

# 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. 250

- DATE:** Thursday, October 11, 2012
- 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>

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- 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 Presentation on Water from Bay Area Water Supply and Conservation Agency - Art Jenson
- 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. 249 dated September 13, 2012.

ACTION p. 1

- 5.2 Review and Approval of the Appointments of Jay Walter from San Carlos and Brian McMinn from South San Francisco to fill seats on the Congestion Management Program Technical Advisory Committee (CMP TAC). ACTION p. 7
- 5.3 Contracts approved by the C/CAG Chair and Executive Director in accordance with the C/CAG Procurement Policy. INFORMATION
- 5.3.1 C/CAG Chair executed a contract with DKS Associates for \$49,000 for professional services for the Countywide Transportation Plan Update. p. 11
- 5.3.2 Executive Director executed a contract with iKorb for \$15,000 for professional services for supporting the San Mateo County Energy Watch website. p. 17
- 5.3.3 Executive Director executed a contract with William Klein for \$5,000 for professional services for supporting the San Mateo County Energy Watch. p. 27
- 5.3.4 Executive Director executed a contract with Climate Corps Bay Area for an AmeriCorps volunteer for the San Mateo County Energy Watch program for \$17,500. p. 33
- 5.4 Review and approval of Resolution No. 12-61 authorizing the C/CAG Chair to execute a funding agreement with the County of San Mateo Department of Public Works and Parks to provide C/CAG with funding to assist in the preparation of an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$50,000. ACTION p. 43
- 5.5 Review and approval of Resolution No. 12-62 authorizing the C/CAG Chair to execute a funding agreement with the State of California Department of Transportation (CAAP NO.: SM-1-10-1) to provide C/CAG with funding to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$135,000. ACTION p. 47
- 5.6 Review and approval of Resolution 12-59 authorizing the C/CAG chair to execute Amendment No. 2 to the Agreement with Mokhtari Engineering Inc. for an additional \$240,000 for a new amount not to exceed \$490,000 and a 18 month time extension for project management services on the Smart Corridors Project, and approval to waive the Request for Proposal (RFP) process. ACTION p. 55

*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 policies, priorities, positions, and legislative update.  
(A position may be taken on any legislation, including legislation not previously identified.) ACTION p. 67
- 6.2 Review and approval of Resolution 12-60 authorizing the acceptance of \$2,000,000 to perform

the High-Occupancy Vehicle lane (HOV) Hybrid Study on US 101 from Whipple to south of the I-380 interchange. ACTION p. 71

- 6.3 Introduction and Public Hearing for the update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of San Francisco International Airport.
  - 6.3.1 Presentation, Public Hearing, and introduction of recommendation from the Airport Land Use Committee for adoption of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. ACTION p. 77
  - 6.3.2 Presentation, Public Hearing, and introduction of recommendation from the C/CAG Airport Land Use Committee for adoption and certification of the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport. ACTION p. 91
- 6.4 Review and approval of a Call for Projects for the One Bay Area Grant Congestion Mitigation and Air Quality (CMAQ) funds consisting of the Bicycle and Pedestrian Improvement Program and Transportation for Livable Communities (TLC) Program. ACTION p. 105

## 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](mailto:nblair@co.sanmateo.ca.us) or download a copy from C/CAG's website – [www.ccag.ca.gov](http://www.ccag.ca.gov).

## 10.0 CLOSED SESSION

Public Employee Appointment

Title: Executive Director

## 11.0 ADJOURN

Next scheduled meeting: November 8, 2012 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

October 11, 2012 Legislative Committee - SamTrans 2<sup>nd</sup> Floor Auditorium - 4:00 p.m.  
October 11, 2012 One Bay Area Grant Workshop 2<sup>nd</sup> Floor Auditorium - 5:00 p.m.  
October 11, 2012 C/CAG Board - SamTrans 2<sup>nd</sup> Floor Auditorium - 6:30 p.m.  
October 12, 2012 Resource Management and Climate Protection Committee (RMCP)  
October 16, 2012 NPDES Technical Advisory Committee - to be determined - 10:00 a.m.  
October 18, 2012 CMP Technical Advisory Committee - SamTrans 2<sup>nd</sup> Floor Auditorium - 3:00 p.m.  
Conference Room C - 7:00 p.m.  
October 22, 2012 Administrators' Advisory Committee - 555 County Center, 5<sup>th</sup> Fl, Redwood City – Noon  
October 25, 2012 Bicycle and Pedestrian Advisory Committee (BPAC) - San Mateo City Hall -  
October 29, 2012 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.

# C/CAG

## CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

Meeting No. 249  
September 13, 2012

### 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  
Christine Wozniak - Belmont (6:35)  
Clarke Conway - Brisbane  
Terry Nagel - Burlingame, San Mateo County Transportation Authority  
David Canepa - Daly City  
Carlos Romero - East Palo Alto  
Art Kiesel - Foster City  
Naomi Patridge - Half Moon Bay  
Kirsten Keith - Menlo Park (6:35)  
Marge Colapietro - Millbrae  
Maryann Moise Derwin - Portola Valley  
Alicia Aguirre - Redwood City  
Irene O'Connell - San Bruno  
Bob Grassilli - San Carlos  
Brandt Grotte - San Mateo  
Karyl Matsumoto - South San Francisco, San Mateo County Transit District  
Deborah Gordon - Woodside

Absent,  
Colma  
Hillsborough  
Pacifica  
San Mateo County

Others:  
Richard Napier, Executive Director, C/CAG  
Sandy Wong, Deputy Director, C/CAG  
Nancy Blair, C/CAG  
Inga Lintvedt, C/CAG Legal Counsel  
Matt Fabry, C/CAG Staff  
John Hoang, C/CAG Staff  
Jean Higaki, C/CAG Staff  
Tom Madalena, C/CAG Staff  
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member  
Jim Cogan, PG&E

**ITEM 5.1**

Sepi Richardson, Brisbane  
John Ford, Alliance

### 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Jim Cogan, PG&E, provided an update on what PG&E is currently working on in San Mateo County. They are in construction on Line 109 replacement work in the south part of the County, they have started mobilization in doing work in the Hillsborough area, the golf course, and the Baywood Highlands Park area. They have a lot of replacement, hydro-testing valve automation work scheduled. PG&E is finishing up the valve automation job at Delaware and Birch in the City of San Mateo. PG&E thanks everyone on the C/CAG Board of Directors and the San Mateo County Community for being patient with PG&E's construction, as this has affected their commutes dramatically.

It was noted that the Isle of Man – Clean Tech Road Show is coming to Foster City on September 20, 2012. The Isle of Man is building an international network of clean tech experts. The event will afford the opportunity to connect leadership, technology, manufacturing and finance pieces of the proverbial 'clean tech puzzle'. In addition, it will also provide a platform for discussion on why the Isle of Man is considered a hub for trials of new clean technologies and describe the economic development opportunities for the Isle of Man, Silicon Valley, and the Bay Area.

### 4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 John Ford, Executive Director of the Peninsula Traffic Congestion Relief Alliance provided an overview on what the Alliance is, what they do, highlighted the benchmarks of the previous year, and outlined their strategic work plan for the current year. Mr. Ford answered questions.

### 5.0 CONSENT AGENDA

Board Member Matsumoto **MOVED** approval of Items 5.1, 5.3, 5.4, 5.5, and 5.6. Board Member Colapietro **SECONDED**. **MOTION CARRIED** 16-0-1. Board Member Keith abstained.

5.1 Approval of the Minutes of Regular Business Meeting No. 248 dated August 9, 2012.

**APPROVED**

5.3 Review and approval of Resolution 12-51 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for constructing a green street treatment retrofit project on Bransten Road for an amount not to exceed \$300,000.

**APPROVED**

5.4 Review and approval of the Independent Auditor's Reports and Schedule of Expenditures of Transportation Fund for Clean Air Program Manager Fund Projects for project period ended June 30, 2011.

**APPROVED**

5.5 Review and approval of Resolution 12-57 authorizing the C/CAG Chair to execute a cooperative agreement with San Mateo County Department of Housing for cooperative pursuit of housing solutions and to share costs for consulting and staff support services for FY2012-13 at a net cost to C/CAG of not to exceed \$125,000.

**APPROVED**

- 5.6 Review and approval of Resolution 12-58, authorizing stormwater pollution prevention expenditure programs for accumulated countywide \$4 Vehicle License Funds. APPROVED

Item 5.2 was removed from the Consent Calendar.

- 5.2 Review the attendance reports for the 2012 C/CAG Board and Committees. INFORMATION

Correction was made to the C/CAG Board of Directors Roster. Robert Ross is the Alternate for the City of San Mateo replacing the former Alternate Jack Mathews.

Board Member Grotte MOVED approval of Item 5.6. Board Member Nagel SECONDED.  
**MOTION CARRIED** 17-0.

## 6.0 REGULAR AGENDA

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

There was no C/CAG Legislation meeting for September.

The State Legislature adjourned the 2011-12 regular session on August 31, 2012. Staff provided a summary of issues of interest that C/CAG has been monitoring over the course of the final weeks. The Governor has until September 30 to either sign or veto legislation.

No action was taken.

## 6.2 Smart Corridor

- 6.2.1 Review and approval of the update on the implementation of the San Mateo County Smart Corridor project. ACTION

Board Member Carlson MOVED approval of Item 6.2.1. Board Member Aguirre SECONDED. **MOTION CARRIED** 16-0-1. Board Member Keith abstained.

- 6.2.2 Review and approval of Resolution 12-52 authorizing the C/CAG Chair to execute an agreement with Kimley-Horn and Associates, Inc. to provide all required software and hardware, including 5 years maintenance, for operation of all Smart Corridor traffic signals and to perform all related professional services for an amount not to exceed \$1,500,000. APPROVED

Board Member Canepa MOVED approval of Item 6.2.2. Board Member Colapietro SECONDED.

Vote was taken by Roll Call. **MOTION CARRIED** 13-2-2. Board Members Conway and Matsumoto opposed. Board Members Wozniak and Kiesel abstained.

6.3 Receive an overview of the OneBayArea Grant (OBAG) call for projects schedule. ACTION

Board Member Keith MOVED approval of Item 6.3. Board Member O'Connell SECONDED.  
**MOTION CARRIED** 17-0.

6.4 Review and approve the definition of "proximate access" to a Priority Development Area (PDA) as it relates to the OneBayArea Grant (OBAG) Program. ACTION

Board Member Patridge MOVED approval of Item 6.4. Board Member Gordon SECONDED.  
**MOTION CARRIED** 17-0.

## 7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

None.

7.2 Chairperson's Report

None.

7.3 Board Members Report

None.

## 8.0 EXECUTIVE DIRECTOR'S REPORT

None.

## 9.0 COMMUNICATIONS - Information Only

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## 10.0 CLOSED SESSION

Public Employee Appointment

Title: Executive Director

## 11.0 RECONVENE OPEN SESSION

The Chair announced that the Board will do a recruitment for the C/CAG Executive Director.



12.0 ADJOURN

The meeting adjourned at 8:33 p.m.



# C/CAG AGENDA REPORT

**Date:** October 11, 2012

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Review and Approval of the Appointments of Jay Walter from San Carlos and Brian McMinn from South San Francisco to fill seats on the Congestion Management Program Technical Advisory Committee (CMP TAC)

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

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## **RECOMMENDATION**

That the Board review and approve the appointments of Jay Walter from San Carlos and Brian McMinn from South San Francisco to fill seats on the Congestion Management Program Technical Advisory Committee (CMP TAC).

## **FISCAL IMPACT**

None.

## **BACKGROUND/DISCUSSION**

The Congestion Management Program Technical Advisory Committee (CMP TAC), provide technical expertise for the Congestion Management and Environmental Quality (CMEQ) Committee and the C/CAG Board. The TAC is made up of engineers and planners from local jurisdictions in addition to one representative each from Caltrans, SMCTA /Peninsula Corridor JPB/Caltrain, MTC, and C/CAG.

As approved by the C/CAG Board, the maximum number of CMP TAC members is 25 and the total vary depending on vacancies and/or interest from the city staff. Currently, there are two vacant positions. To fill vacant positions, staff typically solicits C/CAG member agencies that are not currently represented on the Committee. Cities/Towns interested in being represented on the TAC are asked to submit a letter of interest to C/CAG for appointment consideration.

C/CAG received a letter of interest from the City of San Carlos, which recommended Jay Walter, Public Works Director, to serve on the CMP TAC. The appointment would backfill one vacant position. C/CAG also received a letter from the City of South San Francisco requesting the appointment of Brian McMinn, Assistant Director of Public Works/City Engineer, in place of current member Dennis Chuck, Senior Civil Engineering, on the CMP TAC. Replacement of the South San Francisco representative does not affect the membership total. The process of filling the remaining vacant position is ongoing.

**ITEM 5.2**

## ATTACHMENTS

- Current CMP TAC Roster - 2012
- Letter from City of San Carlos
- Letter from City of South San Francisco

# CITY OF SAN CARLOS

## CITY COUNCIL

MATT GROCOTT, MAYOR  
ROBERT GRASSILLI, VICE MAYOR  
KAREN CLAPPER  
RON COLLINS  
MARK OLBERT



CITY MANAGER  
600 ELM STREET  
SAN CARLOS, CALIFORNIA 94070-3085

TELEPHONE: (650) 802-4228  
FAX: (650) 595-6729

WEB: <http://www.cityofsancarlos.org>

August 24, 2012

Richard Napier  
Executive Director  
C/CAG  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Subject: Appointment to the C/CAG Congestion Management Program TAC

Dear Mr. Napier,

This letter is to recommend that Jay Walter, the newly appointed Public Works Director/City Engineer for the City of San Carlos, be formally appointed to the C/CAG Congestion Management Program Technical Advisory Committee (TAC) at the September Board Meeting.

Please let me know if you have any questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Maltbie".

Jeff Maltbie  
City Manager



CITY COUNCIL 2012

RICHARD A. GARBARINO, MAYOR  
PEDRO GONZALEZ, VICE MAYOR  
MARK ADDIEGO, COUNCILMEMBER  
KARYL MATSUMOTO, COUNCILMEMBER  
KEVIN MULLIN, COUNCILMEMBER

BARRY M. NAGEL, CITY MANAGER

OFFICE OF THE CITY MANAGER

September 21, 2012

Mr. Richard Napier  
Executive Director  
City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Subject: Replacement of South San Francisco Engineering Representative on the City/County Association of Governments of San Mateo County Technical Advisory Committee.

Dear Mr. Napier:

The City of South San Francisco is requesting appointment of Mr. Brian McMinn, Assistant Director of Public Works/City Engineer in place of Mr. Dennis Chuck, Senior Civil Engineer on the Technical Advisory Committee for the City/County Association of Governments of San Mateo County.

If you have any questions, you can contact Mr. Brian McMinn at (650) 829-6664.

Sincerely,

Barry M. Nagel  
City Manager

cc: Terry White, Director of Public Works  
Brian McMinn, Assistant Director of Public Works/City Engineer  
Dennis Chuck, Senior Civil Engineer

John Hoang  
City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** C/CAG Board of Directors  
**From:** Richard Napier  
**Subject:** Agreement between C/CAG and DKS Associates for the development of San Mateo Countywide Transportation Plan (CTP) update in an amount not to exceed \$48,945  
(For further information or questions contact Sandy Wong at 599-1409)

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## **RECOMMENDATION**

That the C/CAG Board receive a copy of the agreement between C/CAG and DKS Associates for the development of San Mateo Countywide Transportation Plan (CTP) update in an amount not to exceed \$48,945 executed by the C/CAG Chair in accordance with the adopted procurement policy.

## **FISCAL IMPACT**

The \$48,945 has been included in the adopted C/CAG 2012/13 Budget.

## **FUND SOURCE**

Funding source for this project comes from MTC Surface Transportation Program (STP) planning grant.

## **BACKGROUND/DISCUSSION**

C/CAG is in the process of updating the San Mateo Countywide Transportation Plan (CTP). The staff person dedicated to deliver this project is no longer with C/CAG. It is decided that it would be more efficient to contract with a qualified consultant to provide service to complete the update of the CTP. DKS Associates has been identified as the qualified consultant to provide that services.

