainty: We will need to closely monitor development of the new federal surface transportation authorization. New federal programs, their eligibility rules, and how money is distributed could potentially impact the implementation of the OneBayArea Grant Program as proposed.
2. Revenue Estimates: Staff assumes a steady but modest nominal revenue growth rate of 4% annually. Given the mood of Congress to downsize federal programs, these estimates are potentially overly optimistic if there are significant reductions in STP / CMAQ apportionments over the Cycle 2 time period. Staff recommends continuing to move forward with the conservative revenue assumptions and make adjustments later if needed.

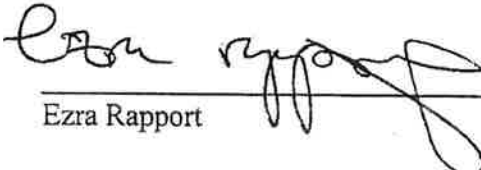
Preliminary Timeline and Next Steps

Staff recommends the Committees release the OneBayArea Grant proposal for public review. Staff will seek feedback from stakeholder and technical working groups over the next several months. The preliminary timeline for development and approval of the OneBay Area Grant is shown on the next page.

July – Sept. 2011	<ul style="list-style-type: none"> ▪ The Joint MTC Planning Committee / ABAG Administrative Committee release of OneBay Area Grant proposal for public review ▪ <i>ABAG releases preliminary draft concepts for RHNA methodology</i> ▪ Working Group Discussions of Cycle 2/OneBay Area Grant approach
Fall 2011	<ul style="list-style-type: none"> ▪ Follow-up Committee Presentation of OneBayArea Grant and Cycle 2 approach ▪ <i>ABAG releases draft RHNA methodology</i>
December 2011	<ul style="list-style-type: none"> ▪ <i>Adoption of Cycle 2 approach based on draft RHNA methodology</i> ▪ <i>MTC/ABAG releases draft Preferred SCS</i> ▪ Commission adoption of Cycle 2 funding commitments for MTC Regional Programs
February 2012	<ul style="list-style-type: none"> ▪ <i>MTC/ABAG approves draft preferred SCS</i>
March 2012	<ul style="list-style-type: none"> ▪ Commission adoption of Cycle 2/OneBay Area Grant with Final RHNA
April 2012 – Feb. 2013	<ul style="list-style-type: none"> ▪ CMA Project Selection Process
April 2013	<ul style="list-style-type: none"> ▪ Final SCS adopted



 Ann Flemer



 Ezra Rapport

Attachments

OneBayArea Grant Proposal

New Act STP / CMAQ Cycle 2 Draft Funding Proposal June 22, 2011

(amounts in millions \$)

Funding Available: Cycle 1: \$466M (after \$54M Carryover) Cycle 2: \$548M Air District: \$6M	Existing Framework				Cycle 2 One Bay Area		Cycle 2 Total
	Cycle 1		Cycle 2 Status Quo		MTC	One Bay Area Grant	
	MTC	CMA Block Grant	MTC	CMA Grant			
1 Regional Planning *	23		26		5	21	26
2 Regional Operations	84	0	74	0	74	0	74
3 Freeway Performance Initiative (FPI)	51	0	66	0	66	0	66
4 Transit Capital Rehabilitation *	0	0	125	0	125	0	125
5 Local Streets and Roads Rehabilitation*	6	94	7	70	3	74	77
6 Climate Initiatives *	80		40		25	15	40
7 Regional Bicycle Program *	0	20	0	20	0	20	20
8 Transportation for Livable Communities (TLC) *	51	28	64	32	15	85	102
9 Transportation Oriented Development (TOD) Fund	10	0	0	0	2		
10 Priority Conservation Area Planning Pilot					25	0	25
11 MTC Res 3814 Transit Payback Commitment	6	0	25	0			
Total	324	142	426	122	340	214	554
	70%	30%	78%	22%	61%	39%	

Grant Totals:	Cycle 1 Block Grant		Cycle 2 Status Quo		Cycle 2 One Bay Area	
		142	30%	122	22%	214

J:\PROJECT\Funding\T4 - New Act\T4 - STP-CMAQ\T4 Cycle Programming\T4 Second Cycle\Cycle 2 Policy Dev\One Bay Area Grant\Cycle2 Develop tables.xls\Program Funding 6-22-11

* Air District funding of \$6 million adds capacity to support OneBay Area Grant.

1) Regional Planning:

\$21M (\$7M per year) for CMA Planning to be distributed to CMAs through OneBayArea Grant.

4) Transit Capital Rehabilitation:

100% Transit Rehab assigned as Regional Transit Rehabilitation, as Transit is network based and regional

5) Local Streets and Roads Rehabilitation

\$3M for a scaled back PTAP program

6) Climate Initiative:

\$5M for SFGo in Regional. Eastern Solano CMAQ to Solano TA part of OneBayArea Grant.

7) Regional Bicycle Program:

\$20M as CMAQ rather than TE as originally proposed in Framework

8) Transportation for Livable Communities (TLC)

TLC program eliminated - All TLC funds to OneBayArea grant

Attachment A-2: Regional Programs

Regional Planning to support planning activities in the region carried out by the Association of Bay Area Governments (ABAG), the San Francisco Bay Area Conservation and Development commission (BCDC), and MTC. CMAs would access their OneBayArea grant to fund planning activities.

Regional Operations: This program includes Clipper, 511, Incident Management and a scaled-back Pavement Technical Assistance Program (PTAP).

Freeway Performance Initiative This program emphasizes the delivery of ramp metering projects on the State Highway System throughout the Bay Area to gain the most efficiency out of the existing highway network.

Priority Conservation Area Planning: Staff is recommending a new pilot for the development priority conservation area (PCA) plans for counties with populations under 500,000 to ameliorate outward development expansion and maintain their rural character.

Transportation for the Livable Communities (TLC) and the Affordable Transportation Oriented Development (TOD) Housing Fund: The bulk of the TLC Program's funding will shift to the OneBayArea Grant. The remaining funds under MTC's management are proposed to continue station area planning and/or CEQA assistance to PDAs and support additional investments in affordable housing.

Climate Initiatives: The objective of the Climate Initiatives Program launched in Cycle 1 was to make short-term investments that reduce transportation-related emissions and vehicle miles traveled, and encourage the use of cleaner fuels. Through the innovative projects selected and evaluation process, the region is building its knowledge base for the most effective Bay Area strategies for the Sustainable Communities Strategy and next long-range plan. The proposed funding for the Cycle 2 Climate Initiative Program would allow some continuation of these efforts at the regional level and protect a prior commitment to the SFGo project.

Transit Capital Rehabilitation: The Commission deferred transit rehabilitation needs from Cycle 1 to Cycle 2 in order to allow more immediate delivery of some of the other programs. The program objective, as in the past, is to assist transit operators to fund major fleet replacements, fixed guideway rehabilitation and other high-scoring capital needs that cannot be accommodated within the FTA Transit Capital Priorities program.

MTC Resolution 3814 Transit Payback Commitment: Consistent with the Cycle 2 framework, MTC is proposing to program \$25 million to Lifeline, small operators, and SamTrans right-of-way settlement to partially address a commitment originally envisioned to be met with state spillover funds.

**Attachment B
PROPOSAL**

**OneBayArea Grant Distribution Formula
Cycle 2 (FYs 2013, 2014, 2015)**

County	50%-25%-25% (Pop. RHNA - Housing Production Capped)	Status Quo Grant Program
Alameda	\$43.0	\$25.4
Contra Costa	\$31.9	\$16.6
Marin	\$6.4	\$5.0
Napa	\$4.2	\$2.9
San Francisco	\$25.0	\$11.8
San Mateo	\$17.4	\$11.1
Santa Clara	\$56.1	\$28.1
Solano	\$14.0	\$9.0
Sonoma	\$16.0	\$12.3
Bay Area Total	\$214.0	\$122.1

Difference From Status Quo Grant Program

County	50%-25%-25% (Pop. RHNA - Housing Production Capped)	Status Quo Grant Program
Alameda	\$17.7	-
Contra Costa	\$15.3	-
Marin	\$1.5	-
Napa	\$1.3	-
San Francisco	\$13.2	-
San Mateo	\$6.3	-
Santa Clara	\$28.0	-
Solano	\$5.0	-
Sonoma	\$3.7	-
Bay Area Total	\$91.9	-

% Change From Status Quo Grant Program

County	50%-25%-25% (Pop. RHNA - Housing Production Capped)	Status Quo Grant Program
Alameda	70%	-
Contra Costa	92%	-
Marin	29%	-
Napa	45%	-
San Francisco	112%	-
San Mateo	57%	-
Santa Clara	100%	-
Solano	55%	-
Sonoma	30%	-
Bay Area Total	75%	-

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Notes:

Status quo program based on framework for Cycle 2 adopted by the Commission and continuation of Cycle 1 county block grant policies.

RHNA is based on current 2007-2014 targets

Population data from Department of Finance, US Census 2010

Housing production 1999-2006 is capped at 1999-2006 RHNA thresholds

Attachment C

PROPOSAL

PDA Investments for the OneBayArea Grant

50%-25%-25% (Pop.- RHNA - Actual Housing Production Capped) Distribution

Apportionment Area	County Grant Amount	Allocation Areas	
		PDA 70% Minimum	Anywhere in County
Alameda	\$43.0	\$30.1	\$12.9
Contra Costa	\$31.9	\$22.4	\$9.6
Marin	\$6.4	\$4.5	\$1.9
Napa	\$4.2	\$2.9	\$1.3
San Francisco	\$25.0	\$17.5	\$7.5
San Mateo	\$17.4	\$12.2	\$5.2
Santa Clara	\$56.1	\$39.3	\$16.8
Solano	\$14.0	\$9.8	\$4.2
Sonoma	\$16.0	\$11.2	\$4.8
Regional Total	\$214.0	\$149.8	\$64.2

Attachment D: Priority Development Areas

Alameda County

Jursidiction or Area Name	PDA Status
Alameda	
Naval Air Station	Planned/Potential
Northern Waterfront	Growth Opportunity Area
Albany	
San Pablo Avenue & Solano Avenue	Growth Opportunity Area
Berkeley	
Adeline Street	Potential
Downtown	Planned
San Pablo Avenue	Planned
South Shattuck	Planned
Telegraph Avenue	Potential
University Avenue	Planned
Dublin	
Downtown Specific Plan Area	Planned
Town Center	Planned
Transit Center	Planned
Emeryville	
Mixed-Use Core	Planned
Fremont	
Centerville	Planned
City Center	Planned
Irvington District	Planned
Ardenwood Business Park	Growth Opportunity Area
Fremont Boulevard & Warm Springs Boulevard Corridor	Growth Opportunity Area
Fremont Boulevard Decoto Road Crossing	Growth Opportunity Area
South Fremont/Warm Springs	Growth Opportunity Area
Hayward	
Downtown	Planned
South Hayward BART	Planned
South Hayward BART	Planned
The Cannery	Planned
Carlos Bee Quarry	Growth Opportunity Area
Mission Corridor	Growth Opportunity Area
Livermore	
Downtown	Planned
Vasco Road Station Planning Area	Potential
Newark	
Dumbarton Transit Oriented Development	Potential
Old Town Mixed Use Area	Potential
Cedar Boulevard Transit	Growth Opportunity Area
Civic Center Re-Use Transit	Growth Opportunity Area

Oakland

Coliseum BART Station Area	Planned
Downtown & Jack London Square	Planned
Eastmont Town Center	Planned
Fruitvale & Dimond Areas	Planned
MacArthur Transit Village	Planned
Transit Oriented Development Corridors	Potential

West Oakland Planned

Pleasanton

Hacienda	Potential
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San Leandro

Bay Fair BART Transit Village	Potential
Downtown Transit Oriented Development	Planned
East 14th Street	Planned

Union City

Intermodal Station District	Planned
Mission Boulevard	Growth Opportunity Area
Old Alvarado	Growth Opportunity Area

Alameda County Unincorporated

Castro Valley BART	Growth Opportunity Area
East 14th Street and Mission Boulevard Mixed Use Corridor	Growth Opportunity Area

Contra Costa County

Jursidiction or Area Name	PDA Status
Antioch	
Hillcrest eBART Station	Planned
Rivertown Waterfront	Potential
Concord	
Community Reuse Area	Potential
Community Reuse Area	Potential
<i>Downtown BART Station Planning</i>	<i>Growth Opportunity Area</i>
<i>North Concord BART Adjacent</i>	<i>Growth Opportunity Area</i>
<i>West Downtown Planning Area</i>	<i>Growth Opportunity Area</i>
El Cerrito	
San Pablo Avenue Corridor	Planned
Hercules	
Central Hercules	Planned
Waterfront District	Planned
Lafayette	
Downtown	Planned
Martinez	
Downtown	Planned
Moraga	
Moraga Center	Potential
Oakley	
Downtown	Potential
Employment Area	Potential
Potential Planning Area	Potential
Orinda	
Downtown	Potential
Pinole	
Appian Way Corridor	Potential
Old Town	Potential
Pittsburg	
Downtown	Planned
Pittsburg/Bay Point BART Station	Planned
Railroad Avenue eBART Station	Planned
Pleasant Hill	
Buskirk Avenue Corridor	Potential
Diablo Valley College	Potential
Richmond	
Central Richmond	Planned
South Richmond	Planned
<i>23rd Street</i>	<i>Growth Opportunity Area</i>
<i>San Pablo Avenue Corridor</i>	<i>Growth Opportunity Area</i>
San Ramon	
City Center	Planned
North Camino Ramon	Potential

Walnut Creek

Walnut Creek: West Downtown

Planned

Contra Costa County Unincorporated

Contra Costa Centre

Planned

Downtown El Sobrante

Potential

North Richmond

Potential

Pittsburg/Bay Point BART Station

Planned

West Contra Costa Transportation Advisory Committee: San Pablo Avenue
Corridor

Planned/Potential

Marin County

Jursidiction or Area Name	PDA Status
San Rafael	
Civic Center/North Rafael Town Center	Planned
Downtown	Planned
Marin County Unincorporated	
Urbanized 101 Corridor	Potential
San Quentin	Growth Opportunity Area

Napa County

Jursidiction or Area Name	PDA Status
American Canyon	
Highway 29 Corridor	Potential

San Francisco County

Jursidiction or Area Name	PDA Status
San Francisco	
19th Avenue	Potential
Balboa Park	Planned
Bayview/Hunters Point Shipyard/Candlestick Point	Planned
Downtown-Van Ness-Geary	Planned
Eastern Neighborhoods	Planned
Market & Octavia	Planned
Mission Bay	Planned
Mission-San Jose Corridor	Planned
Port of San Francisco	Planned
San Francisco/San Mateo Bi-County Area (with City of Brisbane)	Planned
Transbay Terminal	Planned
Treasure Island	Planned
Citywide	Growth Opportunity Area

San Mateo County

Jurisdiction or Area Name	PDA Status
Brisbane	
San Francisco/San Mateo Bi-County Area (with San Francisco)	Potential
Burlingame	
Burlingame El Camino Real	Planned
Daly City	
Bayshore	Potential
Mission Boulevard	Potential
Citywide	
East Palo Alto	
Ravenswood	Potential
Woodland/Willow Neighborhood	
Menlo Park	
El Camino Real Corridor and Downtown	Planned
Millbrae	
Transit Station Area	Planned
Redwood City	
Downtown	Planned
Broadway	Growth Opportunity Area
Middlefield	Growth Opportunity Area
Mixed Use Waterfront	Growth Opportunity Area
Veterans Corridor	Growth Opportunity Area
San Bruno	
Transit Corridors	Planned
San Carlos	
Railroad Corridor	Planned
San Mateo	
Downtown	Planned
El Camino Real	Planned
Rail Corridor	Planned
South San Francisco	
Downtown	Planned
Lindenville Transit Neighborhood	Growth Opportunity Area
CCAG of San Mateo County: El Camino Real	Planned/Potential