Section 7 of the C/CAG Procurement Policy provides that for contracts between \$25,001 and \$49,999, a formal RFP procedure is not required. The results of another public agency's selection process may be used to satisfy the process used to select a contractor that is qualified and that the cost is competitive.

In 2010, the Peninsula Corridor Joint Powers Board (JPB) conducted an extensive process including a Request for Proposals to provide on-call transportation planning and program support for the San Mateo County Transit District, the JPB, and the San Mateo County Transportation Authority. The solicitation was advertised in a newspaper of general circulation and website. The solicitation notices also were sent to interested firms, small business enterprises, and disadvantaged business enterprises. Final recommendation was made by an evaluation committee and approved by the JPB Board of Directors for a three-year on-call contract. The Wilbur Smith Associates Team is the highest-ranked team selected by the JPB, and DKS Associates is on the Wilbur Smith Team.

## **ATTACHMENT**

- Agreement between C/CAG and DKS Associates for the development of San Mateo Countywide Transportation Plan (CTP) update in an amount not to exceed \$48,945 CTP update.

ITEM 5.3.1

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

This Agreement entered this 13 day of September, 2012, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and DKS 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 development of San Mateo Countywide Transportation Plan update; 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 March 31, 2013.
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-eight thousand nine hundred and forty-five dollars (\$48,945) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on acceptable 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 March 31, 2013; 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 negligent acts, errors, or omissions of the Contractor, 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. Contractor shall provide thirty (30) days' notice, 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 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.
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, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Sandy Wong

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

DKS Associates  
1970 Broadway, Suite 740  
Oakland, CA 94612  
Attention: William R. Loudon

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

DKS Associates (Contractor)

By William R. Loudon  
William R. Loudon, Principal

9/11/12  
Date

City/County Association of Governments (C/CAG)

By Bob Grassilli  
Bob Grassilli, C/CAG Chair

9-13-12  
Date

C/CAG Legal Counsel

By [Signature]

# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Funding agreement between C/CAG and iKorb, Inc. for professional services for supporting the San Mateo County Energy Watch website for \$15,000  
For further information contact Richard Napier at (650)599-1420 or Kim Springer at (650)599-1412.

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## **RECOMMENDATION**

That the C/CAG Board receive a copy of the funding agreement between C/CAG and iKorb, Inc. for professional services for supporting the San Mateo County Energy Watch (SMCEW) website for \$15,000 executed by the C/CAG Executive Director in accordance with adopted procurement policy.

**FISCAL IMPACT**     None

## **SOURCE OF FUNDS**

This agreement for services for the SMCEW program is paid for under the C/CAG – PG&E Local Government Partnership (LGP) agreement. \$10,000 of the funds are expected to be spent by the end of calendar year 2012. An update for the SMCEW 2013-14 transition period contract is expected to be presented to the C/CAG Board at the December 2012 meeting. The remaining funds will be charged to this new contract.

## **BACKGROUND/DISCUSSION**

San Mateo County Energy Watch is a LGP between C/CAG and PG&E and is managed and staffed by RecycleWorks, a program of the County of San Mateo. The SMCEW program establishes its own website: [www.smcenergywatch.com](http://www.smcenergywatch.com) in April 2009, which includes content for the public, businesses and the cities in San Mateo County.

Recent developments in website design allow staff to edit the content on the website without calling on outside support, via a content management system. Approximately \$10,000 of the funds will be used to set up the website with this new system.

The SMCEW program has been spending approximately \$6,500 per year to set up, enhance and maintain the website. Use of a new content management system will add flexibility and speed for content management and, in the long run, should reduce the cost of maintaining the website.

## **ATTACHMENTS**

- Agreement between C/CAG and iKorb, Inc.

ITEM 5.3.2

AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND  
IKORB

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and iKorb, 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 improving the San Mateo County Energy Watch (SMCEW) website to provide integrated program information on SMCEW and other C/CAG related energy and greenhouse gas related programs, and to make changes to the website to allow staff to make ongoing updates to that website ; 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 December 31, 2014
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 fifteen thousand dollars (\$15,000) for Services provided during the Contract Term as set forth below.
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 September 1, 2012 and shall terminate on December 31, 2014; 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 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. C/CAG shall indemnify and save harmless Contractor from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of C/CAG, its agents, officers or employees related to or resulting from C/CAG's 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	
<hr/>		
b. Workers' Compensation	\$ Statutory	
<hr/>		

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 or extended for up to an additional three (3) years by the mutual agreement of the parties and when in accordance with C/CAG's procurement policies.
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, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Richard Napier, Sandy Wong

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

iKorb <sup>W0E</sup>  
303 Potrero Street, Suite ~~42-303~~ <sup>KAS</sup>  
Santa Cruz, CA 95060  
Attention: David Wear, Principal

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

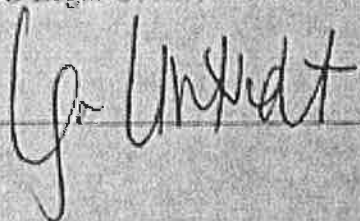
iKorb Web Development (Contractor)

By  9/17/12  
Date

City/County Association of Governments (C/CAG)

By  9/12/12  
Richard Napier, Executive Director Date

C/CAG Legal Counsel

By 

# “Exhibit A” Proposed Services and Fees

## I. Services

iKorb will provide the following web services and skills for C/CAG, as needed and at the sole discretion of C/CAG.

- a. Web Page Production/Maintenance
  - i. XHTML (hand-coding)
  - ii. CSS (including device/print specific output)
  - iii. Javascript/DHTML
  - iv. Template Production
  - v. PDF Generation
  - vi. Archiving and File Organization
  
- b. Web Design
  - i. Image Optimization
  - ii. Original Graphic Design
  - iii. User Interface Design/ Accessibility
  - iv. Flash / Action Scripting
  - v. GIF Animation
  
- c. Programming
  - i. PERL/CGI
  - ii. MySQL
  - iii. PHP
  - iv. C
  - v. Functional Specification Generation
  
- d. Standards Compliance
  - i. ADA / Accessibility Compliance
  - ii. Familiarity with San Mateo County Information Technology Requirements
  
- e. Content Management Systems & Weblog software (blogging software)
  - i. Joomla
  - ii. Drupal
  - iii. WordPress
  
- f. Search Engine Optimization
  
- g. Email List Maintenance
  - i. Savicom
  - ii. YahooGroups
  - iii. MailMan
  
- h. New Media
  - i. YouTube Integration
  - ii. Web Conferencing Support
  - iii. Content Syndication
    - 1. RSS
    - 2. Podcast

- i. System Administration
  - i. Local mirror of RecycleWorks site in place
  - ii. Facilitation of launch and/or move of site to new servers (have helped with two moves of the RecycleWorks site).
  - iii. Troubleshooting server performance issues with ISP.
  
- j. Training
  - i. In-house workshops on content development and other maintenance related topics.
  - ii. User guide, training manual, and site documentation development.
  
- k. Non-Technical Skills
  - i. Excellent communication and availability  
48-hour (work day) turn around time on routine maintenance. Guaranteed not to exceed quotes on more substantial work requests. Dedicated project manager for each client.
  - ii. Attention to detail and ability to work independently
  - iii. Consulting  
Ability to advise San Mateo staff on a variety of technical topics, from ADA accessibility guidelines to digital video.
  - iv. Web branding, marketing, and promotion.

## II. Hourly Rate, Billing & Other Costs

iKorb will not bill C/CAG above a maximum monthly amount of \$2,500 without prior approval of work by C/CAG or C/CAG contracted staff, for the term of this contract.

iKorb will continue to offer San Mateo County projects a reduced flat rate of \$85/hour for all services for the term of the proposed new contract and the potential extension. Any services that require “Rush”, defined as work required to be done with 4 hours will be charged double the rate. iKorb will make every effort to handle rush requests immediately, and will confirm whether such a request can be handled.

iKorb prorates all maintenance work to the second, with no minimum charges or deposits required. We provide detailed monthly invoices identifying individual tasks, times, purchase order dates, and rates for maintenance performed.

Any jobs outside the scope of routine maintenance may be specified and quoted at clients request. iKorb is happy to prepare guaranteed NTE (not to exceed) quotes for work when requested by client.

From time to time iKorb may purchase stock photography or stock art for use on client’s website at client’s request. These materials will be billed to client at the same cost charged to iKorb.

iKorb offers some more strictly defined web services (ex: static comp design) at set fees. We also license our web-based applications (shopping cart, job board, etc.) for annual fees and a one-time set-up fee. The iKorb price sheet outlines these set fees and is available upon request.

## IV. Guaranteed Response Time

iKorb guarantees a 48-hour maximum turn-around time on routine maintenance requests. The 48 hour period includes normal Monday through Friday work days and excludes federal holiday.

When client identifies maintenance request as urgent during iKorb office hours (9am-6pm M-F), then iKorb is able to give priority to that request and to respond immediately.

## V. Anticipated Response Time (8+ hours)

Maintenance requests requiring eight hours to complete will be completed within a maximum of 72 hours (3 work days) and in most cases can be accomplished within 48 hours. If client identifies an item as urgent, then iKorb can devote multiple resources to the maintenance request and turn it around same day.



# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** City/County Association of Governments, Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Funding agreement between C/CAG and William Klein for professional services for supporting the San Mateo County Energy Watch for \$3,200

For further information contact Richard Napier at (650)599-1420 or Kim Springer at (650)599-1412.

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## **RECOMMENDATION**

That the C/CAG Board receive a copy of the funding agreement between C/CAG and William Klein for professional services for supporting the San Mateo County Energy Watch for \$3,200 executed by C/CAG Executive Director in accordance with adopted procurement policy.

**FISCAL IMPACT**     None

## **SOURCE OF FUNDS**

This agreement for services for the SMCEW program is paid for under the C/CAG – PG&E Local Government Partnership (LGP) agreement.

## **BACKGROUND/DISCUSSION**

San Mateo County Energy Watch is a LGP between C/CAG and PG&E and is managed and staffed by RecycleWorks, a program of the County of San Mateo.

For the last three years, the SMCEW program has leveraged the national AmeriCorps program, administered by Bay Area Community Resources, which places graduated college students into local governments and nonprofits in the Bay Area region. The term of service for the AmeriCorps volunteer is 1700 hours of service over ten months.

In 2011, the SMCEW hired William Klein, who worked on specific projects, such as: targeted energy efficiency service outreach to nonprofits, energy report cards for each local government in San Mateo County, coordinating data uploading into the Hara software in support of the RICAPS project, and monthly newsletters from SMCEW to local governments and the general public.

This agreement was used to help bridge the two-month gap between the ten-month AmeriCorps program cycle and calendar year, and to support the SMCEW on projects in needing completion.

## **ATTACHMENTS**

- Agreement between C/CAG and William Klein

**ITEM 5.3.3**

AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND WILLIAM KLEIN FOR SUPPORT SERVICES TO THE SAN MATEO COUNTY  
ENERGY WATCH PROGRAM

This Agreement entered this 1 day of August, 2012, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and William Klein, 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 and other programs and plans; and,

WHEREAS, C/CAG is prepared to award funding for contracted staff time to support ongoing work on the San Mateo County Energy Watch and related climate action planning; 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 December 31, 2013.
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 Three Thousand – Two Hundred dollars (\$3,200) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor 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. Contract Term. This Agreement shall be in effect as of August 1, 2012 and shall terminate on December 31, 2012; 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.
5. 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.

6. 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.
7. 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.
8. 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, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: Kim Springer

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

1450 Guerro St. #3  
San Francisco, CA 94110  
Attention: William Klein

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

William Klein (Contractor)

By: 

8/1/12  
Date

City/County Association of Governments (C/CAG)

By: 

~~Bob Grassilli, C/CAG Chair~~  
Richard Napier - Executive Director

8/1/12  
Date

C/CAG Legal Counsel

By: 

## **EXHIBIT A**

### **SCOPE OF SERVICES**

#### **Task 1: San Mateo County Energy Watch – Energy Report Cards**

Contractor shall work to complete energy report cards, one for each city in San Mateo County and for unincorporated County.

Report cards shall meet all requirements for data and written materials by PG&E under the San Mateo County Energy Watch.

#### **Task 2: Ongoing RICAPS support to San Mateo County Cities**

Contractor shall work with the cities and County staff to complete 2005 GHG emission baseline inventory uploads for community and government operations, into the Hara Software production website.

Contractor shall further support County staff by helping to assign user access logins for city staff, updating instructional materials describing processes used in the data organizing and uploading process and by training County staff on Contractor's knowledge of the processes described above.

#### **Cost – Rates:**

Contractor shall invoice C/CAG for hours of work performed, up to a maximum of \$3,200, at a rate of \$20 per hour.



# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** MOU/Funding agreement between C/CAG and Climate Corps Bay Area for an AmeriCorps volunteer for the San Mateo County Energy Watch program for \$17,500  
For further information contact Richard Napier at (650)599-1420 or Kim Springer at (650)599-1412.

---

## **RECOMMENDATION**

That the C/CAG Board receive a copy of the MOU/Funding agreement between C/CAG and Climate Corps Bay Area for an AmeriCorps volunteer for the San Mateo County Energy Watch program for \$17,500 executed by C/CAG Executive Director in accordance with adopted procurement policy.

**FISCAL IMPACT**     None

## **SOURCE OF FUNDS**

This agreement for services for the SMCEW program is paid for under the C/CAG – PG&E Local Government Partnership (LGP) agreement.

## **BACKGROUND/DISCUSSION**

San Mateo County Energy Watch is a LGP between C/CAG and PG&E and is managed and staffed by RecycleWorks, a program of the County of San Mateo. A portion of the staffing for the SMCEW program is use of an AmeriCorps volunteer. This is the third year the program has participated in the AmeriCorps program, leveraging the Bay Area Community Resources program, which provides college graduates to local governments for 1700 hours over ten months.

The new AmeriCorps volunteer, Samir Dhebar, will be undertaking energy efficiency outreach to the nonprofit, government and other sectors, to be determined as scope of work and contract negotiations are completed with PG&E for the 2013 and 2014 transition period of the San Mateo County Energy Watch program. Samir will also support the RICAPS project, write monthly newsletters and analyze energy and financial data for the local government projects.

## **ATTACHMENTS**

- MOU/Funding Agreement between C/CAG and Bay Area Community Resources

**ITEM 5.3.4**



## Thank you for your partnership with Climate Corps Bay Area

To complete the application process for the 2012-2013 Climate Corps service year, an MOU or Contract with Bay Area Community Resources, Climate Corps' legal applicant, must be fully executed. This document will be used to confirm the information you agreed upon in your Application.

Your organization can either:

1. **Use the Climate Corps MOU to execute your commitment.** For this option, please use the DocuSign electronic signing process or execute this document manually.
2. **Incorporate the MOU below into a Host Agency Specific Contract.** If your organization would prefer to incorporate the Climate Corps MOU into a more in depth contract, please notify Kristin Brubaker at [kbrubaker@bacr.org](mailto:kbrubaker@bacr.org), who can assist you through that process.

Climate Corps Staff is available to assist you in every step of this iterative process. We are happy to help you decide if a Contract or MOU best fits your organization's needs, as well as provide sample Contracts from previous service years. Additionally Site Partners may choose to commit additional funding in this MOU, for to use for commuting costs, trainings, or benefits at the outset of the program. If you are interested in this option, Climate Corps Staff should be notified to ensure the set amount is included in your MOU/Contract.



## Climate Corps Bay Area MOU Summary Page

### Climate Corps Member Activities:

During Service Hours, Members are allowed only to complete tasks related to greenhouse gas emission reduction and volunteer recruitment and support. All tasks unrelated to these performance measures are considered un-awarded activities and therefore are prohibited. Members completing un-awarded tasks will not be able to log hours for this time, which may result in them being unable to hit the minimal goal of 1700 total hours by the end of the eleven-month program cycle. Additionally, Members cannot be used to complete tasks that result in displacement of existing staff.