Santa Clara County

Jursidiction or Area Name

PDA Status

Cambell

Central Redevelopment Area

Planned

Winchester Boulevard Master Plan

Growth Opportunity Area

Gilroy

Downtown

Planned

Los Altos

El Camino Real Corridor

Growth Opportunity Area

Milpitas

Transit Area

Planned

Hammond Transit Neighborhood

Growth Opportunity Area

McCandless Transit Neighborhood

Growth Opportunity Area

McCarthy Ranch Employment Center

Growth Opportunity Area

Midtown Mixed-Use Corridor

Growth Opportunity Area

Serra Center Mixed-Use Corridor

Growth Opportunity Area

Tasman Employment Center

Growth Opportunity Area

Town Center Mixed-Use Corridor

Growth Opportunity Area

Yosemite Employment Center

Growth Opportunity Area

Morgan Hill

Morgan Hill: Downtown

Planned

Mountain View

Whisman Station

Potential

Downtown

Growth Opportunity Area

East Whisman

Growth Opportunity Area

El Camino Real Corridor

Growth Opportunity Area

Moffett Field/NASA Ames

Growth Opportunity Area

North Bayshore

Growth Opportunity Area

San Antonio Center

Growth Opportunity Area

Palo Alto

Palo Alto: California Avenue

Planned

Palo Alto: El Camino Real Corridor

Growth Opportunity Area

Palo Alto: University Avenue/Downtown

Growth Opportunity Area

San Jose

Berryessa Station

Planned

Communications Hill

Planned

Cottle Transit Village

Planned

Downtown "Frame"

Planned

East Santa Clara/Alum Rock Corridor

Planned

Greater Downtown

Planned

North San Jose

Planned

West San Carlos and Southwest Expressway Corridors

Planned

Bascom TOD Corridor

Growth Opportunity Area

Bascom Urban Village

Growth Opportunity Area

Blossom Hill/Snell Urban Village

Growth Opportunity Area

Camden Urban Village

Growth Opportunity Area

Capitol Corridor Urban Villages

Growth Opportunity Area

<i>Capitol/Tully/King Urban Villages</i>	<i>Growth Opportunity Area</i>
<i>Oakridge/Almaden Plaza Urban Village</i>	<i>Growth Opportunity Area</i>
<i>Saratoga TOD Corridor</i>	<i>Growth Opportunity Area</i>
<i>Stevens Creek TOD Corridor</i>	<i>Growth Opportunity Area</i>
<i>Westgate/El Paseo Urban Village</i>	<i>Growth Opportunity Area</i>
<i>Winchester Boulevard TOD Corridor</i>	<i>Growth Opportunity Area</i>
Santa Clara	
<i>Central Expressway Focus Area</i>	<i>Growth Opportunity Area</i>
<i>El Camino Real Focus Area</i>	<i>Growth Opportunity Area</i>
<i>Great America Parkway Focus Area</i>	<i>Growth Opportunity Area</i>
<i>Lawrence Station Focus Area</i>	<i>Growth Opportunity Area</i>
<i>Santa Clara Station Focus Area</i>	<i>Growth Opportunity Area</i>
<i>Tasman East Focus Area</i>	<i>Growth Opportunity Area</i>
Sunnyvale	
<i>Downtown & Caltrain Station</i>	<i>Planned</i>
<i>El Camino Real Corridor</i>	<i>Planned</i>
<i>Lawrence Station Transit Village</i>	<i>Potential</i>
<i>East Sunnyvale ITR</i>	<i>Growth Opportunity Area</i>
<i>Moffett Park</i>	<i>Growth Opportunity Area</i>
<i>Peery Park</i>	<i>Growth Opportunity Area</i>
<i>Reamwood Light Rail Station</i>	<i>Growth Opportunity Area</i>
<i>Tasman Station ITR</i>	<i>Growth Opportunity Area</i>
<i>VTA Cores, Corridors, and Station Areas (estimate)</i>	<i>Potential</i>

Solano County

Jursidiction or Area Name

PDA Status

Benicia

Downtown

Planned

Northern Gateway

Growth Opportunity Area

Dixon

Fairfield

Downtown South (Jefferson Street)

Planned

Fairfield-Vacaville Train Station

Potential

North Texas Street Core

Potential

West Texas Street Gateway

Planned

Rio Vista

Suisun City

Downtown & Waterfront

Planned

Vacaville

Allison Area

Planned

Downtown

Planned

Vallejo

Waterfront & Downtown

Planned

Solano County Unincorporated

Sonoma County

Jursidiction or Area Name	PDA Status
Cloverdale	
Downtown/SMART Transit Area	Planned
Cotati	
Downtown and Cotati Depot	Planned
Healdsburg	
Petaluma	
Central, Turning Basin/Lower Reach	Planned
Rohnert Park	
Sonoma Mountain Village	Potential
Santa Rosa	
Downtown Station Area	Planned
Mendocino Avenue/Santa Rosa Avenue Corridor	Potential
Sebastopol Road Corridor	Planned/Potential
North Santa Rosa Station	Growth Opportunity Area
Sebastopol	
Nexus Area	Potential
Sonoma	
Windsor	
Redevelopment Area	Planned
Sonoma County Unincorporated	
8th Street East Industrial Area	Growth Opportunity Area
Airport/Larkfield Urban Service Area	Growth Opportunity Area
Penngrove Urban Service Area	Growth Opportunity Area
The Springs	Growth Opportunity Area

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 Provided by ABAG 6/6/2011

**Table 2
Part of Scenario B**

Combine Cycles 1 & 2 funds for LS&R				
Cycle 1: Total Available: \$6,564,000				
Cycle 2: Total Estimated: \$6,000,000. Exact final allocation for each jurisdiction in Cycle 2 will be adjusted pro rata based on final countywide allocation.				
CITY / COUNTY	Measure A	Jurisdiction's Total Share	Cycle 1 Federal Grant	Cycle 2 Federal Grant
			FY 2010/11 FY 2011/12	FY 2012/13 FY 2013/14 FY 2014/15
SM County	13.02%	\$1,635,833	\$1,335,833	\$300,000
San Mateo	11.80%	\$1,482,552	\$1,182,552	\$300,000
Daly City	10.30%	\$1,294,092	\$994,092	\$300,000
Redwood City	9.45%	\$1,187,298	\$887,298	\$300,000
South SF	7.68%	\$964,915	\$664,915	\$300,000
Pacifica	5.18%	\$650,815	\$350,815	\$300,000
San Bruno	5.10%	\$640,764	\$340,764	\$300,000
Menlo Park	4.82%	\$605,585	\$305,585	\$300,000
San Carlos	4.32%	\$542,765	\$242,765	\$300,000
Burlingame	4.23%	\$531,457	\$231,457	\$300,000
Belmont	3.52%	\$442,253		\$442,253
Foster City	3.34%	\$419,638		\$419,638
East Palo Alto	3.28%	\$412,099		\$412,099
Hillsborough	3.01%	\$378,176		\$378,176
Millbrae	2.93%	\$368,125		\$368,125
Atherton	1.89%	\$237,460		\$237,460
Woodside	1.76%	\$221,126		\$221,126
Half Moon Bay	1.61%	\$202,280		\$202,280
Portola Valley	1.48%	\$185,947		\$185,947
Brisbane	0.96%	\$120,614		\$120,614
Colma	0.32%	\$40,205		\$40,205
Total:	100.00%	\$12,564,000	\$6,536,076	\$6,027,924
Agencies above the dash line are working w/ Caltrans on projects that would have been funded by Stimulus II.				

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park
Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco •*

Woodside

DATE: August 11, 2011

TO: C/CAG Board of Directors

From: Richard Napier – C/CAG Executive Director'

Subject: Review and adoption of Resolution 11-49 classifying the various components of fund balance as defined in Governmental Accounting Standards Board (GASB) Statement Number 54.

RECOMMENDATION

That the C/CAG Board adopt the resolution 11-49 classifying the various components of fund balance as defined in Governmental Accounting Standards Board (GASB) Statement Number 54 in accordance with the staff recommendations.

FISCAL IMPLICATIONS

There is no direct fiscal impact of implementing GASB No. 54. The amounts reported as the total fund balance in any given fund are not altered. Only the reporting of the individual components that make up total fund balance will change. Attachment B provides General Fund fund balance at June 30, 2010 under pre-GASB 54 classifications as compared to the post-GASB 54 implementation. These new classifications are required to be used on external formal financial reporting documents, such as the audited Basic Financial Statements.

BACKGROUND

Local Governments, including special districts, are required to implement the new Governmental Accounting Standards Board (GASB) Statement No. 54-*Fund Balance Reporting and Governmental Fund Type Definitions* (GASB 54) for Fiscal Year 2010-2011. Therefore, this staff report is being presented to provide information to the Board Members on the new reporting standard, to formally adopt the definitions of reported fund balances, and to update the C/CAG Financial Policies and Procedures, as necessary. This new standard does not change the total amount of a given fund balance, but substantially alters the categories and terminology used to describe the components that make up a fund balance.

Definitions - The term fund balance is used to describe the difference between assets (what is owned) and liabilities (what is owed) reported within a fund. GASB 54 is designed to establish fund balance classifications that are easier to understand and apply, and its objective is to isolate that portion of fund balance that is *unavailable* to support the following year's budget. GASB 54 eliminates traditional fund balance categories of "Reserved", "Designated" and "Unreserved" that have been used in the past, and replaces them with five new reporting categories which are described below.

ITEM 5.13

Restricted fund balance includes two categories:

- **Nonspendable Fund Balance.** That portion of fund balance that includes amounts that cannot be spent because they are either (a) not in a spendable form, such as inventories, prepaid expenses, land held for resale or loans receivable; or (b) it is legally or contractually required to be maintained in intact, such as the principal of an endowment. This category was traditionally reported as a "reserved" fund balance under the old standard.
- **Restricted Fund Balance.** That portion of a fund balance that reflects constraints placed on the use of resources (other than non-spendable items) that are either (a) externally imposed by creditors (such as through debt covenants), grant providers, or laws/regulations of other governments; or (b) imposed by law constitutional provisions or enabling legislation (i.e., legislation that creates a new revenue source and restricts its use). Effectively, restrictions may be changed or lifted only with the consent of resource providers. This category was traditionally reported as a "reserved" fund balance under the old standard.

Unrestricted fund balance includes three categories in which the CCAG Board and Executive Director have certain discretions:

- **Committed Fund Balance.** That portion of a fund balance that includes amounts that can only be used for specific purposes pursuant to constraints imposed by a formal action of the government's highest level of decision-making authority (CCAG Board). Commitments may be changed or lifted only by the government taking the same formal action that imposed the constraint originally. This category was traditionally reported as a "designated" fund balance under the old standard.
- **Assigned Fund Balance.** That portion of a fund balance that includes amounts that are constrained by the government's intent to be used for specific purposes, but that are neither restricted nor committed. Such intent can be expressed by the governing body, or by an official or body, to which the governing body delegates the authority. The Resolution presented for your approval designates the Executive Director and/or Finance Officer to determine Assigned Fund Balances.

In governmental funds, (other than the General Fund which uses the category Unassigned, as noted below), *assigned fund balance* represents all amounts that are not classified as *restricted* or *committed*. This is because the resources in governmental funds (other than the General Fund) are to be used for the specific purpose of that fund. This category was traditionally reported as a "designated" fund balance under the old standard.

- **Unassigned Fund Balance.** That portion of a fund balance that includes amounts that do not fall into one of the above four categories. Unassigned fund balance is a residual (surplus) classification used for the General Fund only. Unassigned amounts in the General Fund are technically available for any purpose. However, if a governmental fund, other than the General Fund, has a fund balance *deficit*, it will be reported as a negative amount in the unassigned classification in that fund. A surplus will never be reported in a Governmental Fund other than the General Fund; GASB 54 prohibits reporting any excess balances in other funds. Balances must be assigned to a specific purpose in all but the General Fund. This category was traditionally reported as an "undesigned" fund balance under the old standard.

NOTE: Not all Governmental Funds will have all five components of fund balance.

The General Fund Balance categories reported for Fiscal Year 2009-2010, are displayed at Attachment B with a conversion to the new GASB 54 components to provide a comparative presentation of changes from the current reporting methodology to that of GASB 54.

Additional Requirements - In addition to fund balance categories, GASB 54 requires implementation of the following:

GASB 54 clarifies the definition of, and language used to describe, special revenue and capital projects fund types.

- Special revenue funds may only be established around one or more revenue source(s) that is/are restricted or committed to a specific purpose other than capital projects or debt service. C/CAG currently has six special revenues funds, which are all in compliance with GASB 54.
- Capital projects funds were previously described as only to be used to account for the acquisition or construction of major capital facilities. Due to constituent feedback, GASB broadened the definition to encompass capital outlays in general to better capture the breath of capital activities in today's environment. C/CAG currently has no capital projects funds.

Lastly, GASB recommends that the entity's governing body adopt policies specifically related to GASB 54. These policies should address: stabilization fund balance (i.e., contingency amounts), and the sequence *unrestricted* fund balance categories (i.e., committed, assigned, and unassigned) are to be spent.

- Stabilization fund balance is only considered as such if the circumstance or conditions that signal the need for stabilization a) are identified in sufficient detail and b) are not expected to occur routinely. This means that the CCAG Board should adopt policies which address the conditions under which additions to committed fund balance amounts (such as amount set-aside for Emergency/Contingency) are required and the circumstances under which amounts may be used.
- The order in which *unrestricted* resources are to be used when any of these amounts are available for expenditure should be established by the Board. If the agency does not establish a policy, the default approach assumes that *unrestricted* fund balances are expended in the following order: Committed amounts are reduced first, followed by assigned amounts, and then unassigned amounts. Staff does not believe the default approach would be the preference of the CCAG Board, and therefore the financial policies outline that the unassigned amounts will be used before assigned fund balances, and committed amounts are only depleted by specific action of the CCAG Board.

Staff addressed the above issues by proposing modifications to the CCAG Financial Policies and Procedures. These revised Fund Balance policies are at Attachment C.

ATTACHMENTS

- A. Resolution 11-49
- B. FY 2009-10 Fund Balance Reserves with comparison to the NEW GASB 54 model
- C. Excerpts from CCAG Financial Policies and Procedures (includes proposed revisions)

Attachment A – Resolution 11-49

RESOLUTION NO. 11- 49

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) OF SAN MATEO COUNTY CLASSIFYING THE VARIOUS COMPONENTS OF FUND BALANCE AS DEFINED IN GOVERNMENTAL ACCOUNTING STANDARDS BOARD (GASB) STATEMENT NO. 54

WHEREAS, the C/CAG Board of Directors hereby finds and declares that the Governmental Accounting Standards Board (GASB) has issued Statement No. 54 entitled "Fund Balance Reporting and Governmental Fund Type Definitions"; and

WHEREAS, the C/CAG Board of Directors desires to classify the various components of fund balance reported by C/CAG as defined in GASB No. 54.

THEREFORE BE IT RESOLVED NOW by the Board of Directors of the City/County Association of Governments (C/CAG) of San Mateo County that the C/CAG Financial Policies and Procedures be updated and approved to include the fund balance definitions and policy recommendations outlined in GASB Statement No. 54 effective with the start of Fiscal Year 2011-2012; and

THEREFORE BE IT FURTHER RESOLVED that the Board of Directors of the City/County Association of Governments (C/CAG) of San Mateo County designates the Executive Director and Finance Officer (San Carlos Director of Administrative Services) as the C/CAG official to determine and define the amounts of those components of fund balance that are classified as "Assigned Fund Balance" as defined by GASB 54 and the C/CAG Financial Policies and Procedures.