Between Sept. 4, 2012 and July 26, 2013, Members can only be hired, part time, by Partner Sites to complete work unrelated to their CCBA project, per Article II, "Host Agency agrees to:", bullet number nine, below.

By signing the MOU, as a Partner Agency you agree to:

- Allow Member to complete only CCBA awarded and allowable activities, as defined by California Volunteers (further information on allowable activities can be found in Enclosure A)
  - In the case that it is found that a site is participating in unallowable activities multiple times, Members' hours will be disallowed and the site be warned and assisted in removing the unallowable activities.
  - If unallowable activity continues to occur after CCBA has disallowed it, the site will jeopardize their eligibility to have a Climate Corps Member in the future and may lose their current CCBA Member with no refund of match paid.
- Refrain from using the AmeriCorps member for displacement of a host agency employee.

### Supervision:

Each Partner Agency must select a Site Supervisor for each CCBA position they will host. Site Supervisors must be able to commit to a minimum of 10 hours / month of supervision, training, or one-on-one work time with the Members. Additionally, we invite all Site Supervisors to be involved in our Advisory Committee, which meets monthly to provide CCBA with feedback to improve the program, or to be involved in hosting or participating in a Monthly Training.

### Payment:

Match invoices will be sent the first day of the month of October and February, with the match broken evenly across invoices. If Partner Agencies wish to set aside additional funds for Members to use during the service year (for commuting assistance, training costs, etc), this will be charged in the first invoice. If a Member decides to leave the CCBA program prior to the end of the service year, and before May 1st, a refund will be available for Partner Agencies. If a Member leaves prior to November 1st, a replacement Member can be hired.



**Memorandum of Understanding (MOU) between  
Bay Area Community Resources and San Mateo County Energy Watch  
Sept. 1, 2012 – Aug. 30, 2013**

**SUBJECT: Climate Corps Bay Area**

This MEMORANDUM OF UNDERSTANDING is hereby made and entered into by and between Bay Area Community Resources, hereinafter referred to as “BACR” and the City and County Association of Governments (C/CAG), hereinafter referred to as “Host Agency”. Collectively, BACR and C/CAG are hereinafter referred to as the “Parties” or individually as “Party.”

**ARTICLE I – BACKGROUND AND OBJECTIVES**

BACR is collaborating with public and nonprofit organizations in the San Francisco Bay Area to recruit, train, and place AmeriCorps Members at public and nonprofit organizations, where they will assist in implementing greenhouse gas reduction programs. The Members’ term of service is from Sept. 4, 2012 to July 26, 2013. While working for the Host Agency, Members will complete 1700 hours to receive an education award of \$5,500.

During their term of service, Members will implement programs that save energy, reduce greenhouse gas (GHG) emissions, and raise community engagement within environmental awareness activities. Members will devote an average of 32 hours per week to training for and directly working on emissions reduction projects, and an average of 8 hours per week to recruiting and supporting volunteers. If a member is unable to complete their full 1700 hours by July 26, 2013 due to any unforeseen circumstances during their term they may, at the discretion of BACR and the Host Agency, be allowed time to complete their hours at the Host Agency, or at another approved agency where there are service opportunities available. The last day members are eligible to earn hours for the 2012-2013 program year will be August 23th 2013.

The objectives of the program are as follows:

- Host Agency will be able to report measurable GHG reductions that their work is responsible for throughout the placement.
- Members will be able to develop a practical skill set and expertise in the realm of climate change management at the community level.
- Host Agency communities will be able to increase community participation towards further GHG reductions through volunteer opportunities that are created and/or increased through the participation of the Member.

The Parties will work in partnership to promote this MOU, and its benefits to the CCBA project and community at large.







## ARTICLE II – STATEMENT OF PROJECT ACTIVITIES

Though Climate Corps Bay Area, BACR agrees to:

- Recruit and assist in selection of an AmeriCorps Member for a commitment of 1700 hours over a period of 11 months, etc.
- Train and support Member with a comprehensive training program that includes a training manual, a seven-day orientation led by an array of experts, monthly trainings, a mid-year 2-day retreat, and two performance reviews.
- Work with the Host Agency to develop a specific Scope of Service plan for Member that aligns with the GHG reduction initiatives provided by Host Agency.
- Provide assistance in defining and developing metrics for the Member to measure and track the progress of GHG reduction throughout the placement.
- Provide monthly follow-ups to review progress with Site Supervisor and Member.
- Define and implement any corrections to Member's plan determined to be necessary based on feedback collected from Member and Host Agency.
- Provide training for Host Agencies and Site Supervisors regarding CCBA deliverables and expectations throughout the service year.

Host Agency agrees to:

- Take part in the recruitment and interview process to identify an AmeriCorps Member best fitted for the specific projects' needs.
- Provide one to three specific GHG reduction initiatives that Member can work on during their term of service.
  - Initiatives must be well-defined, approved for implementation and include specific GHG reduction targets, or have the capacity to define specific reduction targets.
  - Host Agency will work with BACR to finalize a mutually agreed-upon work plan including completing a Scope of Service prior to the start of the service year and defined metrics no later than 1 month after Member begins work.
- Allow Member to complete only CCBA awarded and allowable activities, as defined by California Volunteers (*further information on allowable activities can be found in Enclosure A*)
  - In the case that it is found that a site is participating in unallowable activities multiple times, Members' hours will be disallowed and the site be warned and assisted in removing the unallowable activities.
  - If unallowable activity continues to occur after CCBA has disallowed it, the site will jeopardize their eligibility to have a Climate Corps Member in the future and may lose their current CCBA Member with no refund of match paid.
- Ensure that Member does not work directly on policy development or policy advocacy efforts.
- Assign a Site Supervisor who will commit to no fewer than ten (10) hours per month of one-on-one time, in-kind hours, with Member.
  - CCBA funders expect a minimum of total, program-wide, in-kind hours reflective of \$132,800 worth of supervisory time, which breaks down to approximately 10 hours per month per CCBA Member.
- Complete monthly reporting to BACR indicating whether progress is being made on the initiatives.





- Provide feedback on the program's effectiveness: two times per year, fill out and submit an Individual Development Plan to provide feedback on Member activities and offer data on specific GHG reduction metrics.
- Attend or send a representative to BACR Partner Orientation and quarterly training calls.
- Only hire member to work part-time in program or service area unrelated to BACR community service programs; Agency may not hire the AmeriCorps member for like projects until and unless member completes his/her entire program year of service.
- Refrain from using the AmeriCorps member for displacement of a host agency employee, and will screen positions prior to the start of the service year to ensure:
  - AmeriCorps members won't be placed in positions that were recently occupied by paid staff.
  - No AmeriCorps member will be placed into a position for which a recently resigned or discharged employee has recall rights as a result of a collective bargaining agreement, from which a recently resigned or discharged employee was removed as a result of a reduction in force, or from which a recently resigned/discharged employee is on leave or strike.
- Allow BACR to share results from this program through grant reporting and other means as BACR deems appropriate.
- Support and encourage the promotion of National Service through the following:
  - Post AmeriCorps and National Service information at all service sites
  - Ensure Member wears appropriate uniforms as required by BACR
  - Allow Member to leave program site to participate in pre-arranged National Service identity activities.
- Provide program-wide support through either:
  - Delivery of at least 1 all-day training event for all members, or
  - Participation in an advisory committee that meets once a month for at least 1 hour for 8 months.

### ARTICLE III – TERM OF AGREEMENT

This MOU will become effective on the date of final signature and shall continue in full force and effect through Aug. 30, 2013. In the chance that the MOU must be terminated prior to Aug. 30, 2013, a reimbursement will be issued for match funds, up until till May 1, 2013. The match is used throughout the year for Member stipends, benefits, training, and programmatic costs; all Host Agency match funds will have been absorbed by the program by the May 1st deadline.



**ARTICLE IV – KEY OFFICIALS**

The individuals listed below are identified as key personnel considered essential to the project being performed under this Memorandum of Understanding

**For BACR**

Job Title: Executive Director, BACR  
Name: Marty Weinstein  
Address: 171 Carlos Dr, San Rafael, CA 94903  
Phone Contact: 510-525-9980  
Email Contact: mweinstein@bacr.org

**For Host Agency**

Job Title: Resource Conservation Program Manager  
Name: Kim Springer  
Address: 555 County Center – 5<sup>th</sup> Floor, Redwood City  
Phone Contact: (650) 599-1412  
Email Contact: kspringer@smcgov.org

No change in key officials will be made by either BACR or Host Agency without written notification thirty days in advance of the proposed change. The notification will include a justification in sufficient detail to permit evaluation of the impact of such a change on the scope of work.

**ARTICLE V –PAYMENT**

Host Agency will provide BACR with \$17,500 per member and requests 1 member for the remaining program year for a total payment amount of \$17,500 to support the implementation of the program. Host Agency will complete payments within 30 days of receiving invoices. The invoices will be dispersed according to the following schedule:

- Invoice 1:
  - Due: October 1, 2012
  - Amount: \$8,750
- Invoice 2:
  - Due: February 1, 2013
  - Amount: \$8,750

An additional amount of \$0 will be charged in the first invoice. These funds will be available for the Host Agency to use for commuting costs, trainings, and other benefits as seen as necessary. Host Agencies will be able to access funds by completing a Climate Corps Bay Area Expense Report and submitting it to the BACR Climate Corps Director. Funds will be able to be dispersed to Members, Site Supervisors, and other individuals specifically identified within the Host Agency. BACR requests a month notice for distribution of these funds.





**ARTICLE VI - TERMS**

It is mutually agreed by Parties that:

- Parties will review the effectiveness of the MOU after the first year and evaluate potential modifications that more adequately address the purpose of this MOU.
- In the event that Party no longer approves implementation of any of the provisions referenced in this MOU, Party agrees to promptly confer to determine what, if any, modifications to this MOU should be made to address the issue(s) of concern.
- In the event that Party no longer desires to be a part of this MOU or any modification(s), then Party, at their sole discretion, may terminate their relationship within this MOU.
- Written notice must be provided by the Party desiring to withdraw from the MOU at least thirty days prior to termination. Each Party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other Party and the results thereof. Each Party, therefore, agrees that it will assume all risk and liability to itself, its agents or employees, for any injury to persons or property resulting in any manner from the conduct of its own operations, and the operation of its agents or employees under this MOU, for any loss, cost, damage, or expense resulting at any time from any and all causes due to any act or acts, negligence, or the failure to exercise proper precautions, of or by itself or its agents or its own employees, while occupying or visiting the premises under and pursuant to the MOU.

**ARTICLE VII – AUTHORIZING SIGNATURES**

IN WITNESS HEREOF, the parties hereto have executed this MOU on the date(s) set forth below.

**Bay Area Community Resources**

Marty Weinstein  
Executive Director

Date

**City and County Association of Governments**

Richard Napier  
Executive Director

Date





## Enclosure A: AmeriCorps Members' Prohibited Activities

(a) While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation, staff and members may not engage in the following activities:

- (1) Attempting to influence legislation;
- (2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- (3) Assisting, promoting, or deterring union organizing;
- (4) Impairing existing contracts for services or collective bargaining agreements;
- (5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- (6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- (7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- (8) Providing a direct benefit to—
  - (i) A business organized for profit;
  - (ii) A labor union;
  - (iii) A partisan political organization;
  - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
  - (v) An organization engaged in the religious activities described in paragraph (g) of this section, unless Corporation assistance is not used to support those religious activities;
- (9) Conducting a voter registration drive or using Corporation funds to conduct a voter registration drive;
- (10) Providing abortion services or referrals for receipt of such services; and
- (11) Such other activities as the Corporation may prohibit.

(b) Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-Corporation funds. Individuals should not wear the AmeriCorps logo while doing so.

### BACR National Service Policy Regarding Un-Allowable and Un-Awarded Activities

The BACR National Service Policy is that Corps Members are not allowed to perform activities that are not specifically awarded in the approved performance measure. In addition, Corps Members are not allowed to perform clerical tasks or other un-allowable activities. By signing the CCBA MOU, Partner Agencies agree to follow the guidelines regarding unallowable and un-awarded activities. Partner Agencies that are found allowing Members to engage in these prohibited activities will jeopardize their eligibility to have CCBA Members in future service years.



**CONTRACTS** Processing  
CHECKLIST FACE SHEET

Name of Contract: CITY & COUNTY ASSOC. OF GOVTS (C/CAG)

Purpose: CLIMATE CORPS - 1 MEMBER

Term of Contract: 9/30/13 Amount \$17,500

\*Project Code: 940 Cost Center: 000 Source Code: 940

**PLEASE KEEP THIS CHECKLIST WITH INDIVIDUAL CONTRACT AND FILE WITH FULLY EXECUTED CONTRACT COPY**

Procedure	By (please initial)	Date
1. New contract received & Approved	(By Program mgrs., Wight, MJW, MW, etc.) C/CAG	
2. Approved contract received by Peggy Alfrey (PA) for processing. Attaches face sheet**	PA	9/12/13
*3. CFO (or Project Acct.) assigns project and source codes and returns to Peggy. Peggy attaches any additional paperwork needed.		
4. Contract reviewed by CEO or COO and all copies are signed**	MW	9/12/12
5. Signed copies & distribution by Peggy** 1 copy scanned to Spencer ✓	PA	9/13/12
6. Contract & facesheet entered into SalesForce as a "Pending" contract, and is flagged for follow-up by Spencer		
7. Signed contracts mailed, emailed, or faxed back to funder for funder's final signature(s) by Peggy	Kim Springer - C/CAG - - Redwood City 12 COPIES	9/13/12
8. Fully executed contract received by Peggy		
9. Hard copy of fully executed contract pages to Spencer with completed facesheet.	PA	9/13/12
10. Spencer changes "pending" status to "Fully executed" in SalesForce and accounting dept. notified to begin invoicing.		
11. Hard copy of fully executive contract filed in Spencer's office (along with face sheet)		

\*\*Steps same for amended contracts

# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of Resolution No. 12-61 authorizing the C/CAG Chair to execute a funding agreement with the County of San Mateo Department of Public Works and Parks to provide C/CAG with funding to assist in the preparation of an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$50,000.  
(For further information contact Sandy Wong at 650/599-1409)

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution No. 12-61 authorizing the C/CAG Chair to execute a funding agreement with the County of San Mateo Department of Public Works and Parks to provide C/CAG with funding to assist in the preparation of an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$50,000.

## **FISCAL IMPACT**

Execution of this funding agreement will provide sufficient funds to meet the local funding match requirement for C/CAG to receive a State grant to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport.

## **BACKGROUND/DISCUSSION**

In its role as the Airport Land Use Commission for the county, the C/CAG Board is responsible for preparing, adopting, and implementing an airport land use compatibility plan (ALUCP) for the environs of each of the three airports in the county: Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport. The compatibility issues at each airport include height of structures/airspace protection, aircraft noise impacts, aircraft overflight, and safety concerns. The overall goal of the ALUCP update for the environs of the Half Moon Bay Airport is to: (1) promote airport compatible land use planning and development as a means to enhance the safe and efficient operation of the airport and protect the public health and welfare and (2) protect the viability of Half Moon Airport as a local, regional, and state air transportation facility. Since Half Moon Bay Airport is owned and operated by the County, through its Department of Public Works and Parks, it is willing to provide C/CAG with up to \$50,000 over the next two fiscal years (FY 2012/2013 and FY 2013/2014) to provide the local match to assist in the preparation of the ALUCP update.