Bob Grassilli, C/CAG Chairperson

Attachment B – Fiscal Year 2009-2010 Fund Balance Reserves with comparison to Fund Balances as defined in the GASB 54 model

Current presentation of fund balances:

Fund Balances as of June 30, 2010	General Fund	Special Revenue Fund
Unreserved, Undesignated for:		
- Congestion Management		\$2,243,261
- NPDES		1,551,379
- Abandoned Vehicle		615,523
- AB1546		4,890,918
- BAAQMD		11,282
- Energy Watch		(183)
- General Fund	\$61,765	
Total Fund Balances	\$61,765	\$9,312,180

New GASB 54 presentation of fund balances:

Fund Balances as of June 30, 2010	General Fund	Special Revenue Fund
Restricted:		
- NPDES		\$1,551,379
- Abandoned Vehicle		615,523
- AB1546		4,890,918
- BAAQMD		11,282
Committed:		
- Congestion Management		2,243,261
Unassigned:		
- General fund	\$61,765	
- Energy Watch		(183)
Total Fund Balances	\$61,765	\$9,312,180

Attachment C - Excerpts from C/CAG (City of San Carlos) Financial Policies – additional proposed language is in italics

A. RESERVES and FUND BALANCE POLICIES (updated per GASB 54)

- 1) We will work toward establishing, dedicating and maintaining reserves annually to meet known and estimated future obligations. *The hierarchy followed to deplete these reserves is as follows: first unassigned fund balance will be depleted; second assigned fund balances will be deleted at discretion of the Executive Director; and lastly committed fund balances will be depleted in accordance with item 2a(ii) or 2b(ii) below, and formal action of the C/CAG Board of Directors.*
- 2) C/CAG may commit amounts of fund balance for specific purposes as determined by formal action of the C/CAG Board of Directors which may include but are not limited to committing fund balance reserves for the following:
 - a. Economic Uncertainties
 - i. General Fund committed fund balance for Economic Uncertainties equal to a minimum of 10% of the General Fund expenditures with a target of increasing to 20% of General Fund expenditures.
 - ii. *Once established, appropriations from the Economic Uncertainties fund balance commitment can only be made by formal action of the C/CAG Board of Directors. Generally, appropriations and access to these funds will be reserved for emergency situations. Examples of such emergencies include, but are not limited to: catastrophic disaster (declared by Governor); budgeted revenue taken by another government entity; or a more than 5% drop in projected revenue to the General Fund.*
- 3) C/CAG may assign amounts of fund balance for specific purposes as determined by Executive Director recommendation, as delegated by formal action of the C/CAG Board of Directors, which include but are not limited to assigning fund balance reserves for the following:
 - a. State Budget Contingencies.
 - b. Undesignated litigation.
 - c. *Continuing appropriations (Encumbrances and projects carried over from a prior year to the new fiscal year).*

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Government Board of Directors
From: Kim Springer
Subject: Adoption of Resolution No.11-39 Authorizing the C/CAG Chair to Execute an Agreement Between C/CAG and Hara Software, Inc. to Provide Climate Action Planning Software for an Amount Not to Exceed \$200,000.

(For further information, contact Kim Springer at 650-599-1412 or Richard Napier at 650-599-1420)

RECOMMENDATION

Adopt Resolution No.11-39 authorizing the C/CAG Chair to execute an agreement with Hara Software, Inc. (Hara) for climate action planning (CAP) software for an amount not to exceed \$200,000.

FISCAL IMPACT

Up to \$200,000.

SOURCE OF FUNDS

The initial cost, cost of the software customization, and first year annual license fee is paid for in part by grants from the BAAQMD (approximately \$15,000) and PG&E (approximately 30,000). Additional funding comes from the San Mateo Congestion Relief Plan funds.

Funding for staff work for the completion of deliverables for the BAAQMD and PG&E grants is paid through agreements between C/CAG and the County of San Mateo in FY2010-11 and FY2011-12, from the San Mateo Congestion Relief Plan funds.

BACKGROUND/DISCUSSION

On September 16, 2010, the C/CAG Board adopted Resolution No. 10-53 giving the Chair authority to sign Grant Agreement 2010-083 between C/CAG and the BAAQMD for \$50,000 to complete a CAP template project for the cities in San Mateo County and Cupertino. On March 10, 2011, the C/CAG Board adopted Resolution No. 11-11 for a PG&E Contract Work Authorization (Grant) No. 2500458103 between C/CAG and PG&E for \$125,000.

On June 9, 2011, the C/CAG Board received a presentation on the CAP template project which included the scope of work, specifics on the deliverables associated with the aforementioned grants, and timeline for the project. The next step presented in the grant project was to procure a software tool to perform forecasting, calculation, and tracking operations for the project.

C/CAG staff has completed the procurement process for the CAP template software tool and has

ITEM 5.14

selected Hara as the preferred vendor. As is the case with most enterprise software tools, there are two levels of cost associated with the implementation: the set up (or customization) of the software, and an annual licensing fee.

To complete the customization of the software tool, Hara Software, Inc. teamed with Kema, Inc, (Kema), the consultant that is already providing technical assistance on this CAP template project. There is an advantage to C/CAG for this teamed approach because Kema is already familiar with the CAP template project and the greenhouse gas reduction measures and calculation methodologies already developed.

Hara will charge an annual license fee for the maintenance of the software tool, data security, quarterly updates and customer service related portion of the contract. The \$200,000 recommended for this portion of the CAP template project includes customization and up to three years of license fees.

A final agreement will be made available upon completion of negotiations with Hara.

Resolution No. 11-39 and the CAP Template Software Tool RFP are provided as attachments to this staff report.

Attachments

Resolution No. 11-39
CAP Template RFP

RESOLUTION NO. 11-39

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND HARA SOFTWARE, INCORPORATED TO PROVIDE CLIMATE ACTION PLANNING SOFTWARE FOR AN AMOUNT NOT TO EXCEED \$200,000.

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, C/CAG has entered into two grant agreements by action of the C/CAG Board: on September 16, 2010, by adopting Resolution No. 10-53, giving the Chair authority to sign Grant Agreement 2010-083 between C/CAG and the BAAQMD for \$50,000, and on March 10, 2011, adopting Resolution No. 11-11 for a PG&E Contract Work Authorization (Grant) No. 2500458103 between C/CAG and PG&E for \$125,000, to complete a CAP template project for the cities in San Mateo County and Cupertino; and

WHEREAS, C/CAG desires to obtain services from Hara Software, Inc. for the forecasting, calculation and tracking tool the aforementioned CAP template project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement with Hara Software, Inc. for climate action planning software for an amount not to exceed \$200,000.

The C/CAG Board also authorizes the following:

- 1- Authorize the C/CAG Executive Director and Legal Counsel to negotiate the final agreement.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST, 2011.

Bob Grassilli, Chair

Request for Proposal

Climate Action Planning (CAP) Template and Tool Project

Software as a Service (SaaS) CAP Calculation, Forecasting and Tracking Tool

City/County Association of Governments of San Mateo County (C/CAG)
555 County Center, 5th Floor
Redwood City, CA 94063

June 20, 2011

For further information contact:
Kim Springer
Phone: 650-599-1412
Fax: 650-361-8220
E-Mail: kspringer@co.sanmateo.ca.us

Request For Proposal
SaaS - CAP Calculation, Forecasting and Tracking Tool
Climate Action Planning (CAP) Template and Tool Project

The City/County Association of Governments (C/CAG) of San Mateo County, a Joint Powers Agency composed of the County of San Mateo and all twenty cities within the County, invites your firm to submit its proposal and costs estimates for provision of a SaaS-based Climate Action Planning, calculation, forecasting and tracking system for C/CAG, San Mateo County and other local governments.

Proposals must be received **NO LATER THAN 4:00 P.M., Monday, July 11, 2011.** Four (4) copies of your proposal materials should be mailed to:, delivered to: or a copy in .pdf of your materials should be e-mailed to:

City/County Association of Governments of San Mateo County (C/CAG)
555 County Center, 5th Floor
Redwood City, CA 94063

Attention: Kim Springer
Phone: 650 599-1412
E-mail: kspringer@co.sanmateo.ca.us

Faxed Proposals Will Not Be Accepted

SUBMITTAL REQUIREMENTS

Each submittal must include the following information. This information should be confined to **no more than ten pages** excluding resumes of staff members and references.

1. **Project Understanding/Approach:** Briefly present your firm's understanding of the project and address how your firm will approach all of the major elements of the proposed scope of work as included in "Attachment A" of this Request for Proposal. **Please include additional task(s) that you consider may add value to the project.** Please include how you feel your "tool" fits the needs of this project.
2. **Schedule:** Provide a project schedule (timeline) that illustrates key project milestones for accomplishing the work in your proposal and requested timeline in "Attachment A".
3. **Experience:** Briefly identify any past experience you have had developing and installing similar tools at local governments or other, perhaps commercial, sites requiring similar outcomes.
4. **Qualifications:** Identify the qualifications of your staff that would be assigned to customize your tool, working closely with C/CAG or County staff, through completion of this project. Brief resumes of key staff may also be included. Please identify the individual who will be the primary point of contact (project manager) and the backup individual.
5. **References:** Provide a list of references, including contact information, from at least seven (7) organizations.

6. **Cost Estimate:** Provide a cost proposal for each of the items in "Attachment A" of this Request for Proposal and a total cost for the project. Costs should be separated by non-recurring and recurring costs.
7. **Exceptions of Contract Terms:** Please detail any exceptions your firm has to the terms of the contract as contained in "Attachment B".

EVALUATION CRITERIA / SELECTION PROCESS

A selection panel will evaluate the proposals based on the following criteria:

- Understanding of project objectives and requirements
- Fit of software tool to project scope
- Cost of implementation, term of service, and ongoing support
- Implementation timeline
- Qualifications and experience

The selection panel will rank the proposals and determine the top firm and tool and consultant interviews will be held. Firm shall be prepared to enter into a contract agreement as shown in sample "Attachment B".

C/CAG reserves the right to reject all proposals, and not enter into any contract for the services described in the RFP.

TENTATIVE SCHEDULE FOR THE PROPOSAL REVIEW PROCESS

<u>Date</u>	<u>Description</u>
June 20, 2011	Request for Proposals released and posted on C/CAG Website, linked from: http://www.ccag.ca.gov/Call4prj_rfp.html
June 28, 2011	Questions about the RFP due to Kim Springer
June 30, 2011	Responses to questions posed posted on C/CAG Website, linked from: http://www.ccag.ca.gov/Call4prj_rfp.html
July 11, 2011	Request for Proposals Due 4:00 p.m.
July 18-19, 2011	Interviews with the selection committee. Selected vendors will give a one-hour presentation of their software tool and capabilities. Selected vendors will be contacted on or around July 13 to schedule an interview time.
August 2011	Panel will make selection recommendation at the C/CAG Board meeting (date TBD)

ATTACHMENT A

SCOPE OF WORK

Background

The City and County Association of Governments of San Mateo County (C/CAG) is a joint powers authority and congestion management agency in San Mateo County. Its board is composed of 21 elected officials, one from each city (20) and one from the County of San Mateo.

Because of C/CAG's structure, it is in a unique position of coordinating various countywide efforts related to transportation, energy, and climate action. C/CAG is working on behalf of the cities in San Mateo County to create a climate action planning template and tool package to reduce the costs associated with the creation of a climate action plan (CAP) and to coordinate a regional effort to reduce greenhouse gas (GHG) emissions.

CAP Template and Tool Package

The CAP Template portion, which is *not* in the scope of this RFP, includes a written document that can be customized by each city and that will serve as the city's climate action plan. This CAP Template includes a list of approximately 40 of the most common and proven measures undertaken by other cities or organizations in their climate action planning efforts. For each measure there is a measure worksheet that provides, among other things, a calculation methodology for the measure, a description of steps the city would need to undertake to implement the measure, a measure prioritization "system," cost per unit for the measure, and additional resources.

C/CAG's concept for a regional approach to climate action is to assure that climate action measures are being undertaken at an implementation level that can both institute change and measure the results.

To this end, the CAP Template and Tool package has measures that are "stratified"; categorized as statewide, countywide or local government and, in some cases, both countywide and local government.

State measures include emission reductions from state adopted regulations, such as the Renewable Energy Portfolio, the Low Carbon Fuel Standard, or the California Fuel Efficiency (CAFÉ) standard.

Countywide measures relate to transportation, land use, and countywide energy programs.

Local government measures are those that each city can implement and measure locally.

CAP Tool Description/Requirements

The Tool portion of the Package is the scope of work for this RFP and is described below:

The Tool, once completed, is intended to provide cities with a means to

- load completed 2005 baseline emissions inventory
- input emission reduction targets
- choose measures from the measures list provided by the Template (to be pre-loaded in the tool as GHG reductions scenarios)

This will enable cities to complete forecasting and climate action planning. In addition, city users will be able to track ongoing resource usage (e.g., energy, water, fuels, refrigerants, waste disposed, etc.).

The completed Tool will also include a user's manual, which can be a written or help document in the software, to help city staff get started on tasks related to the following:

- How to sign on and navigate in the Tool
- How the Tool is laid out (levels/structure)
- How to input data in to categories of emissions sources
- How to produce charts and graphs
- How to export data or charts of graphs
- How to access customer support

Organizational Structure of County and Cities

The structure of the Tool would be similar to a corporate headquartered model with multiple divisions, described as follows:

Countywide: C/CAG (headquarters)

Cities (divisions):

Atherton

Government Operations (site)

Communitywide (site)

Belmont

Government Operations (site)

Communitywide (site)

Brisbane

Government Operations (site)

Communitywide (site)

Burlingame

Government Operations (site)

Communitywide (site)

Additional cities to include: Colma, Daly City, East Palo Alto, Foster City, Half Moon Bay, Hillsborough, Menlo Park, Millbrae,

Pacifica, Portola Valley, Redwood City , San Bruno, San Carlos, San Mateo, South San Francisco, Woodside, County of San Mateo, and Cupertino, others potentially (22+ total).

Software Requirements/Capabilities :

- Software as a service (SaaS)
- Web-based, location independent
- Secured and Secured Access
- Tracks greenhouse gas emissions data for a city's municipal operations (e.g., energy, fuel and water used; employee commute miles traveled; solid waste generated; fugitive emissions from refrigerants, fire suppression, etc.)
- Tracks greenhouse gas emissions data for a city's community (e.g., energy, fuel and water used; miles traveled; solid waste generated; fugitive emissions from wastewater treatment and landfills)
- Data converted to CO2e GHG emissions in Metric Tons for charts and reports
- Data and charts exportable to MS Excel and Word(including "wedge" graphing)
- Graphs exportable to Word
- Sends emails/alerts to remind appropriate staff to input data on a regular basis
- Runs data consistency checks and generates reports showing potential data input errors
- Projects business-as-usual (forecasting) and hypothetical emissions scenarios using wedge chart, based on selected measures
- Provides user updateable coefficients (e.g., renewable energy portfolio, fuel efficiency, etc.) in addition to the defaults provided
- Additional capabilities the proposer thinks would be useful

Sample Measures (see Attachment C)

Approximately 40 CAP Template measures will be preloaded into the CAP template software when the Tool is built. Attachment C represents two of those measures.

Software Customization for C/CAG and cities:

- Software must be capable of holding up to 100 total measures
 - ~40 emissions-reduction measures developed by C/CAG from the Template portion of the project. Vendor will upload into the Tool.
 - ~30 emissions-reduction measures from cities with existing Climate Action Plans. Given available calculation methodologies, vendor will upload these measures.
 - Software should provide the following access: Internal system for separating state and countywide measure (C/CAG) GHG emission outcomes from local city measures
 - C/CAG and County staff must be able to access the cities' emission totals in order to track emissions countywide

- Multiple users within each city need to input data and extract information
- Software should provide the following calculations:
 - 2005 GHG emission inventories and 2020, 2035, 2050 emission reduction targets and interim goals per cities adopted emission reduction commitments (if available). Data to be pre-loaded by vendor. List to be provided by C/CAG
 - “Business as usual” forecasts, given an established % increase in emissions per year
 - Approximate costs for proposed measures, based on measure worksheets provided
 - Emission calculation for government operations should be based on the ARB-adopted LGOP methodology

Specifics and Pricing

Please itemize the following items in pricing:

- Fee for 75, 100, and 125 users
- Initial Set-up
- Initial trainings
- Annual Fee (recurring cost), if any, including options for 5- and 7-year contracts
- Access to ongoing customer service
- User’s Manual (described in “CAP Tool”)
- Additional costs not included above
- Pricing to extend this contract to other government agencies (see “Extension of Pricing for Other Counties,” below)

Please detail costs for each phase described in the timeline below.

Total Cost

Provide a total cost for a 5-year and 7-year term agreement, including items included under costs above and any discounts provided.

Discounts

Describe any special discounts your company is able to provide for local governments or consortiums of local governments over other sectors in your business model.

Timeline

C/CAG intends to award the RFP to a vendor in mid- to late July

Phase 1: CAP software tool running and available for approximately five cities by September 31, 2011. Cities will be Millbrae, Pacifica, Portola Valley, San Bruno, and Cupertino (outside San Mateo County)..

Phase 2: The build out of the remaining 16 cities and the County (including their emission inventories,

user accounts, access levels, etc.) should be completed by October 30, 2011.

Please use the above dates in preparation of your timeline and note any specific challenges to the completion of these desired target dates.