## **ATTACHMENTS**

- Resolution No. 12-61





## **RESOLUTION NO. 12-61**

**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 A FUNDING AGREEMENT WITH THE COUNTY OF SAN MATEO DEPARTMENT OF PUBLIC WORKS AND PARKS TO PROVIDE C/CAG WITH FUNDING TO ASSIST IN THE PREPARATION OF AN UPDATE OF THE AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) FOR THE ENVIRONS OF HALF MOON BAY AIRPORT IN AN AMOUNT NOT TO EXCEED \$50,000.**

**WHEREAS**, in its role as the Airport Land Use Commission for the county, the C/CAG Board is responsible for preparing, adopting, and implementing an airport land use compatibility plan (ALUCP) for the environs of each of the three airports in the county: Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport; and

**WHEREAS**, the overall goal of the ALUCP update for the environs of the Half Moon Bay Airport is to: (1) promote airport compatible land use planning and development as a means to enhance the safe and efficient operation of the airport and protect the public health and welfare and (2) protect the viability of Half Moon Airport as a local, regional, and state air transportation facility; and

**WHEREAS**, C/CAG has been awarded a grant (\$135,000) from the State of California Department of Transportation Division of Aeronautics to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport; and

**WHEREAS**, the Half Moon Bay Airport is owned and operated by the County of San Mateo, through its Department of Public Works and Parks, the County is willing to provide C/CAG with up to \$50,000 over the next two fiscal years (FY 2012/2013 and FY 2013/2014) to provide the local match to the State grant to assist in the preparation of the ALUCP update.

**NOW, THEREFORE, BE IT RESOLVED** that the C/CAG Board of Directors hereby authorizes the C/CAG Chair to execute a funding agreement with the County of San Mateo Department of Public Works and Parks to provide funding to C/CAG to assist in the preparation of an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport, in an amount not to exceed \$50,000 over the next two fiscal years (FY 2012/2013 and FY 2013/2014) and further authorize the C/CAG Executive Director to negotiate the final agreement prior to execution, with approval by C/CAG Legal Counsel as to form.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OCTOBER, 2012.**

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*Bob Grassilli, Chair*



# C/CAG AGENDA REPORT

**Date:** October 11, 2012

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Review and approval of Resolution No. 12-62 authorizing the C/CAG Chair to execute a funding agreement with the State of California Department of Transportation (CAAP NO.: SM-1-10-1) to provide C/CAG with funding to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$135,000.  
(For further information contact Sandy Wong at 650/599-1409)

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution No. 12-62 authorizing the C/CAG Chair to execute a funding agreement with the State Department of Transportation (CAAP NO.: SM-1-10-1) to provide C/CAG with funding to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport in an amount not to exceed \$135,000.

## **FISCAL IMPACT**

Execution of this funding agreement (CAAP NO.: SM-1-10-1) will provide C/CAG with grant funds to prepare an update of the state-mandated Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport.

## **BACKGROUND/DISCUSSION**

In its role as the Airport Land Use Commission for the county, the C/CAG Board is responsible for preparing, adopting, and implementing an airport land use compatibility plan (ALUCP) for the environs of each of the three airports in the county: Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport. The compatibility issues at each airport include height of structures/airspace protection, aircraft noise impacts, aircraft overflight, and safety concerns. The overall goal of the ALUCP update for the environs of the Half Moon Bay Airport is to: (1) promote airport compatible land use planning and development as a means to enhance the safe and efficient operation of the airport and protect the public health and welfare and (2) protect the viability of Half Moon Airport as a local, regional, and state air transportation facility.

The overall project revenue and costs are shown as follows:

<b>PROJECT REVENUE</b>	<b>PROJECT COSTS</b>
\$135,000 State Grant	\$172,000 Half Moon Bay ALUCP
50,000 County of San Mateo (Public Works)	43,000 CEQA Documentation
30,000 C/CAG Local fund	
<b>\$215,000 TOTAL</b>	<b>\$215,000 TOTAL</b>

Execution of the funding agreement with the State Department of Transportation will ensure the grant funds are distributed to C/CAG as specified in the agreement.

**ATTACHMENTS**

- Resolution No. 12-62
- Funding Agreement with the State of California Department of Transportation  
(CAAP NO.: SM-1-10-1)

## RESOLUTION NO.12-62

**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 A FUNDING AGREEMENT WITH THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION (CAAP NO.: SM-1-10-1) TO PROVIDE C/CAG WITH GRANT FUNDING TO PREPARE AN UPDATE OF THE AIRPORT LAND USE COMPATIBILITY PLAN (ALUCP) FOR THE ENVIRONS OF HALF MOON BAY AIRPORT IN AN AMOUNT NOT TO EXCEED \$135,000.**

**WHEREAS**, in its role as the Airport Land Use Commission for San Mateo County, the C/CAG Board is responsible for preparing, adopting, and implementing an airport land use compatibility plan (ALUCP) for the environs of each of the three airports located in the county: Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport; and

**WHEREAS**, the overall goal of the ALUCP update for the environs of the Half Moon Bay Airport is to: (1) promote airport compatible land use planning and development as a means to enhance the safe and efficient operation of the airport and protect the public health and welfare and (2) protect the viability of Half Moon Airport as a local, regional, and state air transportation facility; and

**WHEREAS**, C/CAG has been awarded a grant (\$135,000) from the State of California Department of Transportation Division of Aeronautics to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport (CAAP NO.: SM-1-10-1); and

**WHEREAS**, execution of this funding agreement will provide C/CAG with grant funds to prepare an update of the state-mandated Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport, per the terms stated in the agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the C/CAG Board of Directors hereby authorizes the C/CAG Chair to execute a funding agreement with the State of California Department of Transportation Division of Aeronautics (CAAP NO.: SM-1-10-1) to prepare an update of the Airport Land Use Compatibility Plan (ALUCP) for the environs of Half Moon Bay Airport, in an amount not to exceed \$135,000, per the terms stated in the agreement.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OCTOBER, 2012.**

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*Bob Grassilli, Chair*



**CALIFORNIA AID TO AIRPORTS PROGRAM GRANT AGREEMENT  
AIRPORT LAND USE COMPATIBILITY PLAN**

**THIS AGREEMENT, MADE AND ENTERED INTO ON THIS DATE, September 7, 2012, BY AND BETWEEN THE STATE OF CALIFORNIA, Department of Transportation (Department), hereinafter referred to as "STATE," AND City/County Association Governments of San Mateo County (C/CAG), the designated body serving as the Half Moon Bay Airport Land Use Commission (ALUC), hereinafter referred to as "PUBLIC ENTITY."**

**SECTION I**

**1. WHEREAS**, Section 21683 of the California Public Utilities Code authorizes the California Transportation Commission to allocate funds for the acquisition or development of airports in accordance with the policies and standards established by the Department, upon the recommendations of the Department and pursuant to Department regulations as set forth in Title 21, Chapter 2.5, Subchapter 4, Sections 4050, et seq., of the California Code of Regulations; and

**2. WHEREAS**, pursuant to the above authority, the California Transportation Commission allocated the sum of **\$135,000** from the Aeronautics Account in the State Transportation Fund by Resolution Number FDOA-2010-4, dated August 10, 2011 (2010/2011 Fiscal Year).

**NOW, THEREFORE**, in consideration of the covenants and conditions hereinafter expressed, the parties agree as follows:

**SECTION II**

**1. PUBLIC ENTITY** shall perform or contract for the performance of all work necessary to complete the following described **Airport Land Use Compatibility Plan (ALUCP)**, hereinafter referred to as the "**PLAN**":

**Airports:** Half Moon Bay Airport

**Detailed Project Description:** Airport Land Use Compatibility Plan

Total Estimated Project Cost:	<b>\$150,000</b>
Cost of estimated local sponsor	<b>\$15,000</b>
Cost of Estimated State Participation:	<b>\$135,000</b>
<b>MAXIMUM OF STATE FUNDING PARTICIPATION:</b>	<b>\$135,000</b>

**Conditions:** The project scope of work must be in accordance with

- the approved draft work program prepared for the **PLAN(s)** for Half Moon Bay Airport is on file with the **STATE** and
- the current California Airport Land Use Planning Handbook.

**2. PUBLIC ENTITY** shall also comply with all special conditions as may be set forth in the Letter of Allocation issued by the **STATE**.

**3. PUBLIC ENTITY** shall deposit the sum of **\$15,000**, which represents **PUBLIC ENTITY's** participation share for the **PLAN**, in the C/CAG ALUC Special Aviation Account in accordance with California Public Utilities Code Section 21684. All other monies received from **STATE** or the Federal Government for performance of the **PLAN** shall also be placed in this account. **PUBLIC ENTITY** shall also place in this account an additional 10 percent of the estimated total

**PLAN** cost as a contingency for any increased cost of any added or revised work items pertinent to the **PLAN**, which added or revised work has been approved in writing by both **STATE** and **PUBLIC ENTITY**.

4. **PUBLIC ENTITY** shall enter into all necessary contracts to develop the **PLAN** by not later than **October 15, 2012**, and shall cause all work to be successfully completed by **April 15, 2014**, or such subsequent date as may be authorized in writing by **STATE**.

5. **PUBLIC ENTITY** shall carry out and complete the **PLAN** in accordance with the work program, which has been approved in writing by **STATE**. Any changes to, or modification of, said **PLAN** shall require prior written approval by **STATE**.

6. **PUBLIC ENTITY** shall allow authorized **STATE** representatives to review all **PLAN** work and products at any time during the term of this Agreement and subsequently upon the request of **STATE**.

7. **PUBLIC ENTITY** agrees to retain all books, records, and accounts relating to the **PLAN** and this Grant Agreement for a minimum of three (3) years from the date of final payment to **PUBLIC ENTITY** after completion and adoption of the **PLAN**, and shall make these documents available for examination by **STATE** or shall provide copies to **STATE** upon request.

8. **PUBLIC ENTITY** shall provide a draft document of the **PLAN** to the **STATE** for 30 day review.

9. **PUBLIC ENTITY** shall provide three (3) copies of the final **PLAN** to the **STATE** along with an electronic, editable file (portable document format) including graphics, Geographic Information System (GIS) maps and a compatible disc.

10. **PUBLIC ENTITY** shall comply with all applicable Federal and **STATE** laws and regulations.

11. **PUBLIC ENTITY** shall indemnify, and hold harmless the California Transportation Commission and the **STATE** and all officials and employees thereof from all claims, suits or actions of every kind, brought for, or on account of, any injury damage or liability occurring by reason of, or resulting from: anything done or omitted to be done by **PUBLIC ENTITY** under this Grant Agreement with respect to the completion and final acceptance of the **PLAN** or any act or omission by the **PUBLIC ENTITY**'s consultant or agents during the process of developing the **PLAN**. The **PUBLIC ENTITY**'s duty to indemnify and hold harmless shall include the duty to defend, as set forth in Section 2778 of the Civil Code.

12. All federal monies received by **PUBLIC ENTITY** to cover the cost of **STATE**'s share of the **PLAN** shall be repaid to **STATE** within 30 days of **PUBLIC ENTITY**'s receipt of those Federal funds paid either before, during, or after completion of the **PLAN**. Repayment to **STATE** need not exceed the amount of monies actually disbursed by **STATE** to **PUBLIC ENTITY** pursuant to this Grant Agreement.

### SECTION III

1. **STATE** shall disburse the **STATE**'s share of the project cost, up to the maximum **STATE** participation of **\$135,000** in the manner described in paragraph 2 of this section. However, in no event shall the total **STATE** disbursement exceed that sum of **\$135,000** unless additional funds are authorized by supplemental allocation from the California Transportation Commission and an amendment to this Agreement.

2. Upon receipt of a signed request for payment by **PUBLIC ENTITY**, **STATE** agrees to make payments by one of the following methods:

(a) **PUBLIC ENTITY** may, no more often than monthly in arrears, submit certifications of the percentage of the work then completed, multiplied by 90 percent of the maximum **STATE**-funding participation identified in paragraph 1 of this Section.

(b) **PUBLIC ENTITY** shall submit copies of Consultant's invoices for materials and services delivered as a lump-sum payment request after development of **PLAN** has been completed.

3. Regardless of the number of progress payments submitted, 10 percent of the **STATE**'s maximum authorized funding share identified in paragraph 1 of this Section shall be retained by **STATE** until final receipt of documentation acknowledging final acceptance of the **PLAN** by **PUBLIC ENTITY**.



4. After adoption of the **PLAN** by the C/CAG and written approval by **STATE** of the final approved **PLAN**, **STATE** will pay **PUBLIC ENTITY** the balance of the grant agreement progress payment sums retained by **STATE**.

**STATE OF CALIFORNIA**

**DEPARTMENT OF TRANSPORTATION**

**PUBLIC ENTITY'S ACCEPTANCE**

I hereby certify that the sum of \$15,000 has been deposited in the C/CAG ALUC Special Aviation Account within the PUBLIC ENTITY's Special Aviation Fund to match the sum of money granted by the STATE as provided by Section 21683 of the Public Utilities Code.

EXECUTED THIS \_\_\_\_ OF \_\_\_\_\_, 2012.

By: \_\_\_\_\_

TITLE: \_\_\_\_\_

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**  
Division of Aeronautics

By: \_\_\_\_\_  
**GARY CATHEY, Chief**  
Division of Aeronautics

I hereby certify upon my own personal knowledge that allocated funds are available for the period and purpose of the expenditure stated above.

DATE \_\_\_\_\_

\_\_\_\_\_  
**DEPARTMENT OF TRANSPORTATION**  
**ACCOUNTING OFFICER**



# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of Resolution 12-59 authorizing the C/CAG chair to execute Amendment No. 2 to the Agreement with Mokhtari Engineering Inc. for an additional \$240,000 for a new amount not to exceed \$490,000 and a 18 month time extension for project management services on the Smart Corridors Project, and approval to waive the Request for Proposal (RFP) process.

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve of Resolution 12-59 authorizing the C/CAG chair to execute Amendment No. 2 to the Agreement with Mokhtari Engineering Inc. for an additional \$240,000 for a new amount not to exceed \$490,000 and a 18 month time extension for project management services on the Smart Corridors Project, and approval to waive the Request for Proposal (RFP) process.

## **FISCAL IMPACT**

This amendment is for additional time and material for an amount not to exceed \$240,000. 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).

**ITEM 5.6**

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 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.

On August 17, 2011, Amendment No.1 was executed to add \$150,000 and one year of service to the contract for the addition of Segment 3, which extended the southern limits of the Smart Corridors to the Santa Clara county line.

#### Reason for Amendment

Mokhtari Engineering is being asked to invest more time and effort to oversee the construction and integration work not anticipated under the current contract. The resulting expenditures will exhaust the agreement funds by the end of December. As a result of the additional level of effort, staff is requesting an amendment to add \$240,000 for a new total not to exceed \$490,000.

The existing project management agreement is scheduled to terminate in February 2013; therefore staff is requesting a time extension to change the existing contract termination date of February 12, 2013 to a new termination date of August 30, 2014. This is the date that construction of the local segment of the Smart Corridor is expected to be completed.

Mokhtari Engineering, Inc. was originally selected through a formal RFP procedure. 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.

Per Section 9, of the June 2010 adopted C/CAG Procurement Policy, the C/CAG Board may waive the solicitation of RFP's when it determined that it is in the best interest of C/CAG to do so. A listed appropriate situation for waiving RFP process is "when it is determined by the C/CAG Board that the added time required for another firm and/ or individual to acquire this knowledge base would create an unacceptable delay in the delivery of the service or not result in significant cost savings."

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 since 2009. Mokhtari Engineering also is highly familiar with the details of the current project limits and has facilitated development of segment 3 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 as it is expected to delay the project by several months. A new project manager would not know the history of this project, would have to rebuild the working relationships with Caltrans and the cities, and would not be aware of the project details that have transpired over the last several years.

### **ATTACHMENT**

- Resolution 12-59
- Amendment No. 2 to the Agreement with Mokhtari Engineering Inc.