Extension of Pricing for Other Counties

Bidders are requested to indicate on the Bid if they will extend the pricing, terms and conditions of this bid to other government agencies, if the bidder is the successful vendor per Public Contract Code Sections 20118, 20652. If the successful vendor agrees to this provision, participating agencies may enter into a contract with the successful vendor for the purchase of the service and commodities described herein based on the terms, conditions, prices, and percentages offered by the successful vendor to the to this RFP. Minor changes in terms and conditions may be negotiated by participating agencies for up to two (2) years following the award of this contract. Santa Clara County may participate in the final contract. In addition, other agencies may also participate in a final contract.

If another county or consortium of government would like to purchase the same scope of work from your firm, please provide a pricing structure and pricing to purchase access to the already-developed Tool.

ATTACHMENT B

SAMPLE
AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND _____

This Agreement entered this ____ day of _____, 2011, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and _____, hereinafter called "Contractor."

WITNESSETH

WHEREAS, C/CAG is a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans; and,

WHEREAS, C/CAG is prepared to award funding for conducting the San Mateo County Congestion Management Program 2011 Monitoring; and

WHEREAS, C/CAG has determined that Contractor has the requisite qualifications to perform this work.

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by _____, 2011.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit A up to a maximum amount of _____ thousand dollars (\$xx,xxx) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of _____ and shall

terminate on _____, 20___; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.

6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty of the parties to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

7. Insurance: Contractor or any subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Workers' Compensation and Employer Liability Insurance: Contractor shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and 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 operations under this Agreement, whether such operations be by the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under 1,000,000
	\$	
a. Comprehensive General Liability	\$ 1,000,000	_____

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a 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, the C/CAG Chairperson, at his/her 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 pursuant to this Agreement.

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Agreement Renewal. This Agreement may be renewed for an additional four (4) years upon approval by the C/CAG Board and Contractor.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes

final payments and all other pending matters are closed.

- 14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
- 15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
- 16. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

City/County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063

Notices required to be given to contractor shall be addressed as follows:

Consultant
 Address

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year first above written.

(Contractor)

By _____

_____ Date

City/County Association of Governments (C/CAG)

By _____
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

ATTACHMENT C Two Sample Measure Worksheets

Worksheet 1:

Benefit - Cost Analysis Worksheet

Measure Name	Promote PG&E commercial and industrial energy efficiency/demand response programs
Emissions Category	Energy
Measure Description	City promotes and assists with marketing and outreach for PG&E energy efficiency and demand response programs. Leverage existing rebates/add additional rebates for energy efficient retrofits.

Key Assumptions for Example Calculations Below			Category 1: Benefit Score	Category 2: Costs Score	Category 3: Feasibility Score	Total Measure Score
Commercial square feet upgraded	250,000	square ft	Score	0.00	0.00	0.00
			Weighting	0.33	0.33	0.33

Category 1: Benefits					Category 1 Score	0.00
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1. Annual GHG Reduction (Metric Tons CO2e)	79 metric tons	GHG Reduction Scale for Scoring (Metric Tons)			Score	Weighting
		0-250	250-500	500-750		
		0	1	2		20%

2. Annual Resource Savings (units)	340,750 kWh 6,500 therms	Scale for Scoring			Score	Weighting
		0-100,000	100,000-200,000	200,000-300,000		
		0	1	2		20%

3. Annual government dollar savings estimate	Minimal	Scale for Scoring			Score	Weighting
		0-50,000	50,000-100,000	100,000-200,000		
		0	1	2		20%

4. Enter annual business dollar savings estimate	Moderate savings	Scale for Scoring			Score	Weighting
		0-50,000	50,000-100,000	100,000-200,000		
		0	1	2		20%

5. Are there co-benefits?	Thermal comfort, increased productivity	Scale for Scoring			Score	Weighting
		0-1	2-3	4-5		
		0	1	2		20%

Weighting = 100%? Yes

Category 2: Costs					Category 2 Score	0.00
1. Government Capital Costs	None	Government Capital Costs for Admin. Personnel			Score	Weighting
		None	Minimal	Moderate		16.67%
2. Additional Government Annual Operating Costs	Minimal operating costs	Additional Government Annual Operating Costs			Score	Weighting
		None	Minimal	Moderate		16.67%
3. Does the measure require significant government staff time?	Moderate	Does the measure require significant government staff time?			Score	Weighting
		None	Minimal	Moderate		16.67%
4. What is the effect on residential costs?	None	What is the effect on residential costs?			Score	Weighting
		None	Minimal	Moderate		16.67%
5. What is the effect on business costs?	Moderate costs for upgrades	Business Cost scale for business			Score	Weighting
		None	Minimal	Moderate		16.67%
6. Estimated Payback Period	Approximately 3-5 years	Estimated Payback Period			Score	Weighting
		None	Minimal	Moderate		16.67%
					Weighting = 100%?	Yes

Category 3: Implementation and Feasibility				Category 3 Score	0.00
				Score	Weighting
1. Implementation time requirements	Less than 1 year				20%
2. Probability of Community Support or Opposition	Mostly support				20%
3. Requirements for establishing enabling codes and ordinances	None				20%
4. Synergies with existing Initiatives and partnerships	Yes, with PG&E and statewide efforts				20%
5. Outside Funding Availability	Yes				20%
				Weighting = 100%?	Yes

Implementation Actions

Responsible agency	Department of Community Development
Next steps	Work with PG&E to identify specific programs for targeted municipal marketing and outreach

Notes

The calculations below assume marketing and outreach/support for Energy Upgrade program, rather than matching funds for rebates.

References and Links

Calculation Methodology and Equations

Resource Savings	<p>Electric Energy Savings (kWh)=$E_e \times (C_{sf} \times 13.63 + R_{sf} \times 3.5)$ Gas Savings (therms)=$E_g \times (C_{sf} \times 0.26 + R_{sf} \times 0.31)$</p> <p>Where: Csf = # Sq feet of commercial upgraded Ee = Target electric energy savings = 10% Eg = Target gas savings = 10% 13.63 = Average electric use intensity for commercial buildings in kWh/sq ft. (CEUS) 0.26 = Average natural gas usage intensity for commercial buildings in therms/sq ft (CEUS)</p> <p>Example: 250,000 square feet of commercial space upgraded Total Electric Energy Savings = $0.10 \times (250,000 \times 13.63) = 340,750$ kWh Total Gas Savings = $0.10 \times (250,000 \times 0.26) = 6,500$ therms</p>
GHG Calculations	<p>GHG Savings (metric tons)=$(S_e / 1000 \times 0.13) + (S_g / 10 \times 53.06 / 1000)$</p> <p>Where: Se = electric savings Sg = gas savings 0.13 = Projected PG&E emissions factor in 2020 in metric tons/MWh 53.06 = average emissions factor for natural gas (kg CO2/MMBtu)</p> <p>Example: Total GHG Savings = $(340,750 / 1000 \times 0.13) + (6,500 / 10 \times 53.06 / 1000) = 79$ metric tons</p>
Cost calculations	Estimate staff time + Incentive payments

Worksheet 2:

Benefit - Cost Analysis Worksheet

Measure Name	Walkable/bikeable street landscape
Emissions Category	Transportation and Land Use
Measure Description	Remake urban landscape to make walking and biking more desirable. Bike lanes, bike parking, traffic calming, beautification, etc.; Implement traffic calming, incorporate bike lanes into street design, and provide bike parking in non-residential locations.

Key Assumptions for Example Calculations Below			Category 1: Benefit Score	Category 2: Costs Score	Category 3: Feasibility Score	Total Measure Score
Baseline VMT	10,200,000	VMT	Score	3.00	3.00	3.80
# of new traffic circles	30	unit	Weighting	0.33	0.33	0.33

Category 1: Benefits						Category 1 Score	3.00
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					Score	Weighting
1. Annual GHG Reduction (Metric Tons CO2e)	17,829 MT CO2e				5	20%

					Score	Weighting
2. Annual Resource Savings (units)	37,500 VMT				5	20%

					Score	Weighting
3. Annual government dollar savings estimate	N/A				1	20%

					Score	Weighting
4. Enter annual business dollar savings estimate	N/A				1	20%

					Score	Weighting
5. Are there co-benefits?	Yes, see notes below.				3	20%

Weighting = 100%? Yes

Category 2: Costs				Category 2 Score	3.00
				Score	Weighting
1. Government Capital Costs	\$830,000	Capital Costs (Full Costs - Reg. (Risks only))	1	16.67%	
2. Additional Government Annual Operating Costs	\$9,000	Operational/Annual Costs (Reg. (Risks only))	4	16.67%	
3. Does the measure require significant government staff time?	Some	Staff/Resource Scale (Reg. (Risks only))	2	16.67%	
4. What is the effect on residential costs?	No Effect	Residential Cost Scaling (Reg. (Risks only))	5	16.67%	
5. What is the effect on business costs?	No Effect	Business Cost Scaling (Reg. (Risks only))	5	16.67%	
6. Estimated Payback Period	N/A	Payback Period (Reg. (Risks only))	1	16.67%	
			Weighting = 100%?	Yes	

Category 3: Implementation and Feasibility					Category 3 Score	3.80
1. Implementation time requirements	Quick implementation timeframe	5			Score	Weighting
2. Probability of Community Support or Opposition	High support	4			Score	Weighting
3. Requirements for establishing enabling codes and ordinances	Minimal if any new revised/new code required	4			Score	Weighting
4. Synergies with existing initiatives and partnerships	AB32 and SB375 local initiatives	3			Score	Weighting
5. Outside Funding Availability	Possibly	3			Score	Weighting
					Weighting = 100%?	Yes

Implementation Actions

Responsible agency	Planning Department
Next steps	Adopt or revise Bicycle and Pedestrian Master plan to identify priority streetscape projects that include bike lanes, bike racks, and construct pedestrian improvement projects (e.g., wider sidewalks, street-crossing safety improvements)

Notes

Calculation methodology derived from CAPCOA measures SDT-2, SDT-5, SDT-6, SDT-7 (see link below); users should consult detailed CAPCOA guidance and example calculations when using this methodology.

Additional advantages of walkable/bikable street design include:

- Improved air quality
- improved public health
- more opportunities for citizen recreation

References and Links

- CAPCOA, Quantifying Greenhouse Gas Mitigation Measures (2010): <http://www.capcoa.org/wp-content/uploads/2010/11/CAPCOA-Quantification-Report-9-14-Final.pdf>
- 1a. Cambridge Systematics. Moving Cooler: An Analysis of Transportation Strategies for Reducing Greenhouse Gas Emissions (2009). http://www.movingcooler.info/Library/Documents/Moving%20Cooler_Appendices_Complete_102209.pdf
- 1b. Sacramento Metropolitan Air Quality Management District (SMAQMD) Recommended Guidance for Land Use Emission Reductions. (p.13) <http://www.airquality.org/ceqa/GuidanceLU-EmissionReductions.pdf>
2. EMFAC 2007 model run, April 22 2011. (Conditions: all vehicle types, 70 degree F, 50% humidity, calendar year 2011, San Mateo County)
3. US Department of Transportation, <http://www.nhtsa.gov/people/injury/ped/mot/bike/Safe-Routes-2002/safe.html#8>

Calculation Methodology and Equations

<p>Resource Savings</p>	<p> $\text{VMT Reduction} = \text{Baseline VMT} \times (0.0025 + 0.001 + 0.00625)$ $\text{Gasoline Savings} = (\text{VMT Reduction}) / (\text{fleet mpg})$ </p> <p>Where:</p> <p> VMT = vehicle miles traveled 0.0025 = Estimated VMT reduction factor for installing basic traffic calming measures (CAPCOA) 0.001 = Estimated VMT reduction factor for incorporating bike lanes into street design (CAPCOA) 0.00625 = Estimated VMT reduction factor for providing bike parking in non-residential locations (CAPCOA) fleet mpg = average fuel economy of jurisdictional vehicle fleet mix (in miles per gallon) </p> <p>Assumes wide-scale implementation of improvements.</p> <p> $\text{VMT Reduction} = 10,000,000 \times (0.0025 + 0.001 + 0.00625) = 97,500 \text{ VMT}$ </p>
<p>GHG Calculations</p>	<p> $\text{GHG Savings} = \text{VMT Reduction} \times 0.000501 \times 365$ </p> <p>Where:</p> <p> 0.000501 = Composite emission factor; MT CO₂ per VMT (EMFAC 2007) 365 = days in a year </p> <p> $\text{GHG Savings} = 97,500 \times 0.000501 = 17,829 \text{ metric tons}$ </p>
<p>Cost calculations</p>	<p> $\text{Traffic calming measures cost (CAPCOA)} = C \times \\$20,000$ </p> <p>Where:</p> <p> C = number of new traffic circles \$20,000 = cost of traffic circle </p> <p> $\text{Bike Lane Cost (CAPCOA)} = Z \times \\$25,000$ </p> <p>Where:</p> <p> Z = miles of new bike lanes \$25,000 = cost of each mile of bike lane </p> <p> $\text{Annual staff time cost} = T \times 90$ </p> <p>Where:</p> <p> T = hours of staff time spent 90 = hourly \$ rate of average staff person </p> <p> $\text{Cost} = 10 \times 25000 + 30 \times 20000 + 1000 \times 90 = 250,000 + 9000 = \\$859,000$ </p>

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Approval of C/CAG Legislative priorities, positions, and legislative update.
(A position may be taken on any legislation, including legislation not previously identified.)

(For further information or questions contact Joseph Kott at 599-1453)

RECOMMENDATIONS

Receive, review, and discuss reports on State budget and legislation received from C/CAG's Sacramento legislative advocates. Adopt an oppose position on SB 35 and a support position on AB 723.

LEGISLATIVE PRIORITY

The C/CAG staff and State legislative lobbyist are guided by Legislative Priorities as established by the C/CAG Board.

BACKGROUND/DISCUSSION

The C/CAG Board receives monthly written reports and oral briefings from the C/CAG State legislative advocates. For this month, our State legislative advocates have provided a Monthly Report (Attachment A). Attachment B summarizes the status of and recommendations on selected State legislation. SB 582 (Yee) was vetoed by the Governor and AB 1105 (Gordon) was signed into law by the Governor.

ATTACHMENT

- A. Monthly Legislative Report
- B. Status of and Recommendations on Legislation

555 County Center, 5th Floor, Redwood City, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227

ITEM 6.1

ATTACHMENT A



ADVOCATION



SHAW/YODER/ANTWIH, *inc.*
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

July 26, 2011

TO: Board Members, City/County Association of Governments, San Mateo County
FROM: Advocation, Inc. – Shaw / Yoder / Antwih, Inc.

RE: STATE LEGISLATIVE UPDATE-JULY

On June 29, Democrats in both houses of the legislature approved a majority-vote budget after failing to secure Republican support for tax extensions (Vehicle License Fee, 1% State sales tax, and .25% Personal Income Tax surcharge). Governor Brown subsequently signed the package, which relies on an additional \$4 billion of revenues materializing by January 2012, on June 30th. If revenues do not materialize, the package contains triggers for additional cuts to mainly education and health and human service programs that would take effect. With a budget deficit was as high as \$26.6 billion in January, Democrats made more than \$14 billion in cuts and funding shifts in March. The most recent proposal addresses the remaining \$9.6 billion problem which has been aided by nearly \$8 billion in unanticipated revenue since January.

- The good news is that transportation funding is generally unharmed despite the fact that Governor Brown used his budget line-item veto authority to blue-pencil an additional \$270 million, which includes a \$147 million reduction from the Proposition 1A High-Speed rail connectivity funding pot. This funding is designed to help Caltrain, which is a program recipient, make the necessary safety and operational improvements to the existing system in preparation for linking to the high-speed rail network in the future.

Impact on Transportation

Overall, the latest package does not make any significant changes to funding for transportation or public transit as approved in March. The gas tax swap (AB 105, Chapter 6, Statutes of 2011), which was enacted in March, provides the General Fund with \$903.5 million in relief for FY 10-11 through the use of truck weight fees to pay transportation-related bond debt service in

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addition to the \$799.6 million in General Fund relief realized prior to the enactment of Proposition 22. Truck weight fees will provide \$777.5 million in General Fund reimbursements for debt service costs in FY 11-12. Funding levels for the State Transportation Improvement Program (STIP), cities and counties for local streets and roads, and the State Highway Operation and Protection Program (SHOPP) are funded at historic levels.