## **RESOLUTION 12-59**

**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. 2 TO THE AGREEMENT WITH MOKHTARI ENGINEERING INC. FOR AN ADDITIONAL \$240,000 TO A NEW AMOUNT NOT TO EXCEED \$490,000 AND A 18 MONTH 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 since February 2009; and

**WHEREAS**, C/CAG has determined that additional level of effort is needed for project management services; and

**WHEREAS**, C/CAG has determined that an additional two hundred forty thousand dollars (\$240,000) 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 18 month 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 2. to the agreement with Mokhtari Engineering, Inc. to add \$240,000 for

a new total not to exceed \$490,000 and for a time extension to August 30, 2014. 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 OCTOBER 2012.**

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*Bob Grassilli, Chair*



**AMENDMENT NO.2 TO THE AGREEMENT  
BETWEEN  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO  
COUNTY AND  
MOKHTARI ENGINEERING, INC.**

This Amendment No. 2 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, at its August 11, 2011 meeting, C/CAG approved the Amendment No. 1 between the City/County Association of Governments of San Mateo County and Mokhtari Engineering, Inc. ("First Amendment"); 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 hours of Services are needed for the construction and integration phase of the Project; 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 two hundred forty thousand dollars (\$240,000) is estimated to complete the additional Services; and

WHEREAS, C/CAG has determined that an additional eighteen (18) month 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 ~~two hundred and fifty thousand dollars (\$250,000)~~ *four hundred and ninety thousand dollars (\$490,000)*.

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, 2013~~ *August 30, 2014* 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 "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, by their duly authorized representatives, have affixed their hands.

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, Town of Atherton, 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) included the 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:

- Design of local arterial portion of the project from I-380 in San Bruno to the Santa Clara county line.
- Design of the state portion of the project from I-380 in San Bruno to the Santa Clara county line.
- 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 \$490,000.



# C/CAG AGENDA REPORT

**Date:** October 11, 2012  
**To:** C/CAG Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified)

(For further information or questions contact Richard Napier at 599-1420 or Sandy Wong at 599-1409)

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## **RECOMMENDATION**

That the C/CAG Board review and approve of C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified).

## **FISCAL IMPACT**

None.

## **SOURCE OF FUNDS**

NA.

## **BACKGROUND/DISCUSSION**

The State legislature adjourned the 2011-12 regular session on August 31, 2012. Please see attachment on summary of update on State legislations of interest to C/CAG.

## **ATTACHMENTS**

- State Legislative Update – October



ADVOCATION



SHAW/YODER/ANTWIH, *inc.*  
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

October 1, 2012

TO: Board Members, City/County Association of Governments, San Mateo County  
FROM: Advocation, Inc. – Shaw / Yoder / Antwih, Inc.

**RE: STATE LEGISLATIVE UPDATE-SEPTEMBER**

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The legislature adjourned the 2011-12 regular Session on Friday, August 31. Barring a Special Session, the legislature will reconvene in December with a new class of legislators. The following is a list of issues of interest to C/CAG that we have been monitoring over the course of the final weeks. The Governor had until September 30 to either sign or veto legislation.

**Proposition 1A-High Speed Rail Funding**

On July 6<sup>th</sup>, the legislature approved SB 1029, which appropriates funding for high-speed rail. The appropriation includes \$6 billion for the Central Valley (\$3.3 billion of which is a federal grant), \$1.1 billion for the "bookends", primarily Caltrain and Metrolink and \$819 million for connectivity project funding (including \$106 million for intercity rail) for the 11 recipients identified in the list approved by the California Transportation Commission (CTC) on June 27<sup>th</sup>.

As a result, Caltrain will receive \$1.1 billion in Proposition 1A funding to use with local match dollars (\$1.428 billion total) to electrify its system along its existing right-of-way, implement positive train control, and purchase new rail cars. The improvements would be completed by 2019, a full 12 years before high-speed rail service is being contemplated in the area. Electrification will allow for member agencies to reduce their operating costs in half while increasing service from 45,000 to 70,000 riders per day.

The CTC has been granted authority by the Department of Finance (DOF) to issue allocations immediately to begin over the Fall. Unlike recent years, DOF is not waiting for a bond sale prior to funding a project. Instead, they will borrow against existing transportation pots and reimburse those sources within the fiscal year after a sale has occurred. This traditional strategy will help ensure that projects are expedited while reducing the state's liability of incurring bond debt service.

On September 27, Caltrain applied for and received a \$39 million allocation from the CTC to implement its positive train control system to comply with the 2015 federal mandate to implement the safety system. Failure to do so would result in a shutdown of the system. This investment also moves us down the road of the initial work towards a high-speed train system.

Caltrain also received a \$9 million allocation from the CTC for a grade separation project in San Bruno from the Proposition 1B Highway-Railroad Crossing Safety Account.

**Key Bills**

**1. AB 1780 (Bonilla)** assigns responsibilities, including cost-sharing responsibilities between local transportation planning agencies and Caltrans, for completion of project study reports (PSRs), or equivalent planning documents. It also directs Caltrans to review and approve



PSRs or equivalent planning documents that are prepared by other entities for projects on the State Highway System. Mandates that, for state highway projects that are in an adopted regional transportation plan, a voter-approved county sales tax measure expenditure plan, or other voter-approved transportation program, Caltrans is to review and approve the PSR or equivalent planning document at its own expense; for other projects, Caltrans's costs for review and approval of the PSRs or equivalent planning documents are to be paid by the entity performing the work.

PSRs and equivalent planning documents (referred to collectively as project initiation documents, or PIDS) are used to document the initial stages of a project's development. They contain specific information related to a project idea such as the identification of the transportation problem that is to be addressed, an evaluation of potential alternatives to address the problem, and the justification and description of the preferred solution. Each PSR also includes the estimated cost, scope, and schedule of the project-information needed to decide if, how, and when to fund the project. Existing law requires PSRs to be completed before a project can be included in an adopted STIP and the California Transportation Commission (CTC) administratively requires PSRs for projects to be included in the State Highway Operation and Protection Program.

Caltrans' efforts related to preparing and providing oversight for PIDS, including development of PSRs, have come under scrutiny in the last couple of years, focused largely on a significant over-production of PIDs and resultant wasteful costs. Much of the scrutiny was as a result of the Legislative Analyst's Office (LAO) budget analyses that identified deficiencies in the program, including (in addition to the over-production issue) a lack of any cost-sharing arrangements with other agencies for the development of PIDs. As a result, the Legislature requested Caltrans to collaborate with external stakeholders to identify ways to improve the project initiation process, including consideration of potential cost-sharing arrangements and a streamlined PID process.

Caltrans responded to LAO's concerns and recommendations by working with local agencies and the CTC to streamline PIDs. These efforts sought to ensure that PSRs did not include more information than was prudent to collect at the beginning stages of a project's development and that PSRs were not being done for more projects than could reasonably be expected to be developed.

Budget discussions are continuing this year and continue to focus on: 1) identifying the appropriate source of funding for PSRs and other planning documents; and 2) resolving the appropriate content and scope of these documents. Previous attempts by the Legislature to ensure that Caltrans be responsible for costs for locally-sponsored state highway projects have been twice vetoed by the Governor, who directed, instead, that Caltrans' costs for the work be reimbursed by local agencies.

A deal was finally reached with DOF to do the following:

- Specify that the PID development and oversight will not be charged indirect costs.
- Add reimbursement for locally-sponsored oversight and PID development
- Assumes SHA funding for state and joint sponsored projects.
- Contains language regarding cooperative agreements to reinforce the effort to create a standard agreement that will be easier for locals.

The contents of the agreement were inserted into AB 1477 (Budget) which was signed by the Governor.

**2. SB 1339 (Yee)** authorizes the Metropolitan Transportation Commission (MTC) and the Bay Area Air Quality Management District (BAAQMD) to jointly adopt a commute benefit

ordinance that requires covered employers operating within the common area of the 2 agencies with an average of 50 employees per week to offer those employees certain commute benefits.

Last year, MTC and BAAQMD sponsored similar legislation (SB 582) for purposes of authorizing a metropolitan planning organization (MPO), in conjunction with the local air quality management district, to adopt a regional commute benefit requirement, for businesses of 20 or more. SB 1339 raises the threshold to apply to companies/businesses that employ 50 people. The intent of the bill is to help reduce congestion, cut air pollution, and achieve the mandated transportation-related greenhouse gas reduction targets adopted by the Air Resources Board (ARB) in 2010, consistent with Senate Bill 375 (Steinberg, 2008).

The bill was signed by the Governor.

3. **SB 843 (Wolk)** establishes a new business model that would allow developers of renewable projects to sell electricity to customers of Investor Owned Utilities (IOUs).

The bill failed passage in the Assembly Utilities and Commerce Committee.

4. **ACA 23 (Perea)** this bill would amend the Constitution to lower the vote threshold, from 66% to 55%, for local transportation sales tax measures.

As expected, the bill died on the Assembly Floor because the author failed to acquire any Republican votes to meet the required two-thirds vote threshold.

5. **AB 485 (Ma)** would add public transportation agencies to the list of entities that are eligible to receive a credit by the California Public Utilities Commission for rate increases passed on to ratepayers by investor-owned utilities (IOUs) from the purchase of Cap and Trade emissions credits. Currently, residential, small business, and emission-intensive trade exposed customers (glass manufacturers, cement mixers) qualify to receive such credits.

The bill died on the Senate Floor. Legislation will be introduced next year to address the problem.

# C/CAG AGENDA REPORT

**Date:** October 11, 2012

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Review and approval of Resolution 12-60 authorizing the acceptance of \$2,000,000 to perform the High-Occupancy Vehicle lane (HOV) Hybrid Study on US 101 from Whipple to south of the I-380 interchange.

(For further information or questions contact Jean Higaki at 650-599-1462)

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution 12-60 authorizing the acceptance of \$2,000,000 to perform the High-Occupancy Vehicle lane (HOV) Hybrid Study on US 101 from Whipple to south of the I-380 interchange.

## **FISCAL IMPACT**

\$2,000,000 in Measure A funds will be accepted by C/CAG.

## **SOURCE OF FUNDS**

The source will be Measure A funds provided by the San Mateo County Transportation Authority (SMCTA).

## **BACKGROUND/DISCUSSION**

Throughout the US 101 corridor, there are four (4) through travel lanes in each of the northbound and southbound directions with auxiliary lanes in many of the segments. Of the four through travel lanes, one lane is designated as carpool lane from the Santa Clara County Line to Whipple Ave in Redwood City. There is no carpool lane between Whipple Ave and the San Francisco County Line. In general, carpool lanes provide incentive to carpool and hence reduce single driver trips. Carpool lanes also benefit buses and other multi-passengers vehicles such as van-pools and reduce greenhouse gas emission.

On May 24, 2012, the SMCTA issued a call for projects for their Measure A Highway Program, to solicit projects that reduce congestion in commute corridors. The program focuses on removing bottlenecks in the most congested highway commute corridors, reducing congestion, and improving throughput along critical congested commute corridors. On June 29, 2012,

**ITEM 6.2**

C/CAG submitted a project application to study a staged approach to provide HOV lanes on US 101.

On October 4, 2012, SMCTA programmed funds for the HOV Hybrid Study, on US 101 from Whipple Avenue in Redwood City to south of the I-380 interchange, but has not allocated funds to the project, due to existing policy language in the 2001 C/CAG adopted Countywide Transportation Plan (CTP). The 2001 CTP language does not support conversion of multi-flow or auxiliary lane conversions to HOV.

C/CAG is in the process of updating the CTP as congestion conditions and forecast have changed significantly since 2001. As the CTP update is still in process, SMCTA allocation of funds is contingent on a C/CAG board resolution in support of the HOV study.

In 2011, an MTC, C/CAG joint sponsored HOV Lane Feasibility Analysis was completed that evaluated two options to extend the HOV lane within the county. One option was to add a new HOV lane in each direction, while the other option was to “convert” the existing number one lane (left-most lane) to an HOV lane in each direction. The “add lane” option would result in a very high cost and have adverse negative impacts in terms of right-of-way and adjacent land use. The “convert” option required no additional right of way but would adversely impact travel time in the mixed-flow lanes.

A “Revised Traffic Analysis Memorandum” was developed in November 2011 to evaluate a “hybrid” HOV lane option. The hybrid option would be a compromise where some right of way would be required but not at the same level of an “add lane” option. The hybrid option would also require portions of auxiliary lane conversion, but not a full conversion.

The “Revised Traffic Analysis Memorandum” evaluated traffic operation effects of a hybrid HOV lane option that combined the best features of the “add lane” and the “convert lane” options, and evaluated if the hybrid HOV lane option is operationally feasible or shows benefit. A final mainline report was completed March, 2012 which showed positive travel time benefits.

The traffic operations effects, design concepts, and cost estimates of the hybrid lane pointed to a fourth option that was then evaluated – a “staged hybrid lane” – that would consist of a hybrid HOV lane from Whipple Avenue to just south of the I-380 interchange in San Bruno. This staged hybrid alternative was introduced because most of the operational benefits from the hybrid HOV lane are identified in the southern portion of the corridor while most of the costs, associated with reconstruction of the overpasses, are identified north of the I-380 interchange.

Staff believes that there is value in the study of the US 101 corridor to evaluate the benefits versus the cost and impacts that an HOV lane would have on the system, therefore staff

recommends approval of a resolution to approve the study effort. Staff will present projects to the board for approval of any future phases of work beyond the study phase.

**ATTACHMENTS**

1. Resolution 12-60



**RESOLUTION 12-60**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE ACCEPTANCE OF \$2,000,000 TO PERFORM THE HIGH-OCCUPANCY VEHICLE LANE (HOV) HYBRID STUDY ON US 101 FROM WHIPPLE TO SOUTH OF THE I-380 INTERCHANGE.**

**WHEREAS**, the Board of Directors of the City/County Association of Governments has been awarded funds for the HOV Hybrid Study on US 101; and,

**WHEREAS**, the San Mateo County Transportation Authority (SMCTA), is providing Measure A grant funding for this study, conditioned on the approval of a resolution in support of the study; and,

**WHEREAS**, the C/CAG is aware of the 2001 Countywide Transportation Plan language; and,

**WHEREAS**, the C/CAG is aware that congestion conditions and forecast have changed significantly since 2001; and,

**WHEREAS**, C/CAG desires to access the funds to proceed with study efforts,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Board authorizes the acceptance of \$2,000,000 to perform the High-Occupancy Vehicle lane (HOV) Hybrid Study on US 101 from Whipple to south of the I-380 interchange.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF OCTOBER 2012.**

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*Bob Grassilli, Chair*





## C/CAG AGENDA REPORT

Date: October 11, 2012

TO: C/CAG Board of Directors

From: Richard Napier - Executive Director, C/CAG

Subject: Presentation, Public Hearing, and introduction of recommendation from the Airport Land Use Committee for adoption of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

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

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### **Recommendation:**

Presentation, Public Hearing, and introduction of recommendation from the Airport Land Use Committee for adoption of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport in accordance with the staff recommendation.

### **Fiscal Impact:**

Function of the number of consistency reviews performed annually. Approximately \$25-50,000 annually and \$4,000 to \$8,000 per consistency review.

### **Source of Revenue:**

Funding is provided in the adopted C/CAG Budget under the General Fund. Staff is pursuing funding from the airport operators and other sources to reduce the funding necessary from the General Fund.

### **Background:**

C/CAG as the Airport Land Use Commission for San Mateo County is responsible for developing an Airport Land Use Compatibility Plan (ALUCP) for all four airports in San Mateo County. These airports include San Francisco International Airport (SFIA), Half Moon Bay, San Carlos, and Palo Alto (shared with Santa Clara County Airport Land Use Commission). These plans must be developed consistent with the California Department of Transportation Division of Aeronautics *Airport Land Use Planning Handbook*, 2011. Because the update of the ALUCP was partially funded by a grant from the Federal Aviation Administration (FAA), the plan update process also must comply with Federal guidance. The ALUCP for all four airports are outdated. C/CAG has begun updating the ALUCP. The first ALUCP to be updated is for San Francisco International Airport.

ITEM 6.3.1

C/CAG hired Jacobs Consultancy, which subcontracted with Ricondo & Associates, Inc., to develop the ALUCP for SFIA. In addition to the FAA grant, C/CAG received grants from the California Division of Aeronautics, and SFIA to update the ALUCP for San Francisco International Airport. This update was initiated in 2008. It was delayed due to FAA approval of updated noise contours, delay in completing the Aeronautics Handbook 2011, and approval of the Runway Safety Area Program at SFIA. A draft Final of the Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport is completed and available online at the C/CAG website at . [www.ccag.ca.gov/aluc.html](http://www.ccag.ca.gov/aluc.html) .

### **Process:**

C/CAG established a Project Advisory Committee to aid in the development of the ALUCP (CLUP) for San Francisco International Airport. The Committee met three times and received initial presentations from the consultant. It was clear given the complex issues for the update of the ALUCP (CLUP) for SFIA and the controversy raised at the Project Advisory Committee meetings that the process needed to be modified. The process that was followed was for the ALUC staff and the C/CAG Executive Director to meet individually with the City Managers and Planning Directors of the primary cities impacted. These included Daly City, Brisbane, South San Francisco, San Bruno, Millbrae, and Burlingame. ALUC staff and the C/CAG Executive Director then met with SFIA Director and Planning Manager. This approach was followed several times on the various critical issues such as noise contour, aviation easement and process, height limits, and Runway Safety Area Program. Each issue was worked until both the Cities and SFIA were satisfied with the approach. After all the major issues were addressed, Ricondo was directed to develop a draft of the Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport consistent with the agreement on the issues between the cities and San Francisco International Airport.

C/CAG staff and the consultant have been working with the stakeholders and the Airport Land Use Committee to make a final recommendation on the ALUCP for the Environs of San Francisco International Airport. ALUC Meetings were held on February 16, 2012, March 22, 2012, June 21, 2012, August 23, 2012, and September 27, 2012 to review, comment and provide direction on the SFIA ALUCP. All the ALUC meetings were noticed on the C/CAG Website with the August 23, 2012 and September 27, 2012 meetings also noticed in the newspaper. The October 11, 2012 and November 8, 2012 C/CAG Board Meetings were also noticed in the newspaper.

The draft Final ALUCP is completed and is being brought to the C/CAG Board (Airport Land Use Commission) for presentation, public hearing and introduction.

### **Major Issues:**

The SFO ALUCP has four primary areas of concern:

- Aircraft Noise – To reduce the potential number of future airport area residents who could be exposed to noise impacts from airport and aircraft operations.

- Safety of Persons on the Ground – To minimize the potential number of future residents and land use occupants exposed to hazards related to aircraft operations and accidents.
- Airspace Protection and Safety of Aircraft in Flight – To protect the navigable airspace around the Airport for the safe and efficient operation of aircraft in flight and to avoid potential hazards to aircraft in flight.
- Overflight Notification – To establish an area within which flights to and from the Airport occur frequently enough and at a low enough altitude to be noticeable by sensitive residents. Within this area, real estate disclosure notices are required, pursuant to State law.

The airport/land use compatibility policies and criteria in the ALUCP apply only to new development. Under State law, the Airport Land Use Commission (the C/CAG Board) has no jurisdiction over existing development, except for nonconforming uses that are proposed for expansion or enlargement. The policies and criteria of the ALUCP, which are intended to promote the compatibility of new development with the Airport, are discussed in detail in the ALUCP. The major issues are discussed below.

Avigation Easement - The ALUCP requires Avigation Easements to be granted to SFIA by developers of certain “conditionally compatible” land uses in the Airport Influence Area. The purpose of the Avigation Easement is to grant an easement to SFIA for the normal operation of aircraft. These include over-flight, vibration, and noise from normal aircraft operation. These easements allow SFIA to operate without a waiver required. The property owner retains all rights associated with regard to abnormal aircraft operation. The Avigation Easement includes a trigger that if the sound increases 3dB for three out of four quarters that the easement is no longer in effect until the noise level is reduced to below 3 dB. The easement must be granted upon receipt of the building permits. Upon notice from the cities that the project is not being built, SFIA must relinquish the Avigation Easement. The detailed language is shown in Appendix G pages 10 thru 17.

Noise - As a result of aircraft engine technology that significantly reduces the sound, the respective noise contours (60, 65, 70 dB CNEL) have significantly been reduced since the original 1980 ALUCP was amended and adopted in 1996. The old noise contour for 70dB is now essentially the current 60 dB contour. This has significantly reduced the overall noise impact from operations at San Francisco International Airport. Due to increased operations it is likely that the noise contours will likely increase in the future. The ALUCP specifically defines the allowable land uses for the greater than 65, 70, and 75 dB CNEL areas. New housing, hospitals, schools, and places of public assembly within the CNEL 65 dB contour must be sound-insulated. With one exception, these uses are not allowed within the CNEL 70 dB contour. New housing is allowed between the CNEL 70 and 75 dB contours on existing lots of record, subject to sound insulation. It is important to note that this does limit some housing development in San Bruno and South San Francisco on El Camino Real. San Francisco International Airport has an ongoing noise monitoring program. The detailed noise contours are shown in Chapter III - Exhibit III-1 and Appendix D - Figure D-2 and Figure D-3. The Projected 2020 Noise Contours in this ALUCP are slightly increased over the 2006 Noise Contours. This created a transition issue for a housing project in South San Francisco. This housing project was compliant with the 2006 Noise Contour since it fell just outside the 70dB CNEL Contour. However, it falls just inside the 70dB CNEL 2020 Noise Contour included in

this updated ALUCP which would prohibit housing. Given that it was a transition issue the following language was include in the updated ALUCP.

#### GP-5.3 Development Actions in the Review Process Before the effective Date of this ALUCP

Any proposed development action located between the 2006 NEM and 2020 Forecast 70 dB CNEL noise contours, that has an application deemed complete per the California government code by the local agency prior to adoption of this ALUCP, will be evaluated for noise consistency only under the 2006 NEM 70 db CNEL noise contour provided that the proposed development action meets all other requirements of this ALUCP. See attached Exhibit III-1.

#### Height

A mapping effort was done by San Francisco International Airport to illustrate the critical aeronautical surfaces. The aeronautical surfaces include those established in accordance with FAA Order 8260.3B, Terminal Instrument Procedures (TERPS), and One Engine Inoperative (OEI) departures from 28L (to the west through San Bruno Gap). These are mapped and shown in Exhibit IV-16, Exhibit IV-17, and Exhibit IV-18. These exhibits depict the lowest elevations from the combination of the OEI procedure surface and all TERPS surfaces. These surfaces indicate the maximum feasible height at which structures can be considered compatible with Airport operations.

An Interactive Airspace Tool has been developed that reflect the critical airspace surfaces that will allow Planners to easily determine the heights that are acceptable on a particular piece of property. This will significantly simplify the task for the city Planners.

The updated ALUCP adopted the lowest critical airspace as the height limit. The only change is the One Engine Inoperative Surface may be the height limit in some areas. The remaining height limits are the same as the prior ALUCP and FAA requirements. The biggest difference is the iALP tool provides much more information that makes it easier for the planners to use in evaluating a project. This also lets the land use planner know what the likely height limit that will be required by the FAA.

#### Safety Zones

The California Department of Transportation Division of Aeronautics *Airport Land Use Planning Handbook*, 2011 advises the creation of five sets of safety zones associated with each runway at air carrier airports. For the SFIA CLUP, five safety zones were established for Runways 10L-28R and 10R-28L and Runways 1L-19R and 1R-19L. The fifth zone, the Sideline Zone, was minimized since all land covered by that zone is on Airport property and inside the Airport security fence. SFIA's obligations to comply with FAA airfield design requirements ensures that these areas will remain compatible with Airport operations. The five safety zones include 1- Runway Protection Zone (RPZ), 2- Inner Approach/ Departure Zone (IADZ), 3- Inner Turning Zone (ITZ), 4- Outer Approach/ Departure Zone (OADZ) and 5- Sideline Zone. All the

zones are shown in Exhibit IV-7. Adjustments were made to the size and shape of the Caltrans recommended zones based on the geographical and operation characteristics of the runways.

Land use restrictions in the safety zones would prohibit the development of new residential areas, schools, hospitals and nursing homes, places of public assembly, critical public utilities, and the manufacture, processing, and storage of hazardous materials. Because the areas within the safety zones are fully developed, however, the land use restrictions within the safety zones have little practical effect. Existing residences off the west and south ends of both sets of runways would become nonconforming uses. Off the south end of Runways 1L-19R and 1R-19L, two places of worship, one hospital and one school would become nonconforming. Parts of Peninsula Hospital and Mills High School are also inside the proposed safety zones and would become nonconforming uses. Nonconforming buildings may be modified, and they may be reconstructed if destroyed by calamity as long as the degree of nonconformity is not increased. This means that additional dwelling units cannot be added to nonconforming residences, and the size of nonresidential uses cannot be increased. A special, case was made for Peninsula Hospital and Mills High School that would allow them to expand the buildings on site provided no additional land was added to the nonconformity.

The safety zones off the north ends of Runways 1L-19R and 1R-19L and south ends of 10L-28R and 10R-28L have no impact since they are over San Francisco Bay.

### Density

Caltrans Department of Aeronautics raised a concern that density was not used in the ALUCP as a limiting factor in the Safety Zones. It is important to keep in mind that San Francisco International Airport is located in an urban area with established development on three sides. This locational context resulted in three key objectives for the ALUCP update: 1- Protect all aspects of the operations of SFO, 2- Reasonably balance acceptable land uses in this already densely populated and developed area, and 3- Balance and address the relevant political issues in the surrounding cities. A key approach taken was to use height to control density. This was especially significant given that the terrain increases in height toward the west. The ALUCP sets the strongest height limit requirements for any airport. Therefore, allowable land use and height were the only criteria used to effectively control density. This met the objective of protecting the airport operations while providing more flexibility to the land use agencies.

### Real Estate Disclosure and ALUC Review Area

The SFO ALUCP applies to geographic areas in various cities and unincorporated areas in San Mateo County that are located within the Airport Influence Area (AIA) boundary established and defined in Chapter 4 of the ALUCP. The AIA consists of two areas (Areas A and B). Area A, depicted on Exhibit IV-1, is the larger of the two areas and includes all of San Mateo County. All parts of the county are overflown by at least one flight per week to or from SFO at altitudes of 10,000 feet above mean sea level (MSL) or less. All properties in Area A must do a Real Estate Disclosure in accordance with Appendix G of the ALUCP.

Area B is the smaller of the two areas and lies within Area A. Area B, depicted on Exhibit IV-2 of the ALUCP, consists of areas exposed to aircraft noise attributable to SFO operations at levels of CNEL 65 dB or greater, areas below the 14 CFR (Code of Federal Regulations) Part 77 conical surface, and areas beneath the TERPS approach surface to Runways 28L and 28R and the one-engine inoperative departure surface for Runways 28L and 28R. All properties within Area B requires review by the Airport Land Use Commission for major planning actions as specified in the ALUCP. Typically these actions are for rezoning and general Plan amendments.

**ALUC Recommendation:**

The Airport Land Use Committee at its September 27, 2012 meeting unanimously recommended that the C/CAG Board (Airport Land Use Commission) adopt the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport in accordance with the ALUC and staff recommendations.

**CEQA Documentation**

C/CAG has contracted with Ricondo and Associates to do the CEQA analysis of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. The consultant has completed the CEQA Initial Study that shows a Negative Declaration is justified.

The ALUC recommendation to the C/CAG Board (Airport Land Use Commission) is for adoption/ certification of the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport.

**Next Steps:**

The C/CAG Board will have a presentation and public hearing and be asked to officially introduce the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport at the October 11, 2012 meeting. The Initial Study and Negative Declaration will also be submitted to the C/CAG Board on October 11, 2012. The Board will hold a public hearing. The Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport will be placed on the November 8, 2012 meeting for final adoption. The Initial Study and Negative Declaration for the Comprehensive Airport Land Use Plan for the Environs of San Francisco International Airport document will also be placed on the C/CAG Board agenda for November 8, 2012 for final certification.

**Attachments:**

Comprehensive Land Use Compatibility Plan for the Environs of San Francisco International Airport  
Initial Study and Negative Declaration for the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport  
Newspaper Notices

**Document Availability:**

Go to [www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html)  
[www.ccag.ca.gov/aluc.html](http://www.ccag.ca.gov/aluc.html)





## **NEWSPAPER NOTICES**

Notice of Intent to Adopt a Negative Declaration for the Proposed Comprehensive Airport Land Use Plan for the Environs of San Francisco International Airport

Dated July 2012

Dated October 2012



NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION

FOR THE PROPOSED COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN

FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT

The City/County Association of Governments of San Mateo County (C/CAG), acting in its capacity as the Airport Land Use Commission for the County of San Mateo, intends to adopt a Negative Declaration, prepared pursuant to the California Environmental Quality Act (CEQA)<sup>1</sup>, for the proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (the ALUCP or proposed project).

**Brief Project Description:** The basic function of the ALUCP is to promote compatibility between San Francisco International Airport (Airport) and the land uses that surround the Airport. The ALUCP includes specified limitations and conditions on the future development of new residential, commercial and other noise- and risk-sensitive uses surrounding the Airport. The ALUCP provides land use compatibility policies and criteria for the area surrounding the Airport, and includes components describing the Airport, existing and planned land use in the Airport environs, compatibility zone maps, compatibility policies and criteria, and procedural policies.

The geographic scope of the ALUCP includes the proposed Airport Influence Area (AIA). The AIA includes two parts, Areas A and B. The largest, Area A, covers all of San Mateo County. It is the area within which the real estate disclosure requirements of state law would apply.<sup>2</sup> Area B, the project referral area, includes portions of the Cities of Burlingame, Colma, Daly City, Hillsborough, Millbrae, Pacifica, San Bruno, San Mateo, South San Francisco and parts of unincorporated San Mateo County. Within Area B, agencies would be required to submit proposed general plan amendments, specific plans, and zoning ordinances and amendments to C/CAG, in its role as the Airport Land Use Commission, for determinations of consistency with the ALUCP. The AIA boundary will be established by the C/CAG Board after hearing and consultation with the involved agencies, consistent with the requirements of Section 21675(c) of the California Public Utilities Code.

**Public Review Period:** The Initial Study and Negative Declaration will be available for public review and comment for a 43-day period, beginning on Thursday, July 12, 2012, and ending on Thursday, August 23, 2012. Written comments must be received by mail, facsimile, or email no later than 5:00 p.m. on Thursday, August 23, 2012. Please direct all comments to:

Richard Napier  
Executive Director  
City/County Association of Governments of San Mateo County  
555 County Center  
Fifth Floor  
Redwood City, California 94063

<sup>1</sup> California Public Resources Code, §21000 et seq.

<sup>2</sup> California Business and Professions Code, §11010(b)(13).

Fax: 650.361.8227

E-mail: [rnapier@co.sanmateo.ca.us](mailto:rnapier@co.sanmateo.ca.us)

**Document Availability:** Copies of the Initial Study, Negative Declaration, and all documents incorporated by reference therein, will be available during normal business hours (8:30 a.m. to 5:00 p.m., Monday thru Friday) at C/CAG's offices, located on the fifth floor of the county office building at 555 County Center, Redwood City, CA 94063. These documents also will be available online at [http://www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html). Hard copies are available for review at the following public libraries:

Burlingame Library 480 Primrose Rd Burlingame, CA 94010 (650) 558-7400	San Bruno Public Library 701 Angus Ave W San Bruno, CA 94066 (650) 616-7078
Millbrae Library 1 Library Avenue Millbrae, CA 94030 (650) 697-7607	San Carlos Library 610 Elm Street San Carlos, CA 94070 (650) 591-0341
Pacifica Sharp Park Library 104 Hilton Way Pacifica, CA 94044 (650) 355-5196	South San Francisco Library 840 West Orange Ave South San Francisco, CA 94080 (650) 829-3862

**Public Hearings:** The C/CAG Airport Land Use Committee (ALUC) will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on Thursday, August 23, 2012, 4:00 p.m., at the following location:

Burlingame City Hall  
501 Primrose Road, Council Chambers  
Burlingame, CA 94010

The C/CAG Board will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on October 11, 2012, 6:30 p.m., at the following location:

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

No action or proceeding may be brought under CEQA to challenge C/CAG's adoption of the proposed Negative Declaration, or its approval of the proposed project, unless the alleged grounds for noncompliance were presented to C/CAG either orally or in writing by any person during the public comment period or prior to issuance of the notice of determination.