AB 115, the transportation budget trailer bill, defers approximately \$866 million in repayments to the State Highway Account from the General Fund which the California Transportation Commission believes will impact the SHOPP more than the STIP.

PTA Revenues Increase

Funding for the Public Transportation Account (PTA) has increased from the January totals. According to the Department of Finance, the State Transit Assistance (STA) will be funded at \$416 million (an \$87 million increase over January's total) for FY 11-12. The original 4.75% base is up by over \$104 million, while the new sales tax on diesel rate (which will fluctuate) is up \$26 million for a total increase of \$130 million. As a result, Caltrain and the SamTrans will receive roughly \$5 million each from the STA program.

Impact on Transportation Bond Programs

In 2006, Propositions 1A and 1B were approved as General Obligation (G.O.) bonds, meaning that the General Fund was the identified as the funding source responsible for paying down the bond debt service. The passage and subsequent reenactment of the gas tax swap, however, essentially converts both propositions into revenue bond programs given that transportation revenue (weight fees) are used to retire the bond debt service. These programs have become the sole source of funding for jurisdictions for some highway and most transit capital projects and rolling stock purchases.

Therefore, the sale of bonds is critical. Otherwise, the state is collecting transportation revenue but not using it to keep projects moving. We have been pushing the legislature and the administration to sell bonds and allocate revenue to transportation programs given that the weight fees have been set aside to pay for bond debt service. Your advocacy team has been working with leadership in both houses, as well as the offices of the Governor, Controller, Treasurer, and Department of Finance (DOF), as well as a broad coalition of stakeholders (California alliance for Jobs, California State Association of Counties, League of California Cities, Self-Help County Coalition, among others) and testified in front of both the Senate and Assembly Budget Transportation Subcommittees to stress the need for a Proposition 1B bond sale in order to keep vital projects moving.

We are pleased to announce that the Governor is considering a \$1.5 billion bond sale for this Fall to accommodate cash flow needs for 2012. That amount may increase depending on cash flow needs by all sectors. As a result, communicating our cash flow needs to Caltrans and DOF has become imperative. Over \$11 billion in allocated bond proceeds, including \$1 billion for

transportation, remain on balance sheets for bond programs for several sectors. Consequently, DOF is attempting to balance cash flow needs vs. unspent balances accruing and not being put to use. The \$1 billion for transportation however will be spent by December of this year.

For transit, while last November's bond sale resulted in an allocation of only \$78 million from the \$1 billion, 130 projects were funded through the Public Transportation Modernization, Improvement, and Service Enhancement Account (PTMISEA), and it cleared cash flow demand for the remainder of requests from FY 07-08 and 08-09. Your advocacy team worked with C/CAG and Caltrans DMT to help ensure that all PTMISEA recipients provided up-to-date information regarding cash flow needs.

Session Schedule

The legislature is currently on Summer Recess through August 15. They will have until September 9 to complete business prior to adjourning for the year (save for any emergency legislation that may be contemplated during the Fall) until next January.

ATTACHMENT B

STATUS OF AND RECOMMENDATIONS ON LEGISLATION

SB 35 (Padilla)

Title: An act to repeal Sections 25740, 25740.5, 25742, 25743, 25744, 25744.5, 25746, 25747, 25748, and 25751 of, to repeal and add Chapter 7.1 (commencing with Section 25620) of Division 15 of the Public Resources Code, and to repeal Section 399.8 of the Public Utilities Code, relating to energy, and declaring the urgency thereof, to take effect immediately.

Short Summary: Under the Public Utilities Act, the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations. The act requires the PUC to require, until January 1, 2012, an electrical corporation to identify a separate electrical rate component to fund energy efficiency, renewable energy, and research, development, and demonstration programs that enhance system reliability and provide in-state benefits. Existing law requires that the moneys collected between January 1, 2007, and January 1, 2012, from the electrical corporations for public interest research, development, and demonstration projects be deposited in the Public Interest Research, Development, and Demonstration Fund and be used for the purposes of the Public Interest Energy Research, Demonstration, and Development Program. Existing law requires that the moneys collected by the electrical corporations for the benefit of in-state operation and development of existing and new and emerging renewable resources technologies be deposited in the Renewable Resource Trust Fund for the purposes of the Renewable Energy Resources Program. This bill would repeal those provisions. This bill contains other related provisions.

Bill Analysis from the Senate Appropriations Committee Staff: Under current law, customers of the state's investor owned utilities pay a public goods charge on their electricity bills. Revenues from the Public goods charge pay for programs to support energy efficiency, renewable energy, and public interest research and development. The Public Interest Energy Research Program is funded with \$77 million per year from the public goods charge and is administered by the California Energy Commission. The Public Interest Energy Research Program provides research funds for new and emerging energy technologies that would not otherwise be funded from private or academic funds.

The authority to collect the public goods charge sunsets on January 1, 2012. (There is a separate \$24 million per year research program that is funded by a surcharge on natural gas customers. That program does not have a sunset date and is not impacted by this bill.) SB 35 repeals the authority to collect the public goods charge and the statutes that direct how resulting revenues

are spent, including the Public Interest Energy Research Program.

The bill creates a new California Energy Research and Technology Program, to be overseen by a new council with specified membership and administered by the California Energy Commission. The bill includes criteria for governing the program and prioritizing research funding. The bill requires the Energy Commission to establish criteria for tracking the outcomes of research funded under the program and requires the Commission to establish terms for sharing intellectual property interests or royalties from research funded under the program. The Energy Commission is required to report annually to the Legislature on program activities.

The bill does not specify the size of the new program or the funding source. Based on the operation of the existing Public Interest Energy Research program, the proposed program costs are likely to be in the tens of millions per year.

Status: 7/11/2011 Read second time and amended. Re-referred to Com. on NAT. RES.

Recommendation: *OPPOSE*

AB 723 (Bradford)

Title:

An act to amend Sections 399.4 and 399.8 of the Public Utilities Code, relating to energy, and declaring the urgency thereof, to take effect immediately.

Short Summary: Under the Public Utilities Act (the act), the Public Utilities Commission (PUC) has regulatory authority over public utilities, including electrical corporations. The Reliable Electric Service Investments Act within the act requires the PUC to require an electrical corporation, until January 1, 2012, to identify a separate electrical rate component, commonly referred to as the "public goods charge," to fund energy efficiency, renewable energy, and research, development, and demonstration programs that enhance system reliability and provide in-state benefits. A violation of the act is a crime. This bill would extend this requirement to January 1, 2020, and would make other technical and conforming changes. Because a violation of the act is a crime, this bill would impose a state-mandated local program by extending the application of a crime. This bill contains other related provisions and other existing laws.

Status: 6/29/2011 Re-referred to Com. On E., U., & C. From committee chair, with author's amendments: Amend, and re-refer to committee. Read second time, amended, and re-referred to Com. On E., U., & C.

Bill Analysis from the Assembly Appropriations Committee Staff: This bill extends the sunset date on the public goods charge (PGC) for energy efficiency from 2012 to 2016. The

electricity PGC is a nonbypassable surcharge imposed on all retail sales to fund public goods research, development and demonstration (RD&D), and energy efficiency activities.

This bill will result in the annual collection and expenditure of at least \$365 million from 2012 through 2016 from ratepayers of the state's major investor-owned utilities (Pacific Gas and Electric, Southern California Edison and San Diego Gas and Electric) and a proportional amount from the customers of the state's municipal electric utilities, such as the Los Angeles Department of Water and Power.

Recommendation: *SUPPORT*

AB 1105 (Gordon)

Title: An act to amend Section 149.6 of the Streets and Highways Code, and to amend Section 21460 of the Vehicle Code, relating to transportation.

Short Summary: Existing law authorizes the Santa Clara Valley Transportation Authority (VTA) to conduct, administer, and operate a value pricing high-occupancy toll (HOT) lane program on 2 corridors included in the high-occupancy vehicle lane system in Santa Clara County. This bill would provide that such a HOT lane established on State Highway Route 101 may extend into San Mateo County as far as the high-occupancy vehicle lane in that county existed as of January 1, 2011, subject to agreement of the City/County Association of Governments of San Mateo County. This bill contains other related provisions and other existing laws.

Status: 7/25/2011 Signed by the Governor and Chaptered by the Secretary of State, Chapter Number 114, Statutes of 2011

SB 582 (Yee)

Title

An act to add and repeal Section 65081 of the Government Code, relating to transportation.

Short Summary: Existing law requires transportation planning agencies to undertake various transportation planning activities, including preparation of a regional transportation plan. Existing law requires transportation planning agencies that are designated under federal law as metropolitan planning organizations to include a sustainable communities strategy as part of the regional transportation plan for their region. Existing law creates air quality management districts and air pollution control districts with various responsibilities relative to reduction of air pollution. This bill, beginning on January 1, 2013, subject to certain exceptions, would authorize a metropolitan planning organization jointly with the local air quality management district or air pollution control district to adopt a commute benefit ordinance that requires covered employers

operating within the common area of the organization and district with a specified number of covered employees to offer those employees certain commute benefits. The bill would require that the ordinance specify certain matters, including any consequences for noncompliance, and would impose a specified reporting requirement. The bill would provide for the 8 metropolitan planning organizations within the region served by a specified air district to adopt the ordinance only after the district first acts to adopt the ordinance. The bill would exclude from its provisions an air district with a trip reduction regulation initially adopted prior to the federal Clean Air Act Amendments of 1990 as long as it continues to have a regulation that allows trip reduction as a method of compliance. The bill would make its provisions inoperative on January 1, 2017.

Status: 8/1/2011 VETOED by the Governor.

C/CAG AGENDA REPORT

DATE: August 11, 2011

TO: City/County Association of Governments Board of Directors

FROM: Richard Napier, Executive Director

SUBJECT: Review and approval of Resolution 11-44 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$414,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program.

(For further information please contact Tom Madalena at 650-599-1460)

RECOMMENDATION:

That the C/CAG Board of Directors review and approve Resolution 11-44 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$414,000 under the 2011/2012 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program.

FISCAL IMPACT:

Under the TFCA Program there is a total allocation of \$987,566 of which \$414,000 is designated for the Alliance in FY 2011/2012.

SOURCE OF FUNDS:

TFCA funds are derived from a Vehicle Registration Fee surcharge provided to C/CAG by the Bay Area Air Quality Management District (BAAQMD).

BACKGROUND/ DISCUSSION:

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the March 10, 2011 C/CAG Board meeting the Board approved the Expenditure Plan for projects to be funded with the 2011/2012 allocation. The agreement is with the Peninsula Traffic Congestion Relief Alliance to operate the Countywide Voluntary Trip Reduction Program to assist private and public sectors to connect their employees and customers with transportation systems that provide an alternative to driving single occupant vehicles. The Countywide Voluntary Trip Reduction Program is funded by

ITEM 6.2.1

various sources through C/CAG, including the Countywide Congestion Relief Plan as well as the San Mateo County share of the Regional Ridesharing and Bicycling Program funds made available through the Metropolitan Transportation Commission (MTC).

The funding agreement shall be in a form to be approved by C/CAG Legal Counsel.

ATTACHMENTS:

- Resolution 11-44

RESOLUTION 11-44

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN THE AMOUNT OF \$414,000 UNDER THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE THE COUNTY-WIDE VOLUNTARY TRIP REDUCTION PROGRAM

WHEREAS, the Board of Directors of the City/County Association of Governments at its March 10, 2011 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

WHEREAS, the agencies implementing these projects, the scope of the work and the specified amount of Transportation Fund for Clean Air (TFCA) funding, have been identified and approved by the Board of Directors; and,

WHEREAS, it is necessary for C/CAG to enter into Project Sponsor agreements with the individual agencies receiving Transportation Fund for Clean Air (TFCA) project funding, setting forth the responsibilities of each party; and,

WHEREAS, one of these programs is to provide a County-wide Voluntary Trip Reduction Program and is sponsored by the Peninsula Traffic Congestion Relief Alliance.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance for \$414,000 under the Transportation Fund for Clean Air (TFCA) Program. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

C/CAG AGENDA REPORT

DATE: August 11, 2011

TO: City/County Association of Governments Board of Directors

FROM: Richard Napier, Executive Director

SUBJECT: Review and approval of Resolution 11-45 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$512,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2011/2012.

(Please contact Tom Madalena at 599-1460 with questions or for further information)

RECOMMENDATION:

That the Board review and approve Resolution 11-45 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$512,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2011/2012.

FISCAL IMPACT:

There is up to \$550,000 budgeted for the Countywide Voluntary Trip Reduction Program under the Congestion Relief Plan.

SOURCE OF FUNDS:

The funds under the Congestion Relief Plan are derived from C/CAG Member Agency assessments.

BACKGROUND/ DISCUSSION:

At the March 10, 2011 C/CAG Board meeting the Board approved the Congestion Relief Plan funding for the Alliance in the amount of \$512,000 for FY 2011/2012 for the Countywide Voluntary Trip Reduction Program. The attached agreement is with the Peninsula Traffic Congestion Relief Alliance (the Alliance) to operate the Countywide Voluntary Trip Reduction Program to assist private and public sectors to connect their employees and customers with transportation systems that provide an alternative to driving single occupant vehicles. This program is being jointly funded with revenues under the Transportation Fund for Clean Air Program, Countywide Congestion Relief Plan and the San Mateo County share of the Regional Ridesharing and Bicycling Program funds made available through the Metropolitan Transportation Commission (MTC).

ATTACHMENTS:

- Resolution 11-45
- Agreement between City/County Association of Governments and Peninsula Traffic Congestion Relief Alliance for the Countywide Voluntary Trip Reduction Program

ITEM 6.2.2

RESOLUTION 11-45

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) OF SAN MATEO COUNTY AND THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN THE AMOUNT OF \$512,000 FROM THE CONGESTION RELIEF PLAN TO PROVIDE THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM FOR FY 2011/2012.

WHEREAS, the Board of Directors of the City/County Association of Governments at its March 10, 2011 meeting approved programs for funding including the Countywide Voluntary Trip Reduction Program under the Countywide Congestion Relief Plan; and

WHEREAS, the Countywide Voluntary Trip Reduction Program is sponsored by the Peninsula Traffic Congestion Relief Alliance; and

WHEREAS, it is necessary for C/CAG to enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance for Congestion Relief Plan funding, setting forth the responsibilities of each party.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance in the amount of \$512,000 from the Congestion Relief Plan. This agreement shall be in a form approved by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF AUGUST 2011.

Bob Grassilli, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND PENINSULA
TRAFFIC CONGESTION RELIEF ALLIANCE FOR THE COUNTYWIDE
VOLUNTARY TRIP REDUCTION PROGRAM**

This Agreement, effective **July 1 2011**, by and between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Peninsula Traffic Congestion Relief Alliance, hereinafter called "the Alliance."

W I T N E S S E T H

WHEREAS, it is necessary and desirable that the Alliance be engaged by C/CAG for the purpose of performing services hereinafter described:

NOW, THEREFORE, IT IS HEREBY AGREED by the parties as follows:

1. **Services to be provided by the Alliance.** In consideration of the payments hereinafter set forth, the Alliance shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to the Alliance as follows. Alliance shall submit to C/CAG monthly invoices in a total contract amount not to exceed five hundred twelve thousand dollars (\$512,000). Payments shall be made within 30 days after receipt and approval of the monthly invoice from the Alliance. In the event that C/CAG makes any advance payments, the Alliance agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** The Alliance shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term.** This Agreement shall be in effect as of July 1, 2011 and shall terminate on June 30, 2012; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to the Alliance. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, the Alliance shall be paid for all services provided to the date of termination.

6. **Hold Harmless/Indemnity.** The Alliance shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from the Alliance's performance, or failure to perform under this Agreement.

(a) The duty of the Alliance to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any act or omission which occurred during or under this Agreement."

7. **Insurance.** The Alliance or its subcontractors performing the services on behalf of the Alliance shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. The Alliance shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Alliance's coverage to include the contractual liability assumed by the Alliance pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

Workers' Compensation and Employer Liability Insurance: the Alliance shall have in effect, during the entire life of this Agreement, Workers' Compensation and Employer Liability Insurance providing full statutory coverage.

Liability Insurance. The Alliance shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, its employees, officers and 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 operations under this Agreement, whether such operations be by the Alliance or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than \$1,000,000 unless another amount is specified below and shows approval by C/CAG Staff.

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

C/CAG and its officers, agents, employees and servants shall be named as additional

insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a 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, C/CAG, 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 pursuant to this Agreement.

8. **Non-discrimination.** The Alliance and its subcontractors performing the services on behalf of the Alliance shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. **Accessibility of Services to Disabled Persons.** The Alliance, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions.** If particular people are identified in Exhibit A as working on this Agreement, the Alliance will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. **Sole Property of C/CAG.** As between C/CAG and the Alliance any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Alliance which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Alliance shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.

13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

14. **Governing Law.** This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for the Countywide Voluntary Trip Reduction Program on the day and year as indicated below.

Peninsula Traffic Congestion Relief Alliance

By _____

_____ Date

Peninsula Traffic Congestion Relief Alliance Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Bob Grassilli
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

C/CAG Legal Counsel

Exhibit A

Scope of Work FY 2011-2012

1) Program Area 1 – Working directly with employers to reduce peak period commute trips

1. Employer Outreach
2. Employer Based Shuttle program development and management
3. Employer Support Services
4. School Pool and Carpool to College

Employer Outreach

Goal: Increase the market penetration of Alliance commute alternative programs in San Mateo County.

Objective: Increase the number of employers participating in Alliance programs by 10,000 additional employees or 3% per year.

Measures of effectiveness: a) continue to compare mode splits of employers who offer Alliance assistance versus employers who do not offer assistance; b) annually calculate peak period auto trips reduced, annual emissions reduced and participation in commuter alternative programs by employers participating in Alliance programs.

Key Action Items: Develop focused marketing efforts for shuttles that do not exceed minimum efficiency standards; conduct employer outreach for SamTrans “Last Mile” Program; facilitate marketing research to determine employer usage/non-usage of TDM programs.

Employer Based Shuttle Program Development and Management

Goal: a) continue to provide safe and reliable employer based shuttle services between employment sites and Caltrain and BART stations; b) continue to work with existing and potential new employer consortiums to attract and retain additional ridership; c) maximize satisfaction of employer representatives in shuttle consortiums and their employees; d) provide employer based shuttle services that are financially sustainable in a cost effective manner that do not duplicate existing fixed route services.

Objectives: a) expand employer participation in consortium routes by 5% annually to reduce costs to other participating employers; b) increase ridership through employer promotion on existing shuttle routes and potential new shuttle routes to build ridership on SamTrans, Caltrain and BART by an average of 5% annually over a three-year period.

Measures of Effectiveness: a) achieve a minimum of 20% equivalent farebox ratio and a target equivalent farebox ratio of 25% or more; b) achieve a cost per passenger of \$7.00 or less with a target of \$4.00 or less for employer-based shuttles; c) attain high satisfaction rates in annual customer surveys; d) total cost per ton of emission reduced should be below \$90,000 per ton.

Key Action Item: Expand South San Francisco employer shuttle routes to accommodate new South San Francisco Ferry Service passengers to worksites East of Highway 101.

Employer Support Services

Goal: Provide employer support services, including the County-wide Emergency Ride Home Program, Bicycle Rack and Locker program and bicycle safety and training workshops. These programs are provided to overcome barriers to utilize commute alternative programs.

Objective: Increase employer participation in Alliance support services by 5% annually.

Measures of Effectiveness: a) employer satisfaction with program delivery; b) annual feedback from employer participants. Increased participation in above programs by 5% annually.

Key Action Item: Increase Bicycle Rack and Locker Incentive Program budget based on anticipated increased demand for program from employers.

School-Based Employer Efforts

Goal: Increase the market penetration of schools participating in the School Pool and Carpool to College Program.

Objective: Increase the number of schools participating by 5% annually with a focus on Alliance cities that do not have significant employment centers.

Measures of Effectiveness: Annually calculate peak period commute trips reduced, annual emissions reduced, and participation in commute alternatives by schools participating in Alliance programs. Strive to increase participation in program by 5%.

2) Program Area 2 - Working with Commuters to Explore Utilize Alternative Transportation

1. Direct marketing and communication with commuters
2. Vanpool and carpool incentive program
3. Try Transit Incentive Program
4. Bike to Work Day Promotions

Direct marketing and communication with commuters

Goals: Provide commute alternative information directly to San Mateo County commuters so that they can make informed choices on commute options.

Objectives: a) increase awareness of Alliance and its programs by commuters from 25% to 33% over a three-year period; b) increase website usage a minimum of 10% annually; c) achieve 90% satisfaction rate in follow-up surveys to program participants.

Measures of Effectiveness: a) gauge awareness of Alliance and its programs in periodic general

public surveys; b) 33% of employed residents should be aware of Alliance efforts in random survey conducted at the end of the 3-year period of the Strategic Plan 2010-2013.

Key Action Item: Conduct one-year post survey of carpool, vanpool and try transit program participants to determine continued use of commute alternative to driving as solo drivers.

Carpool and Vanpool Incentive Programs

Goal: Provide commuters with a direct incentive to try a carpool or vanpool.

Objectives: a) Increase the number of carpool and vanpool incentive participants by 10% each annually; b) have a minimum of 70% of program participants continue to use the carpool or vanpool mode after utilizing the incentive.

Key Action Item: Participate in SamTrans “Last Mile” Program providing subsidized short-range vanpools for employers.

Try Transit Incentive Program

Goal: Increase ridership on Caltrain, SamTrans, BART

Objectives: a) increase the number of participants in Try Transit by 10% annually; b) retain 70% or more of Try Transit Program participants in their use of public transportation.

Measure of Effectiveness for Incentive Programs: a) track the annual number of program participants by program with a goal of a 10% annual increase; b) continue follow-up surveys to measure changes in travel behavior and annually track reduction in peak period commute trips, vehicle miles travelled and emissions reduction.

Bike to Work Day

Goal: Participate in Bay Area wide event to promote the use of bicycling as a convenient form of commuting.

Objective: Increase the number of Bike to Work Day participants by 10% from the previous year.

3) Program Area 3 - Working with Public and Private Partners to Collaboratively Develop New Resources and Tools to Expand Transportation Alternatives

1. Funding and Resource Development
2. Development of Community-Based Mobility Services
3. Community Facilitation of Transportation Alternatives

Funding and Resource Development

Goals: a) Retain existing funding sources through successful project delivery; b) seek additional funding to address identified needs and plans developed in collaboration with SMCTD and C/CAG.

Objectives: a) work with partners to ensure 100% sustainability of existing funding; b) expand funding to meet identified needs and priorities.

Measures of Effectiveness: a) sustainability of existing funding resources; b) amount of additional new financial and other resources generated each year.

Key Action Items: Participate in Sustainable Communities Strategy discussions, Countywide Transportation Plan 2035 and Shuttle Business Practices Study working groups.

Development of Community-Based Mobility Services

Goal: Implementation of future community-based shuttles should be based on direct collaboration with SMCTD and a prioritized needs assessment.

Objective: The SMCTD Comprehensive Operations Analysis (SMCTD COA) should provide guidance to the cities and the Alliance on planning for future community-based shuttles that do not duplicate SamTrans local routes.

Measures of Effectiveness: C/CAG's efficiency standards for fixed-route service are cost per passenger of < \$6, and > 10 riders per service hour. For door-to-door services the benchmark goals are: cost per passenger of < \$15, and > two riders per service hour.

Key Action Items: Participate in SamTrans Service Plan meetings with SamTrans and Shuttle Business Practices Study.

Community Facilitation of Transportation Alternatives

Goal: Continue to expand exposure of Alliance programs in San Mateo County in a cost-effective manner.

Measures of Effectiveness: If cost effective, provide a means of tracking actual participation in Alliance programs.

4) Program Area 4 - Strengthening the Organization Capacity of the Alliance to Achieve Its Goals

1. Finance and Budget
2. Governance
3. Administration and Business Practices
4. Communication

Finance and Budget

Goal: Ensure the integrity of the financial reporting and budgeting process and increase operational efficiencies.

Key Action Item: Develop new performance measures to be presented to Board of Directors and included in Alliance Annual Report.

Governance

Goals: a) Ensure meaningful participation by each key constituency of the Alliance including employers, riders and public and private partners; b) continue to ensure that all new Board members receive full orientation to Alliance mission and goals, as soon as they are appointed to the Board; c) ensure that the Strategic Plan is monitored and updated on a regular basis.

Key Action Item: Strategic Plan updates to be provided to Alliance Board periodically, at least semi-annually.

Administration and Business Practices

Goals: a) Ensure adoption of new Alliance mission and assess all new programs and activities to maintain adherence to new mission; b) attract and retain quality employees; c) foster a culture of environmental stewardship and sustainability.

Key Action Items: Review/update staff wellness program, Personnel Policy, leadership development, succession plan and grant opportunities.

Communication

Goals: a) heighten awareness of the Alliance and create more powerful, compelling communications; b) increase employer participation in transportation demand management programs through communication efforts directly to San Mateo County employers to reach their employees.

Key Action Item: Media Plan to recommend/purchase advertising cost effectively.

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/County Association of Governments Board of Directors

From: Bicycle and Pedestrian Advisory Committee (BPAC)

Subject: Review and approval of Resolution 11-30 authorizing the adoption of the San Mateo County Transportation Development Act (TDA) Article 3 Program for Fiscal Year 2011/12 for \$1,138,972

(For further information contact John Hoang at 363-4105)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 11-30 authorizing the adoption of the San Mateo County Transportation Development Act (TDA) Article 3 Program for Fiscal Year 2011/12 for \$1,138,972.

FISCAL IMPACT

The Transportation Development Act (TDA) Article 3 funding for FY 2011/12 is estimated to be \$1,138,972. The Measure A funding administered by the Transportation Authority (TA) is \$4,504,003.

SOURCE OF FUNDS

- TDA Article 3 funds are derived from the following sources:
 - Local Transportation Funds (LTF), derived from a ¼ cent of the general sales tax collected statewide
 - State Transit Assistance fund (STA), derived from the statewide sales tax on gasoline and diesel fuel.
- Measure A funds are derived from a half-cent sales tax in San Mateo County.

BACKGROUND/DISCUSSION

The Metropolitan Transportation Commission (MTC) allocates TDA Article 3 funds to San Mateo County each fiscal year for bicycle and pedestrian projects. C/CAG is the designated agency that manages the TDA Article 3 funds for the County. For each funding cycle, C/CAG typically issue a “call for projects” requesting local San Mateo County jurisdictions to submit applications for pedestrian and bicycle related projects. Projects are then awarded funds through a project selection process. The San Mateo County Transportation Authority (TA) administers the Measure A funds. Three percent (3 %) of the Measure A sales tax revenues are set aside annually for the Pedestrian

ITEM 6.3

and Bicycle Program. Similar to C/CAG, the TA would also need to go through a project solicitation process to allocate Measure A funds.

Call for Projects

At the February 11, 2011 meeting, the Board approved a joint effort between C/CAG and the TA to issue a Joint Call for Projects (CFP) for the San Mateo County Bicycle and Pedestrian Program for FY 2012 and FY 2013. The purpose of the Joint CFP, which is planned as a biennial process, was to initiate one combined project solicitation process for TDA Article 3 and Measure A funds by having one application, one set of project evaluation criteria, and a coordinated project selection process with two evaluation panels. C/CAG would continue to use the BPAC and the TA would use an Evaluation Panel to prioritize the projects. TDA Article 3 and Measure A funds have different conditions that project sponsors would need to comply with in regards to restrictions on use of funds, project eligibility, project material submittals, reporting requirements, fund expirations, and reimbursement processes.

The Joint CFP for FY 2012 and FY 2013 was issued on February 14, 2011. A workshop was held on March 8, 2011 for potential project sponsors. Applications were due on March 17, 2011, and a total of 41 project applications were received from 18 different jurisdictions, including BART, requesting a total amount of \$11,168,653. At the March 24, 2011 BPAC meeting, project sponsors provided formal presentations of each project to the BPAC and the TA Evaluation Panel. The BPAC and TA Evaluation Panel members also completed site visits to 10 projects on April 9, 2011 (as noted on the Final Project Ranking table).

Project Evaluation and Selection

On April 28, 2011, the BPAC evaluated, scored, and ranked all 41 project applications. The project evaluation considered the following criteria: project's needs and effectiveness, whether the project is consistent with current plans and policies, support from the local communities, project's state of readiness, local match provided, and project's sustainability. The resulting list, which prioritized projects based on average scores, was the basis for establishing a list of projects recommended for TDA Article 3 funds. Independently, the TA Evaluation Panel also performed its own evaluation, scoring, and prioritization of the 41 projects and established a separate prioritization list. The TA's priority list would be the basis for the TA to identify projects to be funded by Measure A funds.

The two parallel evaluation processes resulted in two priority lists, one developed by the BPAC and one by the TA Evaluation Panel. C/CAG and TA staff reconciled the two priority lists to optimize both TDA Article 3 and Measure A funds taking into consideration project rankings on the respective priority lists, funds requested, and availability of funds from each funding sources. The reconciliation process resulted in one list of projects recommended for TDA Article 3 funds and a second list of projects recommended for Measure A funds. The selected projects were awarded either Measure A or TDA Art. 3 fund but not a combination of both.

For information, the TA Board at its July 7, 2011, approved a total of 16 projects for \$4,504,003 (an increase of \$1,584,003 from the original \$3,000,000 amount indicated in the Joint CFP).

BPAC Recommendation

At the July 28, 2011 meeting, the BPAC recommended to fund the following projects:

- Redwood City 2 – Brewster Ave. Bicycle Improvements: \$107,640
- Half Moon Bay 3 – Hwy 1 Trail Extension: \$250,000
- South San Francisco 6 – Pedestrian Crossing Improvement: \$98,000
- Menlo Park 1 – Alpine Rd Bike Lane Improvements: \$78,000
- San Mateo 1 – Downtown Bicycle Parking: \$98,783
- San Mateo 4 – Bay to Transit Trail – Phase I: \$312,000
- County of San Mateo 2 – Alpine Road Resurfacing and Bicycle Route: \$150,000
- County of San Mateo 2 – Crystal Springs Regional Trail: \$44,549 (partially funded)

The BPAC reversed the priority of the County’s Alpine Road and Crystal Springs projects, fully funding the Alpine Road project with the remaining funds going to the Crystal Springs project. The BPAC indicated that the Alpine Road project was important to the cycling community in addressing safety concerns.

Final Recommendation

Subsequently, the County requested that the total amount (\$194,549) awarded to the two County projects be applied solely to the Crystal Springs project since that project would highly leverage the TDA Art. 3 funds (planned match of \$850,000), the project ranked higher in the final BPAC ranking, and the project would help complete an uninterrupted non-motorized trail from the City of San Bruno to Town of Woodside.

Therefore, taking the County’s preference into consideration, the final San Mateo County TDA Article 3 FY 2011/12 Program recommendation totals seven (7) projects. All projects indicated below were fully funded with the exception of the County of San Mateo’s Crystal Springs project, which was partially funded based on the available TDA Article 3 program budget.

No.	Jurisdiction	Project Description	Funds Requested	TDA Funds Awarded
1	Redwood City 2	Brewster Ave. Bicycle Improvements	\$ 107,640	\$ 107,640
2	Half Moon Bay 3	Highway 1 Trail Extension - Seymour to Wavecrest Road	\$ 250,000	\$ 250,000
3	South San Francisco 6	Pedestrian Crossing Improvement at El Camino H.S.	\$ 98,000	\$ 98,000
4	Menlo Park 1	Alpine Road Bike Lane Improvements	\$ 78,000	\$ 78,000
5	San Mateo 1	Downtown Bicycle Parking	\$ 98,783	\$ 98,783
6	San Mateo 4	Bay to Transit Trail - Phase I	\$ 312,000	\$ 312,000
7	County of San Mateo 3	Crystal Springs Regional Trail South of Highway 92	\$ 231,827	\$ 194,549
TOTAL			\$ 1,176,250	\$ 1,138,972

Attached is a summary of the final San Mateo County Bicycle and Pedestrian Program for FY 2012 and FY 2013, listed in the order of the C/CAG BPAC ranking. The summary list also indicates which projects were awarded TDA Article 3 as well as Measure A funds.

Next Call for Projects

The C/CAG BPAC expressed the need to improve the process for next cycle, including improvements to the application, evaluation, scoring, and project selection process to assure that both Measure A and TDA Article 3 funds are optimized and top projects are selected.