**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION**  
**FOR THE PROPOSED COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN**  
**FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT**

The City/County Association of Governments of San Mateo County (C/CAG), acting in its capacity as the Airport Land Use Commission for the County of San Mateo, intends to adopt a Negative Declaration, prepared pursuant to the California Environmental Quality Act (CEQA)<sup>1</sup>, for the proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (the ALUCP or proposed project).

**Brief Project Description:** The basic function of the ALUCP is to promote compatibility between San Francisco International Airport (Airport) and the land uses that surround the Airport. The ALUCP includes specified limitations and conditions on the future development of new residential, commercial and other noise- and risk-sensitive uses surrounding the Airport. The ALUCP provides land use compatibility policies and criteria for the area surrounding the Airport, and includes components describing the Airport, existing and planned land use in the Airport environs, compatibility zone maps, compatibility policies and criteria, and procedural polices.

The geographic scope of the ALUCP includes the proposed Airport Influence Area (AIA). The AIA includes two parts, Areas A and B. The largest, Area A, covers all of San Mateo County. It is the area within which the real estate disclosure requirements of state law would apply.<sup>2</sup> Area B, the project referral area, includes portions of the Cities of Burlingame, Colma, Daly City, Hillsborough, Millbrae, Pacifica, San Bruno, San Mateo, South San Francisco and parts of unincorporated San Mateo County. Within Area B, agencies would be required to submit proposed general plan amendments, specific plans, and zoning ordinances and amendments to C/CAG, in its role as the Airport Land Use Commission, for determinations of consistency with the ALUCP. The AIA boundary will be established by the C/CAG Board after hearing and consultation with the involved agencies, consistent with the requirements of Section 21675(c) of the California Public Utilities Code.

**Public Review Period:** The Initial Study and Negative Declaration was legally noticed and available for public review and comment for a 43-day period, beginning on Thursday, July 12, 2012, and ending on Thursday, August 23, 2012 at 5:00 p.m. . All verbal and written comments received were considered in developing the final documents.

**Document Availability:** Copies of the Initial Study, Negative Declaration, and all documents incorporated by reference therein available at: [http://www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html)

**Public Hearings:** The C/CAG Board will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on October 11, 2012, 6:30 p.m., at the following location:

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

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<sup>1</sup> California Public Resources Code, §21000 et seq.

<sup>2</sup> California Business and Professions Code, §11010(b)(13).

Final adoption will be at the C/CAG Board Regular Meeting on November 8, 2012 at 6:30 p.m. at the same location.

No action or proceeding may be brought under CEQA to challenge C/CAG's adoption of the proposed Negative Declaration, or its approval of the proposed project, unless the alleged grounds for noncompliance were presented to C/CAG either orally or in writing by any person during the public comment period or prior to filing of the notice of determination.

## C/CAG AGENDA REPORT

Date: October 11, 2012

TO: C/CAG Board of Directors

From: Richard Napier - Executive Director, C/CAG

Subject: Presentation, Public Hearing, and introduction of recommendation from the C/CAG Airport Land Use Committee for adoption and certification of the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport.

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

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### **Recommendation:**

Presentation, Public Hearing, and introduction of recommendation from the C/CAG Airport Land Use Committee for adoption and certification of the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport in accordance with the staff recommendation.

### **Fiscal Impact:**

None on an on-going basis. The cost of implementation of the Comprehensive Land Use Plan for the Environs of San Francisco International Airport is a function of the number of consistency reviews performed annually. Approximately \$25-50,000 annually and \$4,000 to \$8,000 per consistency review.

### **Source of Revenue:**

Funding is provided in the adopted C/CAG Budget under the General Fund. Staff is pursuing funding from the airport operators and other sources to reduce the funding necessary from the General Fund.

### **Background:**

C/CAG as the Airport Land Use Commission for San Mateo County is responsible for developing an Airport Land Use Compatibility Plan (ALUCP) for all four airports in San Mateo County. These airports include San Francisco International Airport (SFIA), Half Moon Bay, San Carlos, and Palo Alto (shared with Santa Clara County Airport Land Use Commission). These plans must be developed consistent with the California Department of Transportation Division of Aeronautics *Airport Land Use Planning Handbook*, 2011. Because the update of the ALUCP was partially funded by a grant from the Federal Aviation Administration (FAA), the plan update process also must comply with Federal guidance. The ALUCP for all four airports are outdated.

**ITEM 6.3.2**

C/CAG has begun updating the ALUCP. The first ALUCP to be updated is for San Francisco International Airport.

C/CAG hired Jacobs Consultancy, which subcontracted with Ricondo & Associates, Inc., to develop the ALUCP for SFIA. In addition to the FAA grant, C/CAG received grants from the California Division of Aeronautics, and SFIA to update the ALUCP for San Francisco International Airport. This update was initiated in 2008. It was delayed due to FAA approval of updated noise contours, delay in completing the Aeronautics Handbook 2011, and approval of the Runway Safety Area Program at SFIA. A draft Final of the Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport is completed and available online at the C/CAG website at . [www.ccag.ca.gov/aluc.html](http://www.ccag.ca.gov/aluc.html).

The California Environmental Quality Act (CEQA) requires C/CAG to do an Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport. At the June 26, 2012 Airport Land Use Committee (ALUC) meeting the Draft of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport was approved. The Initial Study and Negative Declaration for the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport was developed. The CEQA document and ALUCP were noticed and distributed for comments. ALUC received verbal and written comments at the August 23, 2012 ALUC meeting. These comments were considered in making the draft Final documents. At the September 27, 2012 ALUC meeting a recommendation was made from the C/CAG Airport Land Use Committee for adoption and certification by the C/CAG Board of the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport.

A draft Final of the Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport and the Initial Study and Negative Declaration is completed and available online at the C/CAG website at . [www.ccag.ca.gov/aluc.html](http://www.ccag.ca.gov/aluc.html) .

#### **Process:**

C/CAG established a Project Advisory Committee to aid in the development of the ALUCP (CLUP) for San Francisco International Airport. The Committee met three times and received initial presentations from the consultant. It was clear given the complex issues for the update of the ALUCP (CLUP) for SFIA and the controversy raised at the Project Advisory Committee meetings that the process needed to be modified. The process that was followed was for the ALUC staff and the C/CAG Executive Director to meet individually with the City Managers and Planning Directors of the primary cities impacted. These included Daly City, Brisbane, South San Francisco, San Bruno, Millbrae, and Burlingame. ALUC staff and the C/CAG Executive Director then met with SFIA Director and Planning Manager. This approach was followed several times on the various critical issues such as noise contour, aviation easement and process, height limits, and Runway Safety Area Program. Each issue was worked until both the Cities and SFIA were satisfied with the approach. After all the major issues were addressed, Ricondo was directed to develop a draft of the Airport Land Use Compatibility Plan for the



Environs of San Francisco International Airport consistent with the agreement on the issues between the cities and San Francisco International Airport.

C/CAG staff and the consultant have been working with the stakeholders and the Airport Land Use Committee to make a final recommendation on the ALUCP for the Environs of San Francisco International Airport. ALUC Meetings were held on February 16, 2012, March 22, 2012, June 21, 2012, August 23, 2012, and September 27, 2012 to review, comment and provide direction on the SFIA ALUCP. All the ALUC meetings were noticed on the C/CAG Website with the August 23, 2012 and September 27, 2012 meetings also noticed in the newspaper. The October 11, 2012 and November 8, 2012 C/CAG Board Meetings were also noticed in the newspaper.

The draft Final ALUCP and the Initial Study and Negative Declaration is completed and is being brought to the C/CAG Board (Airport Land Use Commission) for presentation, public hearing and introduction.

#### **Noticing Requirements:**

In accordance with the California Environmental Quality Act (CEQA) noticing requirements a Notice of Intent to Adopt a Negative Declaration for the Proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport was drafted. The Notice of Intent was advertised in the San Mateo Times the first of July. The notice listed the 8/23/12 and 9/27/12 ALUC meetings and the 10/11/12 and 11/8/12 Airport Land Use Commission (C/CAG Board) meetings. A Notice of Intent was advertised in the San Mateo Times the first of October for the October 11, 2012 and November 8, 2012 C/CAG Board meetings. See Attachment - Newspaper Notices. See Attachment - NOI Distribution List for Notice of Intent to Adopt a Negative Declaration.

C/CAG distributed both the Initial Study and Negative Declaration for the Proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport and the Draft Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (July 2012) to the key stakeholders and the Airport Land Use Committee. The documents were available at six libraries and on the C/CAG web site. Consideration was given to the comments provided at the 8/23/12 ALUC meeting and the documents amended. These Addendums were provided and approved at the September 27, 2012 ALUC meeting.

#### **Public Comments:**

The Initial Study and Negative Declaration was available for public review and comment for a 43-day period, beginning on Thursday, July 12, 2012, and ending on Thursday, August 23, 2012. This meets all legal noticing requirements. All verbal comments from the 8/23/2012 ALUC meeting and written comments were considered in developing the final documents.

## **Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport:**

The SFO ALUCP has four primary areas of concern:

- Aircraft Noise – To reduce the potential number of future airport area residents who could be exposed to noise impacts from airport and aircraft operations.
- Safety of Persons on the Ground – To minimize the potential number of future residents and land use occupants exposed to hazards related to aircraft operations and accidents.
- Airspace Protection and Safety of Aircraft in Flight – To protect the navigable airspace around the Airport for the safe and efficient operation of aircraft in flight and to avoid potential hazards to aircraft in flight.
- Overflight Notification – To establish an area within which flights to and from the Airport occur frequently enough and at a low enough altitude to be noticeable by sensitive residents. Within this area, real estate disclosure notices are required, pursuant to State law.

The airport/land use compatibility policies and criteria in the ALUCP apply only to new development. Under State law, the Airport Land Use Commission (the C/CAG Board) has no jurisdiction over existing development, except for nonconforming uses that are proposed for expansion or enlargement. The policies and criteria of the ALUCP, which are intended to promote the compatibility of new development with the Airport, are discussed in detail in the ALUCP.

### Real Estate Disclosure and ALUC Review Area

The SFO ALUCP applies to geographic areas in various cities and unincorporated areas in San Mateo County that are located within the Airport Influence Area (AIA) boundary established and defined in Exhibits 2 and 3 of the Initial Study and Negative Declaration. The AIA consists of two areas (Areas A and B). Area A, depicted on Exhibit 2, is the larger of the two areas and includes all of San Mateo County. All parts of the county are overflown by at least one flight per week to or from SFO at altitudes of 10,000 feet above mean sea level (MSL) or less. All properties in Area A must do a Real Estate Disclosure in accordance with Appendix G of the ALUCP.

Area B is the smaller of the two areas and lies within Area A. Area B, depicted on Exhibit 3, consists of areas exposed to aircraft noise attributable to SFO operations at levels of CNEL 65 dB or greater, areas below the 14 CFR (Code of Federal Regulations) Part 77 conical surface, and areas beneath the TERPS approach surface to Runways 28L and 28R and the one-engine inoperative departure surface for Runways 28L and 28R. All properties within Area B requires review by the Airport Land Use Commission for major planning actions as specified in the ALUCP. Typically these actions are for rezoning and general Plan amendments.

### Potentially Displaced Development Due to Noise Policies

Exhibits 5, 6, and 7 and Tables 3 and 4 of the Initial Study and Negative Declaration identifies the area for displaced development and the magnitude. Approximately 322 dwelling units would be displaced.

### Potential Displacement Due to Safety Policies

The Safety Compatibility Criteria is shown in Table 5 of the Initial Study and Negative Declaration. Exhibits 8 and 9 show the Safety Compatibility Zones that could potentially create displacement. There are some minor land use displacement issues due to the land use restrictions in the Safety Zones.

### Potential Displacement Due to Airspace Protection Policies

The Airspace Protection - Areas of Concern are shown in Table 6 of the Initial Study and Negative Declaration. Airspace clearance heights are shown in Exhibits 10 and 11. There will be some limitations due to height in the cities of Millbrae, Burlingame, San Bruno and South San Francisco.

### Development Displacement Conclusions

Whether actual shifts in population and land use development would occur in areas surrounding the Airport depend on a number of factors, including the actual need for development, the rate, timing, location, and extent of development, economic and market conditions, the nature and type of the project or projects, and project-level impacts to the environment and associated mitigation.

The displacement analysis has determined that any development displacement that could be caused by the proposed ALUCP is likely to be minor. The greatest effects would be caused by noise policies limiting future redevelopment for housing within the CNEL 70 dB contour. Any displacement effects attributable to the safety and airspace protection policies appear to be negligible.

The ultimate authority for implementation of the ALUCP rests with local governments, as the zoning and land use permitting authorities. These local governments have multiple options with regard to how to implement the new policies and criteria in the ALUCP. Thus, the potential displacement effects discussed in this analysis could change depending on the specific implementation actions taken by the local governments.

### Environmental Analysis Checklist

The proposed project would have less than significant impacts to the environmental factors listed below.

Aesthetics/Visual Quality	Land Use Planning
Agriculture Resources	Mineral Resources
Air Quality	Noise
Biological Resources	Population and Housing
Cultural Resources	Public Services
Geology and Soils	Recreation
Hazards and Hazardous Materials	Transportation/Circulation

The analysis shows that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.

**ALUC Recommendation:**

The Airport Land Use Committee at its September 27, 2012 meeting unanimously recommended that the C/CAG Board (Airport Land Use Commission) adopt and certify the Initial Study and Negative Declaration for the Comprehensive Land Use Plan for the Environs of San Francisco International Airport in accordance with the staff recommendation.

**CEQA Documentation:**

C/CAG has contracted with Ricondo and Associates to do the CEQA analysis of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. The consultant has completed the CEQA Initial Study that shows a Negative Declaration is justified.

**Next Steps:**

The C/CAG Board will have a presentation and public hearing and be asked to officially introduce the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport at the October 11, 2012 meeting. The Initial Study and Negative Declaration will also be submitted to the C/CAG Board on October 11, 2012. The Board will hold a public hearing. The Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport will be placed on the November 8, 2012 meeting for final adoption. The Initial Study and Negative Declaration for the Comprehensive Airport Land Use Plan for the Environs of San Francisco International Airport document will also be placed on the C/CAG Board agenda for November 8, 2012 for final adoption and certification.

**Attachments:**

Newspaper Notices

NOI Distribution List for Notice of Intent to Adopt a Negative Declaration

Comprehensive Land Use Compatibility Plan for the Environs of San Francisco International Airport

Initial Study and Negative Declaration for the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport

**Document Availability:**

Go to [www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html)  
[www.ccag.ca.gov/aluc.html](http://www.ccag.ca.gov/aluc.html)

## **NEWSPAPER NOTICES**

Notice of Intent to Adopt a Negative Declaration for the Proposed Comprehensive Airport Land Use Plan for the Environs of San Francisco International Airport

Dated July 2012

Dated October 2012



**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION  
FOR THE PROPOSED COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN  
FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT**

The City/County Association of Governments of San Mateo County (C/CAG), acting in its capacity as the Airport Land Use Commission for the County of San Mateo, intends to adopt a Negative Declaration, prepared pursuant to the California Environmental Quality Act (CEQA)<sup>1</sup>, for the proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (the ALUCP or proposed project).

**Brief Project Description:** The basic function of the ALUCP is to promote compatibility between San Francisco International Airport (Airport) and the land uses that surround the Airport. The ALUCP includes specified limitations and conditions on the future development of new residential, commercial and other noise- and risk-sensitive uses surrounding the Airport. The ALUCP provides land use compatibility policies and criteria for the area surrounding the Airport, and includes components describing the Airport, existing and planned land use in the Airport environs, compatibility zone maps, compatibility policies and criteria, and procedural policies.

The geographic scope of the ALUCP includes the proposed Airport Influence Area (AIA). The AIA includes two parts, Areas A and B. The largest, Area A, covers all of San Mateo County. It is the area within which the real estate disclosure requirements of state law would apply.<sup>2</sup> Area B, the project referral area, includes portions of the Cities of Burlingame, Colma, Daly City, Hillsborough, Millbrae, Pacifica, San Bruno, San Mateo, South San Francisco and parts of unincorporated San Mateo County. Within Area B, agencies would be required to submit proposed general plan amendments, specific plans, and zoning ordinances and amendments to C/CAG, in its role as the Airport Land Use Commission, for determinations of consistency with the ALUCP. The AIA boundary will be established by the C/CAG Board after hearing and consultation with the involved agencies, consistent with the requirements of Section 21675(c) of the California Public Utilities Code.