ATTACHMENTS

- San Mateo County Bicycle and Pedestrian Program (FY 2012 and FY 2013) Summary
- Resolution 11-30
- San Mateo County TDA Article 3 Program for Fiscal Year 2011/12

**SAN MATEO COUNTY BICYCLE AND PEDESTRIAN PROGRAM
FY 2012 AND FY 2013
SUMMARY**

C/CAG Rank	Jurisdiction	Project Description	Funds Requested	TDA Art. 3 Funded	Measure A Funded
1	Half Moon Bay 2	Highway 1 Trail Extension - Ruisseau Francais to Roosevelt	\$ 250,000		X
2	Redwood City 2	Brewster Ave. Bicycle Improvements	\$ 107,640	X	
3	Half Moon Bay 3	Highway 1 Trail Extension - Seymour to Wavecrest Road	\$ 250,000	X	
4	Burlingame 1	Burlingame Ave. Downtown Pedestrian and Bicycle	\$ 300,000		X
5	San Mateo 2	Citywide Bicycle Striping and Signage	\$ 157,163		X
6	South San Francisco 6	Pedestrian Crossing Improvement at El Camino H.S.	\$ 98,000	X	
7	Menlo Park 1	Alpine Road Bike Lane Improvements	\$ 78,000	X	
8	San Mateo 1	Downtown Bicycle Parking	\$ 98,783	X	
9	Burlingame 2	East Side Bicycle Route Improvements	\$ 91,700		X
10	San Mateo 4	Bay to Transit Trail - Phase I	\$ 312,000	X	
11	Burlingame 3	West Side Bicycle Route Improvements	\$ 168,700		X
12	County of San Mateo 3*	Crystal Springs Regional Trail South of Highway 92	\$ 231,827	X	
13	County of San Mateo 2	Alpine Road Resurfacing and Bicycle Route	\$ 150,000		
14	South San Francisco 2	E. Grand Ave. Bike Lanes	\$ 337,400		
15	East Palo Alto 2	101 Pedestrian/Bicycle Overcrossing	\$ 300,000		X
16	Redwood City 3	Hudson St. Bicycle and Pedestrian Improvements	\$ 532,640		X
17	Half Moon Bay 1	Main St Bridge Bike Lanes and Sidewalks	\$ 500,000		X
18	San Mateo 3	Hillsdale/US 101 Bridge	\$ 480,000		X
19	South San Francisco 5	Sharrows and Striping Program	\$ 81,200		X
20	San Bruno 2	Transit Corridor Pedestrian Connection	\$ 350,000		X

C/CAG Rank	Jurisdiction	Project Description	Funds Requested	TDA Art. 3 Funded	Measure A Funded
21	Woodside	School Safety Improvements	\$ 21,600		X
22	Millbrae	Millbrae Class III Bike Signage	\$ 70,000		
23	Daly City	Lake Merced Blvd In-Pavement Crosswalk	\$ 77,000		X
24	San Carlos 2	101/Holly St. Grade Separated Path	\$ 100,000		X
25	Redwood City 1	Brewster Ave. Pedestrian Improvements	\$ 734,000		X
26	South San Francisco 1	Junipero Serra Blvd. Sidewalk	\$ 413,000		
27	Pacifica 3	Pacifica Headlands Trail	\$ 360,000		X
28	Belmont	Ralston Avenue Pedestrian Route Improvements	\$ 250,000		
29	San Carlos 1	San Carlos Ave. Bicycle and Pedestrian Improvements	\$ 67,250		
30	South San Francisco 3	Alta Loma Stairs Bike Ramp	\$ 245,000		
31	Redwood City 4	Massachusetts Ave. School Crosswalk In-Roadway Warning	\$ 110,250		
32	Brisbane	Retrofit Safety Systems at School Crossings	\$ 60,000		
33	Pacifica 1	Various School Illuminated Crosswalk	\$ 108,000		
34	BART	BART Bicycle Lockers	\$ 140,000		
35	South San Francisco 4	El Camino Real Sidewalk at Kaiser Permanente	\$ 665,000		
36	Colma	Hillside Blvd Beautification	\$ 574,000		
37	East Palo Alto 1	Pedestrian and Bicycle Trail Network Expansion	\$ 191,500		
38	Pacifica 2	400 Esplanade Trail	\$ 220,000		
39	San Bruno 1	Bicycle and Pedestrian Master Plan	\$ 75,000		
40	County of San Mateo 1	Mirada Road Rehabilitation and Bicycle Trail	\$ 1,800,000		
41	Menlo Park 2	Citywide Wayfinding Signage	\$ 12,000		
TOTAL AMOUNT REQUESTED			\$ 11,168,653		

* Partially funded

RESOLUTION 11-30

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE ADOPTION OF THE SAN MATEO COUNTY TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3 PROGRAM FOR FISCAL YEAR 2011/12 FOR \$1,138,972

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that

WHEREAS, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Transportation Development Act (TDA) Article 3 Program for San Mateo County; and

WHEREAS, C/CAG has developed a TDA Article 3 Program for Fiscal Year (FY) 2011/12 based on recommendation by the Bicycle and Pedestrian Committee (BPAC); and

WHEREAS, C/CAG has undertaken a process that complies with the Metropolitan Transportation Commission (MTC) Resolution No. 875 (Revised); and

WHEREAS, C/CAG has accepted and approved scoring and ranking process conducted by the BPAC; and

WHEREAS, C/CAG has considered the final recommendation of said BPAC; and

WHEREAS, C/CAG has voted to adopt the TDA Article 3 Program for FY 2011/12.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to adopt the TDA Article 3 Program for FY 2011/12.

PASSED, APPROVED, AND ADOPTED THIS 11th DAY OF AUGUST 2011.

Bob Grassilli, Chair

**SAN MATEO COUNTY
TRANSPORTATION DEVELOPMENT ACT (TDA) ARTICLE 3
PROGRAM
FISCAL YEAR 2011/12**

No.	Jurisdiction	Project Description	Funds Requested	TDA Funds Awarded
1	Redwood City 2	Brewster Ave. Bicycle Improvements	\$ 107,640	\$ 107,640
2	Half Moon Bay 3	Highway 1 Trail Extension - Seymour to Wavecrest Road	\$ 250,000	\$ 250,000
3	South San Francisco 6	Pedestrian Crossing Improvement at El Camino H.S.	\$ 98,000	\$ 98,000
4	Menlo Park 1	Alpine Road Bike Lane Improvements	\$ 78,000	\$ 78,000
5	San Mateo 1	Downtown Bicycle Parking	\$ 98,783	\$ 98,783
6	San Mateo 4	Bay to Transit Trail - Phase I	\$ 312,000	\$ 312,000
7	County of San Mateo 3	Crystal Springs Regional Trail South of Highway 92	\$ 231,827	\$ 194,549
TOTAL			\$ 1,176,250	\$ 1,138,972

C/CAG AGENDA REPORT

Date: August 11, 2011
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Receive an update on ramp metering turn-on along southbound I-280 (during morning commute hours) between Daly City and San Bruno

(For further information or questions contact Sandy Wong at 599-1409)

RECOMMENDATION

That the C/CAG Board receive an update on ramp metering turn-on along southbound I-280 (during morning commute hours) between Daly City and San Bruno, at the following on-ramps: John Daly Blvd, Sullivan Ave/D Street, Northbound Route 1, Hickey Blvd, Westborough Blvd, and Avalon Drive.

FISCAL IMPACT

None.

SOURCE OF FUNDS

NA.

BACKGROUND/DISCUSSION

Current Activities (along Southbound I-280 between San Bruno and Daly City)

It is proposed to turn on metering lights at the following six **southbound** on-ramps along I-280 starting from August 30, 2011:

John Daly / Knowles Ave diagonal on-ramp
Sullivan Ave / D Street collector on-ramp
Northbound State Route 1 collector on-ramp
Hickey Blvd diagonal on-ramp
Westborough Blvd diagonal on-ramp
Avalon Drive diagonal on-ramp

In 2009, MTC, Caltrans, and C/CAG partnered in a grant from the American Recovery and Reinvestment Act (ARRA) to provide funding for a capital project to install metering equipment along Southbound I-280 between Daly City and San Bruno. In early 2011, in anticipation of the completion of that capital project, staff from C/CAG, Caltrans, and MTC met and developed a workplan to prepared

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the metering lights turn-on. MTC took the responsibility of funding and retaining consultant services to provide traffic data collection and technical analysis for metering rate plan development. The San Mateo County Ramp Metering Technical Committee (RMTC) was reconvened in April 2011. Representatives from the Cities of Daly City, Colma, San Bruno, South San Francisco, and Burlingame participated in RMTC meetings. The committee has agreed on the target date of August 30, 2011 to turn on the meters along the southbound I-280 in the morning commute hours.

As was done for the locations where meters were already turned on, "end of queue" detectors will be in place at the above six on-ramps in order to maintain the principle of "ensure that queues from metered ramps do not impede operation of local streets and intersections or block access to private property". In addition, "before" and "after" monitoring at selected local streets and intersections near the metered on-ramps will be conducted to assess any impacts to local streets. City representatives in the Ramp Metering Technical Committee will review and provide guidance on monitoring activities.

Prior Actions

As part of the adoption of the Countywide Congestion Relief Plan by C/CAG on February 14, 2002, C/CAG was authorized to be the Countywide entity responsible for determining if, when, and how a ramp metering program would be implemented in San Mateo County. This decision included authorizing C/CAG as the organization to enter into the agreement with Caltrans to establish the parameters for the program for the entire corridor. In 2003, as part of the Countywide Congestion Relief Plan, the C/CAG Board approved a study of the impacts of a Ramp Metering Program along the Peninsula Corridor. As a result of the study the Board concluded on February 10, 2005 that ramp metering has the potential to have overall positive benefits on travel times throughout the study area (the entire Route 101 corridor and the Route 280 corridor north of Route 380).

In November 2006, C/CAG approved a Memorandum of Understanding (MOU) with California Department of Transportation (Caltrans) for the implementation of the Ramp Metering Program on US 101 from Santa Clara County Line to San Francisco County Line and on I-280 from I-380 to San Francisco County. A Ramp Metering Technical Committee (RMTC) with representatives from all involved agencies staff was also formed to make technical decisions.

In February 2007, metering lights were successfully turned on along US 101 between University Ave and Hillsdale Blvd. In October 2008, metering lights were successfully turned on along Northbound I-280 between Daly City and San Bruno.

Future Phase

A capital project, funded and sponsored by the California Department of Transportation, to install metering equipment to fill the gaps along US 101 between SR 92 and the San Francisco County Line is currently in the design stage. It is anticipated the San Mateo County Ramp Metering Technical Committee (RMTC) will be reconvened to plan the metering turn-on along that segment when the construction project is finished.

ATTACHMENT

None.

C/CAG AGENDA REPORT

Date: August 11, 2011

To: City/ County Association of Governments of San Mateo County

From: Richard Napier, Executive Director

Subject: Executive Director Presentation on C/CAG's FY 10-11 Performance.

(For further information or questions contact Richard Napier at 599-1420)

A verbal report will be provided at the meeting.

John Langbein
152 Oakfield Ave
Redwood City, CA 94061
John_Langbein@yahoo.com

June 24, 2010

Tom Kasten, Chairperson, C/CAG
Rosanne Foust, Chairperson, TA
board@smcta.com
Richard Napier, Executive Director, C/CAG
rnapiet@co.sanmateo.ca.us
Michael Scanlon, Executive Director, TA
Carole Groom, President, Board of Supervisors
bos_webmaster@co.sanmateo.ca.us

Subject: Ranking of future proposals for Bike/Ped funding from TA and TDA

On May 31, 2011, I addressed the Citizens Advisory Committee to the Transportation Authority. I would like to distribute widely my message to those who can affect the changes in the way that bicycle and pedestrian projects proposals are ranked and eventually funded. Below, I restate my remarks that I made to the CAC.

Comments to Citizens Advisory Committee – May 2011

I've been a cyclist for more than 40 years of which 30 have been in San Mateo County. I have been following bicycle issues in this County for much of this time. Over time, I have gained a lot of experience with respect to bicycle facilities; as to what works and what doesn't.

Lately, I have been keeping informed on the distribution of combined TDA and TA bike-ped money. Although tiny compared to money devoted in support to the motor vehicle, I like to see that we get the most value out from that money. Until this last cycle of the distribution of bike/ped funding at the County level, San Mateo County has had a good system for evaluating bike/ped proposals; one that is open to the public and uses the expertise from a number of cyclists and pedestrian advocates who have served on the C/CAG BPAC and its predecessor.

Although the C/CAG BPAC evaluated and ranked some 40 project proposals in a public meeting in April, I understand that the TA evaluated and ranked the same proposals but using their own employees in a non-public meeting. Likewise, the reconciliation between the two sets of rankings was done by C/CAG and TA employees in a closed meeting. It is hard to believe that a substantial number of these employees have the equivalent expertise provided by the bike/ped advocates that are found on the BPAC.

In the late 1980s and 1990s, I was a member (and one year, it chairperson) of the County BPAC. We evaluated TDA projects each year not only reading the proposals, but by visiting each project site. In addition, we provided feedback for improving these proposals such that they would successfully address a problem than needed a solution. Key to our decisions was a very

ITEM 9.1

clear understanding of the details of the proposed project how those details could impact the success of the final project. Our recommendations were always approved by the parent body; first the Board of Supervisors, then C/CAG. I believe that these governing bodies had faith in our decisions since we did our homework throughly.

I would like to see this practice continued County-wide with respect to bike/ped issues. Having a single body made up of bike/ped enthusiasts and a mix of elected officials seems to work well. I strongly suggest that the TA and C/CAG merge the existing BPAC into one body that reports to both boards. In addition, I would like to see that BPAC charter be changed such that it is allowed to be more pro-active bringing issues to the attention of the County, C/CAG, and the TA. Finally, I would like to see that the County hire a full-time bicycle/ped coordinator. San Mateo only needs to look to its neighbor to the south as a model. It isn't perfect, but I believe it is better than the current situation.

Although the current cycle of TA and TDA funding is complete, I would like to see that the TA, C/CAG, and County get together to implement the above suggestions well before the next cycle of funding for bicycle and pedestrian projects.

Sincerely,

John Langbein

cc: Matt Grocott, Chair, C/CAG – BPAC
Councilmatt@aol.com
Silicon Valley Bicycle Coalition
Bike San Mateo County

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July 6, 2011

Nancy Patton, Assistant Executive Director
Commission on State Mandates
980 Ninth Street, Suite 300
Sacramento, CA 95814

**Re: Test Claim No. 10-TC-01
Request for Extension of Time to Submit Written Rebuttal Comments**

Dear Ms. Patton:

We are writing on behalf of the County of San Mateo, the San Mateo County Flood Control District, the Cities of Belmont, Brisbane, Burlingame, Daly City, East Palo Alto, Foster City, Half Moon Bay, Menlo Park, Millbrae, Pacifica, Redwood City, San Bruno, San Carlos, San Mateo, and South San Francisco, and the Towns of Atherton, Colma, Hillsborough, Portola Valley, and Woodside (hereinafter the "Claimants") to respectfully request an extension of time to submit written rebuttal comments to the response to Test Claim No. 10-TC-01 submitted by the San Francisco Bay Regional Water Quality Control Board (hereinafter "Regional Board") and the California Department of Finance (hereinafter "Department of Finance").

The Executive Director of the Commission on State Mandates may grant a request for extension filed by a party for "good cause." (2 Cal. Code Regs. § 1183.01(c)(1)(B).) Under California Code of Regulations, title 2, section 1181.1, subdivision (h), good cause:

may include, but is not limited to, the following factors: (1) the number and complexity of the issues raised; (2) a party is new to the case, or other counsel is needed; (3) the individual responsible for preparing the document has other time-limited commitments during the affected period; (4) the individual responsible for appearing at the hearing has other time-limited commitments; (5) illness of a party; (6) a personal emergency; (7) a planned vacation that cannot reasonably be arranged; (8) a pending public records request; and (9) any other factor, which in the context of a particular claim shows good cause.

The Regional Board's response to the Test Claim consisted of a 65 page response letter, which was accompanied by 4,737 pages of exhibits. The vastness of this submittal demonstrates the number and complexity of the issues raised by the Regional Board's response.

Furthermore, the Claimants require their staff and declarants to review the Regional Board's lengthy response. Many of these witnesses have other time-limited commitments that have made review of the response impracticable to complete by July 18, 2011.

Additionally, the County of Santa Clara and the City of San Jose have requested and received extensions to submit written rebuttal comments. As we understand from the Commission on State

Mandates Staff, all Test Claims relating to the Municipal Regional Storm Water Permit will be heard together. Accordingly, even if the San Mateo County jurisdictions submitted a response in the time frames specified in the Commission's regulations, the San Mateo test claim would not be decided within the timelines for processing test claims set out in section 1183.01(b) of the Commission's regulations. So we do not believe that an extension will affect the timing for completing the Test Claim process.

For the reasons set forth above, the Claimants respectfully request that the due date for filing written rebuttal comments to Test Claim No. 10-TC-01 be extended to September 16, 2011.

Sincerely,



Richard Napier, Executive Director
City/County Association of Governments of San Mateo County

GJN:srm
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July 6, 2011

Hon. Kevin Mullin, Mayor
City of South San Francisco
400 Grand Avenue
South San Francisco, CA 94080

Dear Mayor Mullin:

RE: C/CAG Board Review/Action on the City of South San Francisco *El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment*

At its Regular Meeting on June 9, 2011, the CCAG Board of Directors, acting as the Airport Land Use Commission, unanimously determined that the relevant content of the *El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment* are consistent with (1) the relevant recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5, (3) the applicable airport/land use compatibility criteria contained in the 1996 *San Mateo County Comprehensive Airport Land Use Plan (CLUP)*, as amended, for the environs of San Francisco International Airport, and (4) the relevant content of the preliminary draft CLUP update for the environs of San Francisco International Airport (April 2011), based on the following conditions:

1. **Airport Influence Area (AIA) Boundary.** At the time that the C/CAG Board formally adopts the Airport Influence Area (AIA) boundary for the environs of San Francisco International Airport, as part of the pending CLUP update, the City of South San Francisco shall coordinate with C/CAG to ensure that all future planning activities in the City adhere to the then applicable AIA boundary configuration and the related airport land use compatibility review process.
2. **Height Limits/Critical Airspace Protection Surface Limits.** The City of South San Francisco shall coordinate with San Francisco International Airport staff to ensure that the finished height (highest structural element) of future development in the Planning Area shall not penetrate the critical airspace surfaces defined by (1) the United States Standard for Terminal Instrument Procedures (TERPS), per CFR Part 77 Section 77.23 and by (2) One-Engine Inoperative (OEI) procedures applicable to aircraft departures on Runways 28L/R at San Francisco International Airport prior to approval of such development.
3. **Aircraft Noise Impacts.** The City of South San Francisco shall ensure that all future development in the Planning Area complies with the interior noise level requirements of the 2010 California Building Code and the noise limits specified in the Noise Element of the *South San Francisco General Plan* related to aircraft noise prior to approval of such development.
4. **Safety/Hazards to Aircraft in Flight.** The City of South San Francisco shall ensure that all future development in the Planning Area does not include any of the following hazards to aircraft in flight, prior to approval of such development:

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**C/CAG Board Action Letter to the Hon Kevin Mullin, Mayor, City of South San Francisco,
Re: Review/Action on the City of South San Francisco *El Camino Real/Chestnut Avenue Area Plan
and Associated General Plan Amendment and Zoning Ordinance Amendment*
July 6, 2011**

Page 2 of 3

- a. Sources of glare, such as highly reflective building materials or bright lights, including search lights, laser displays, etc.
 - b. Distracting lights that could be mistaken for airport identification lighting, runway edge lighting, runway end identification lighting, or runway approach lighting.
 - c. Sources of dust, smoke, water vapor, or steam that may impair visibility.
 - d. Sources of electrical/electronic interference that could interfere with aircraft communications or navigation equipment.
 - e. Features or elements that create an increased attraction for wildlife, particularly flocks of birds, that is inconsistent with FAA rules and regulations, including but not limited to FAA Order 5200.5A, *Waste Disposal Sites On or Near Airports*, FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants On or Near Airports*, and any successor or replacement orders of advisory circulars.
5. **Real Estate Disclosure.** Amend the text in Chapter 2 - Land Use, Chapter 8 – Noise, or elsewhere in the *South San Francisco General Plan* to address state-mandated real estate disclosure, as follows:

“All real estate transactions within the preliminary airport influence area (AIA) boundaries for San Francisco International Airport (Areas A and B), as shown in the preliminary draft CLUP update for the environs of San Francisco International Airport (April 2011), are subject to the real estate disclosure requirements of Chapter 496, Statutes 2002.”

6. **Compliance with California Government Code 65302.3, Re: General Plan Consistency With Comprehensive Airport Land Use Compatibility Plan (CLUP).**

Include the following text in the City Council resolution that adopts the proposed *El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment*:

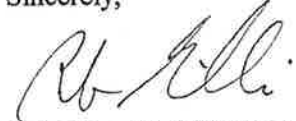
“The goals, polices, and other relevant content contained in the *El Camino Real/Chestnut Avenue Area Plan and Associated General Plan Amendment and Zoning Ordinance Amendment* do not conflict with the with (1) the relevant guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5, (3) the applicable airport/land use compatibility policies and criteria contained in the 1996 *San Mateo County Comprehensive Airport Land Use Plan* document, as amended, for the environs of San Francisco International Airport and (4) the relevant content of the preliminary draft CLUP update for the environs of San Francisco International Airport (April 2011).”

**C/CAG Board Action Letter to the Hon Kevin Mullin, Mayor, City of South San Francisco,
Re: Review/Action on the City of South San Francisco *El Camino Real/Chestnut Avenue Area Plan
and Associated General Plan Amendment and Zoning Ordinance Amendment*
July 6, 2011**

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We wish to acknowledge and thank Michael Lappen, of your Economic and Community Development Department staff, for his assistance to C/CAG staff regarding this review. Thank you for your agency's participation and cooperation in the state-mandated airport land use compatibility review process.

Sincerely,



Bob Grassilli, C/CAG Chairperson

cc: C/CAG Board Members
Michael Lappen, City of South San Francisco Economic and Community Development Department
David F. Carbone, C/CAG Staff

ccagactionletterSSF Mullin ElCaminoRealChestnutGPA0611.doc

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June 21, 2011

Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607

Attention: Steve Heminger, Executive Director

Subject: One Bay Area Grant Proposal

Dear Mr. Heminger;

I want to compliment you and the MTC staff for the One Bay Area Grant Proposal. This is a much more effective way for MTC to implement important policies. I also appreciate the opportunity to have input to this process. Unfortunately I cannot attend the 6/22/11 meeting, since I will be at the California Transportation Committee Meeting in Long Beach. If possible I would like to call in to the meeting. However, I wanted to share these thoughts and suggestions.

- 1- MTC's focus of "Fix It First" or maintenance of the existing system should be considered as part of the One Bay Area Grant development.
- 2- The program needs to be kept simple and flexible. Give the CMA's flexibility to address their unique situation within broad guidelines. Keep in mind that the MTC Commissioners are also on the CMA Boards.
 - a- Provide flexibility within and between programs with no limitations. No 20% limit between programs as per Cycle 1. Hopefully this is your intent.
- 3- It is important to stay focused on the policy you want implemented and not be distracted or concerned about the specific project implemented with the incentive. The project is the reward to the jurisdictions for implementing the MTC policy and not the MTC objective. The policy implementation is what MTC wants done and the project is what the City/ County wants with the incentive. There should be little to no conditions on the incentive. Too many conditions on the incentive it is no longer an incentive.

There should not be a one to one direct connection between a PDA's growth and a specific project. Rather, the overall investments in a PDA jurisdiction should be commensurate with its overall growth.

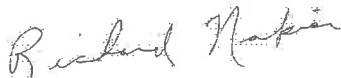
- 4- Do not make assignments to specific PDA's. Let the CMA's make that determination. I believe this has already been addressed in the revised proposal. I would set a PDA target of no more than 50%. Specifying too high a number will limit your ability to achieve the primary target which is the development of housing. **ITEM 9.4**
 - a- The funding will be provided to a PDA jurisdiction that provides the housing, but whether it is used in the PDA is up to the discretion of the jurisdiction.

Rationale is in accordance with Comment 2.

- 5- In meeting the requirements it should be evaluated across the total One Bay Area Grant and not at the individual programs.
- 6- As Mayor Green said at the previous meeting no funds should be provided unless a housing unit or specific task has been completed. While the number of housing units should be a key measurement I think MTC should also be open to other actions such as rezoning, specific plans etc. One of the reasons these other factors need to enter in to the equation is that there would likely be an administration problem with timely use of the funds if it was focused solely on housing built. This is due to the time it takes to get housing under construction.
- 7- The detailed CMA implementation could be submitted to and approved by MTC staff within the broad guidelines.

Your consideration of these comments in developing One Bay Area Grant is appreciated. If there are any questions please contact Richard Napier at 650 599-1420.

Sincerely,



Richard Napier
Executive Director
City/ County Association of Governments

cc: Kevin Mullin - MTC Representative
Adrienne Tissier - MTC Representative
Doug Kimsey - MTC Staff

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July 25, 2011

Mr. Peter Rogoff, Administrator
U.S. Department of Transportation
Federal Transit Administration
1200 New Jersey Avenue, SE
Washington, DC 20590

**RE: FTA Section 5309 Bus and Bus Facilities Livability Program Grant Application
San Carlos Multi-Modal Transit Center Project**

Dear Mr. Rogoff,

On behalf of the City/County Association of Governments of San Mateo County (C/CAG), I am writing to express support for the San Mateo County Transit District's application for the San Carlos Multi-Modal Transit Center Project for the FTA Section 5309 Bus and Bus Facilities Livability Initiative grant program.

The Transit Center Project will provide public transit benefits and improve pedestrian safety and access to transit. With the grant program funds, the Transit Center Project will improve multi-modal transit connectivity with the addition of new bus and shuttle stops, a passenger drop-off area, and bus, shuttle, and taxi layover/queuing spaces at the San Carlos Caltrain station. The Transit Center Project is also a vital component of the planned San Carlos Transit Village, which is a transit oriented development with residential and mixed commercial uses served by Caltrain and SamTrans transit services. Transit Oriented Development (TOD) is one of C/CAG's priority programs to link transportation with land use.

We believe that the Transit Center Project is well positioned to improve transit accessibility given its immediate proximity to SamTrans bus and shuttle services and the San Carlos Caltrain station, as well as the future planned Transit Village. C/CAG supports the Transit Center Project and the San Mateo County Transit District's grant request for these crucial transit access improvements.

Thank you for your consideration.

Sincerely,



Richard Napier
Executive Director

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July 27, 2011

Ms. Audrey Park
San Francisco International Airport
Bureau of Planning and Environmental Affairs
P.O. Box 8097
San Francisco, CA 94128

Dear Ms. Park:

RE: C/CAG Airport Land Use Committee (ALUC) Staff Comments on the Relevant Content of a Draft Environmental Assessment (EA) for the Proposed Runway Safety Area (RSA) Program at San Francisco International Airport June 2011

Thank you for the opportunity to review and comment on the above-referenced document. I found the document well written and very comprehensive. My specific comments address two issues related to implementation the proposed RSA project: (1) aircraft noise contours and (2) airspace protection surfaces.

Aircraft Noise Contours

The aircraft noise analysis in the Draft EA addresses future aircraft noise exposure in 2015 and 2020 for the No Project Alternative and the Proposed Project Alternative.

1. How does the aircraft noise analysis for those years relate to the Airport's current effort to update its FAR Part 150 Noise Exposure Maps (NEMs: baseline and five year projection) as required by the FAA? The Airport's most current FAA-accepted NEMs are for 2001 and 2006.
2. Which set of noise contours (the pending NEM update contours or the contours for 2015 and 2020 contained in the Draft EA for the RSA Program) should the Airport Land Use Commission (C/CAG Board of Directors) use in the current update of the comprehensive airport land use compatibility plan (CLUP) for the environs of San Francisco International Airport?

Airport Land Use Committee

ALUC Chairperson:
Richard Newman
Aviation Representative

ALUC Vice Chairperson:
Ann Keighran, Council Member
City of Burlingame, California

C/CAG Airport Land Use Committee (ALUC) Staff:
David F. Carbone, Transportation Systems Coordinator/Airport Environs
Planning, County of San Mateo Planning and Building Department

**Letter to Audrey Park, Re: C/CAG Airport Land Use Committee (ALUC)
Staff Comments on the Relevant Content of a Draft Environmental Assessment
(EA) for the Proposed Runway Safety Area (RSA) Program at San Francisco
International Airport
July 27, 2011**

Page 2 of 3

3. The aircraft noise contour maps shown in Figures 4.2-5 and 4.2-6 in the Draft EA include very useful detail of the configuration of the 65 dB CNEL contour with the No Action Alternative and the 65 dB CNEL contour with the Proposed Action Alternative. However, the Draft EA does not include similar figures that show the configuration of the 65 dB CNEL No Action Alternative contour and the 65 dB CNEL Proposed Action Alternative contour on the departure end of Runways 28 in Daly City. At this location, it appears that the 65 dB CNEL contour is longer and has a slightly different end shape in 2020 for both the No Action Alternative and the Proposed Action Alternative than the 65 dB CNEL contour for both alternatives in 2015. Inclusion of a detailed graphic of the configuration of the 65 dB CNEL contour in the Daly City/South San Francisco area for both alternatives in both years similar to the analysis shown in Figures 4.2-5 and 4.2-6 would be very useful for current and future land use planning in that area.

Airspace Protection Surfaces

The next to last paragraph on p. 5-3 states the following:

“For the purposes of describing the resultant changes in the location and vertical height of the overlying 14 CFR Part 77, Civil Airport Imaginary Surfaces that would be affected by the proposed extension of Runways 10R and a shift of Runways 1L and 1R, the discussions of those respective height changes are limited to the assessment of the approach surfaces only.”

- 1 The imaginary surfaces described in 14 CFR Part 77 also include Transitional Surfaces. These 7:1 surfaces are attached to both sides of the Approach Surfaces. Per the text above, the Draft EA does not mention the Transitional Surfaces. How does the lower vertical change in the Approach Surfaces for Runways 10R, 1L, and 1 R, as shown in Figures 5-2, 5-3, and 5-4 affect the size and configuration of the Transitional Surfaces? If there is no change in the configuration of the Transitional Surfaces for the Proposed Action Alternative, the text in the Draft EA should say so. If there is a change in the configuration of the Transitional Surfaces from the Proposed Action Alternative for any runway end, the Draft EA should include descriptive text and a graphic for each one that illustrates the changes.

**Letter to Audrey Park, Re: C/CAG Airport Land Use Committee (ALUC)
Staff Comments on the Relevant Content of a Draft Environmental Assessment
(EA) for the Proposed Runway Safety Area (RSA) Program at San Francisco
International Airport
July 27, 2011**

Page 3 of 3

- 2 In addition to the imaginary surfaces in 14 CFR Part 77, there are also airspace protection surfaces established in accordance with FAA Order 8260.3B, *U.S. Standards for Terminal Instrument Procedures (TERPS)* that apply to the runway configuration at San Francisco International Airport. The Draft EA is silent on the potential RSA impacts related to these surfaces. How does implementation of the RSA program affect the TERPS surfaces?
- 3 The text in the Draft EA does not indicate if the lower Approach Surfaces in the Proposed Action Alternative create any obstructions (man-made or physical) in the runway approach paths. This is especially important in the 23-foot lower approach path to Runway 10R (over Daly City, South San Francisco, and San Bruno) (see Figure 5-2) and the 22.5 foot lower approach path to Runway 1L (over Millbrae and Burlingame) (see Figure 5-3). This information would be very useful to the airlines, the FAA, and the affected cities.

Thank you for the opportunity to review and comment on the relevant content of the *Draft Environmental Assessment (EA) for the Proposed Runway Safety Area (RSA) Program at San Francisco International Airport June 2011*. If you have any questions, please contact me at 650/363-4417 (direct number) or via email at dcarbone@co.sanmateo.ca.us

Sincerely,



David F. Carbone,
C/CAG Airport Land Use Committee (ALUC) Staff

cc: Richard Napier, C/CAG Executive Director
Richard Newman, C/CAG Airport Land Use Committee (ALUC) Chairperson
C/CAG Airport Land Use Committee (ALUC) Members
Jim Eggemeyer, Community Development Director, San Mateo County