**Public Review Period:** The Initial Study and Negative Declaration will be available for public review and comment for a 43-day period, beginning on Thursday, July 12, 2012, and ending on Thursday, August 23, 2012. Written comments must be received by mail, facsimile, or email no later than 5:00 p.m. on Thursday, August 23, 2012. Please direct all comments to:

Richard Napier  
Executive Director  
City/County Association of Governments of San Mateo County  
555 County Center  
Fifth Floor  
Redwood City, California 94063

<sup>1</sup> California Public Resources Code, §21000 et seq.

<sup>2</sup> California Business and Professions Code, §11010(b)(13).

Fax: 650.361.8227

E-mail: [rnapier@co.sanmateo.ca.us](mailto:rnapier@co.sanmateo.ca.us)

**Document Availability:** Copies of the Initial Study, Negative Declaration, and all documents incorporated by reference therein, will be available during normal business hours (8:30 a.m. to 5:00 p.m., Monday thru Friday) at C/CAG's offices, located on the fifth floor of the county office building at 555 County Center, Redwood City, CA 94063. These documents also will be available online at [http://www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html). Hard copies are available for review at the following public libraries:

Burlingame Library 480 Primrose Rd Burlingame, CA 94010 (650) 558-7400	San Bruno Public Library 701 Angus Ave W San Bruno, CA 94066 (650) 616-7078
Millbrae Library 1 Library Avenue Millbrae, CA 94030 (650) 697-7607	San Carlos Library 610 Elm Street San Carlos, CA 94070 (650) 591-0341
Pacifica Sharp Park Library 104 Hilton Way Pacifica, CA 94044 (650) 355-5196	South San Francisco Library 840 West Orange Ave South San Francisco, CA 94080 (650) 829-3862

**Public Hearings:** The C/CAG Airport Land Use Committee (ALUC) will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on Thursday, August 23, 2012, 4:00 p.m., at the following location:

Burlingame City Hall  
501 Primrose Road, Council Chambers  
Burlingame, CA 94010

The C/CAG Board will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on October 11, 2012, 6:30 p.m., at the following location:

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

No action or proceeding may be brought under CEQA to challenge C/CAG's adoption of the proposed Negative Declaration, or its approval of the proposed project, unless the alleged grounds for noncompliance were presented to C/CAG either orally or in writing by any person during the public comment period or prior to issuance of the notice of determination.



**NOTICE OF INTENT TO ADOPT A NEGATIVE DECLARATION  
FOR THE PROPOSED COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN  
FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT**

The City/County Association of Governments of San Mateo County (C/CAG), acting in its capacity as the Airport Land Use Commission for the County of San Mateo, intends to adopt a Negative Declaration, prepared pursuant to the California Environmental Quality Act (CEQA)<sup>1</sup>, for the proposed Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (the ALUCP or proposed project).

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The geographic scope of the ALUCP includes the proposed Airport Influence Area (AIA). The AIA includes two parts, Areas A and B. The largest, Area A, covers all of San Mateo County. It is the area within which the real estate disclosure requirements of state law would apply.<sup>2</sup> Area B, the project referral area, includes portions of the Cities of Burlingame, Colma, Daly City, Hillsborough, Millbrae, Pacifica, San Bruno, San Mateo, South San Francisco and parts of unincorporated San Mateo County. Within Area B, agencies would be required to submit proposed general plan amendments, specific plans, and zoning ordinances and amendments to C/CAG, in its role as the Airport Land Use Commission, for determinations of consistency with the ALUCP. The AIA boundary will be established by the C/CAG Board after hearing and consultation with the involved agencies, consistent with the requirements of Section 21675(c) of the California Public Utilities Code.

**Public Review Period:** The Initial Study and Negative Declaration was legally noticed and available for public review and comment for a 43-day period, beginning on Thursday, July 12, 2012, and ending on Thursday, August 23, 2012 at 5:00 p.m. . All verbal and written comments received were considered in developing the final documents.

**Document Availability:** Copies of the Initial Study, Negative Declaration, and all documents incorporated by reference therein available at: [http://www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html)

**Public Hearings:** The C/CAG Board will hold a public hearing on the proposed Initial Study, Negative Declaration, and ALUCP on October 11, 2012, 6:30 p.m., at the following location:

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

<sup>1</sup> California Public Resources Code, §21000 et seq.

<sup>2</sup> California Business and Professions Code, §11010(b)(13).

Final adoption will be at the C/CAG Board Regular Meeting on November 8, 2012 at 6:30 p.m. at the same location.

No action or proceeding may be brought under CEQA to challenge C/CAG's adoption of the proposed Negative Declaration, or its approval of the proposed project, unless the alleged grounds for noncompliance were presented to C/CAG either orally or in writing by any person during the public comment period or prior to filing of the notice of determination.

NOI Distribution List for Notice of Intent to Adopt a Negative Declaration					
Contact Name	Position	Jurisdiction	Address	Email	Phone
Brian Millar	Director of Economic and Community Development	City of Daly City	333 90th Street, Daly City, CA 94015-1895	bmillar@dalcycity.org	650-991-8000
Patricia E. Martel	City Manager	City of Daly City	333 90th Street, Daly City, CA 94015	citymanager@dalcycity.org	650-991-8127
John Swiecki	Community Development Director	City of Brisbane	50 Park Place, Brisbane, CA 94005-1310	jswiecki@ci.brisbane.ca.us	415-508-2120
Clay Holstine	City Manager	City of Brisbane	50 Park Place, Brisbane, CA 94005-1310	cholstine@ci.brisbane.ca.us	415-508-2110
Aaron Akin	Community Development Director	City of San Bruno	567 El Camino Real, San Bruno, CA 94066-4299	aakrin@ci.sanbruno.ca.us	650-616-7074
Connie Jackson	City Manager	City of San Bruno	567 El Camino Real, San Bruno, CA 94066-4299	cjackson-web1@sanbruno.ca.gov	650-616-7056
Susy Kalkin	Planning Director	City of South San Francisco	P.O. Box 711, South San Francisco, CA 94083	susy.kalkin@ssf.net	650-877-8535
Barry Nagel	City Manager	City of South San Francisco	400 Grand Avenue, South San Francisco, CA 94083	barry.nagel@ssf.net	650-977-8500
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Marcia Raines	City Manager	City of Millbrae	621 Magnolia Avenue, Millbrae, CA 94030	mraines@ci.millbrae.ca.us	650-259-2334
Michael Laughlin	Acting City Planner	Town of Colma	1190 El Camino Real, Colma, CA 94014	michael.laughlin@colma.ca.gov	650-757-8888
Laura Allen	City Manager/City Clerk	Town of Colma	1198 El Camino Real, Colma, CA 94014	laura.allen@colma.ca.gov	650-997-8318
George White	Planning Director	City of Pacifica	1800 Francisco Blvd., Pacifica, CA 94044	whiteg@ci.pacifica.ca.us	650-738-7341
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Maureen Brooks	Planning Manager	City of Burlingame	501 Primrose Road, Burlingame, CA 94010-3997	mbrooks@burlingame.org	650-558-7250
Bill Meeker	Community Development Director	City of Burlingame	501 Primrose Road, Burlingame, CA 94010-3997	wmeeker@burlingame.org	650-668-7255
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Jim Hardy	City Manager	City of Foster City	610 Foster City Blvd., Foster City, CA 94404	manger@fostercity.org	650-577-0983
Curtis Banks	Community Development Director	City of Foster City	610 Foster City Blvd., Foster City, CA 94404	cddirector@fostercity.org	650-286-3232
Greg Scoles	City Manager	City of Belmont	One Twin Pines Land, Belmont, CA 94002	cmanager@ci.belmont.ca.us	650-595-7408
Bob Bell	City Manager	City of Redwood City	1017 Middlefield Road, Redwood City, CA 94064-0391	mail@redwoodcity.org	650-780-7300
Jeff Maltbie	City Manager	City of San Carlos	600 Elm Street, San Carlos, CA 94070	jmaltbie@cityofsancarlos.org	650-802-4228
Alex D. McIntyre	City Manager	City of Menlo Park	701 Laurel Street, Menlo Park, CA 94025	admcityre@menlopark.org	650-330-6610
Theresa DellaSanta	Interim City Manager/City Clerk	Town of Atherton	93 Station Lane, Atherton, CA 94027	tdellasanta@ci.atherton.ca.us	650-752-0529
Laura Martinez	Mayor	City of East Palo Alto	2217 Addison, East Palo Alto, CA 94030	Lauramartinezforepa@gmail.com	650-714-5337
Kevin Bryant	Town Manager	Town of Woodside	2955 Woodside Road, Woodside, CA 94062, (650) 851-6790	kbryant@woodsidgetown.org	650-851-6790
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Jim Eggemeyer	Director	County of San Mateo Planning and Building Department	455 County Center, 2nd Floor, Redwood City, CA 94063	JEggemeyer@co.sanmateo.ca.us	650-363-4161
--	--	San Mateo County Clerk's Office	555 County Center, 1st Floor, Redwood City, CA 94063-1665	countyclerk@smcare.org	650-363-4500
Robert Fiore	Associate Transportation Planner	Caltrans Aeronautics Division	MS 40 P. O. Box 942874, Sacramento, CA 94274-0001	robert.fiore@dot.ca.gov	916-654-5314
Grace Crunican	General Manager	Bay Area Rapid Transit (BART)	P.O. Box 12688		510-464-6060
Michael J. Scanlon	Executive Director	Caltrain	P.O. Box 3006, San Carlos, CA 94070-1306		1-800-660-4287
Michael J. Scanlon	Executive Director	San Mateo County Transportation Authority	P.O. Box 3006, San Carlos, CA 94070-1306	info@smcta.com	650-508-6200
Michael J. Scanlon	General Manager/CEO	San Mateo County Transit District	P.O. Box 3006, San Carlos, CA 94070-1306		1-800-660-4287
Steve Heminger	Executive Director	Metropolitan Transportation Commission	101 Eighth Street, Oakland, California 94607	sheminger@mtc.ca.gov	510-817-5810
Kenneth Kirkey	Planning Director	Association of Bay Area Governments	101 Eighth St. Oakland CA 94607	kennethk@abag.ca.gov	510-464-7955
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John L. Martin	Airport Director	San Francisco International Airport	P.O. Box 8097, San Francisco, CA 94129	john.martin@flysfo.com	650-821-5000
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Anthony Ranii	Superintendent	Hillsborough City Elementary School District	300 El Cerrito Avenue, Hillsborough, CA 94010	aranii@hcsd.k12.ca.us	650-342-5193
Thomas Minshew	Superintendent	Jefferson Union High School District	699 Serramonte Blvd., #100, Daly City, California 94015	tminshew@juhsd.net	650-550-7960
Linda Luna	Superintendent	Millbrae Elementary School District	555 Richmond Drive, Millbrae, CA 94030	lluna@mesd.k12.ca.us	650-697-5693x29
David Hutt	Superintendent	San Bruno Park Elementary School District	500 Acacia Avenue, San Bruno, CA 94066-4298	dhutt@sbpsd.k12.ca.us	650-624-3100
Ron Galatolo/Sue Harrison	Chancellor/Chancellor's Assistant	San Mateo County Community College District	3401 CSM Drive, San Mateo, CA 94402	harrisons@smccd.edu	650-358-6755
Cynthia Simms	Superintendent	San Mateo Foster City Elementary School District	1170 Chess Drive, Foster City, CA 94404	csimms@smfc.k12.ca.us	650-312-7348
Scott Laurence	Superintendent	San Mateo Union High School District	1170 Chess Drive, Foster City, CA 94404	slaurence@smhusd.org	650-558-2201
Alejandro Hogan	Superintendent	South San Francisco Unified School District	650 North Delaware Street, San Mateo, CA 94401-1732	ahogan@ssfusd.org	650-588-8113
Kevin Brown	Wastewater Operations	North San Mateo County Sanitation District	398 B Street, South San Francisco, CA 94080	kbrown@dalcycity.org	650-991-8127
Cheryl A. Fama	Chief Executive Officer	Peninsula Health Care District	333 90th Street, Daly City, CA 94015-1895	cheryl.fama@peninsulahealthcaredistrict.org	650-697-6900
James C. Porter	Director	San Mateo County Flood Control District	1600 Trousdale Drive, Suite 1210, Burlingame, CA 94010	jporter@co.sanmateo.ca.us	650-599-1421
James J. Tucker	Board of Commissioners, President	San Mateo County Harbor District	555 County Center, 5th Floor, Redwood City, CA 94063	harbordistrict@smharbor.com	650-583-4611
Samuel Lerner	Board of Trustees, President	San Mateo County Mosquito & Vector Control District	400 Oyster Point Blvd., Suite 300, South San Francisco, CA 94080		650-344-8592
			1351 Rollins Road, Burlingame, CA 94010		



# C/CAG AGENDA REPORT

**Date:** October 11, 2012

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Review and recommend approval of a Call for Projects for the OneBayArea Grant Congestion Mitigation and Air Quality (CMAQ) funds consisting of the Bicycle and Pedestrian Improvement Program and Transportation for Livable Communities (TLC) Program.

(For further information or questions contact Jean Higaki at 650-599-1462)

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## **RECOMMENDATION**

That the C/CAG Board review and approve of a Call for Projects for the OneBayArea Grant Congestion Mitigation and Air Quality (CMAQ) funds consisting of the Bicycle and Pedestrian Improvement Program and Transportation for Livable Communities (TLC) Program

## **FISCAL IMPACT**

Not applicable.

## **SOURCE OF FUNDS**

Approximately \$11 million of Federal OBAG Congestion Mitigation and Air Quality (CMAQ) funds is available.

- Approximately, \$6.5 million available for the Bicycle and Pedestrian Improvement Program
- Approximately, \$4.5 million available for the Transportation for Livable Communities (TLC) Program

If a program is under subscribed, C/CAG board has the flexibility to make adjustments to the total amount of funds for each of these programs.

## BACKGROUND/DISCUSSION

On May 17, 2012 the joint Metropolitan Transportation Commission (MTC) and Association of Bay Area Governments (ABAG) adopted Resolution No. 4035 outlining the “OneBayArea Grant.

For San Mateo County, there will be approximately the following amounts of federal funds:

- \$8 million – Surface Transportation Program (STP)
- \$13 million - Congestion Mitigation and Air Quality (CMAQ)
- \$2 million - State Transportation Improvement Program-Transportation Enhancement (STIP-TE)

Note: Federal Safe Routes to School Funds are not part of OBAG.

### Surface Transportation Program (STP) and State Transportation Improvement Program-Transportation Enhancement (STIP-TE)

At the August 9, 2012 the C/CAG board approved of the framework for Surface Transportation Program (STP) funds for Local Streets and Roads. On June 9, 2011, the C/CAG board approved a funding commitment of the State Transportation Improvement Program-Transportation Enhancement (STIP-TE) towards the construction of a “Grand Boulevard” project on the El Camino Real. Consequently, STP and STIP-TE funds will not be open to competition.

### Congestion Mitigation and Air Quality (CMAQ)

Approximately \$13 million of OBAG is federal CMAQ funds. Projects applying for funds must meet both OBAG and CMAQ eligibility requirements. Eligible project types consist of bicycle /pedestrian improvements and transportation for livable communities (TLC). It is proposed that the CMAQ funds be split between two programs, \$6.5 million for bicycle /pedestrian improvements and \$6.5 million for TLC. Approximately \$2 million of the \$6.5 million in TLC funds will be set aside for commitments made under the C/CAG 5<sup>th</sup> Cycle Transit Oriented Development (TOD) program leaving \$4.5 million available for a call for projects.

Below is the proposed call for projects schedule for the Bicycle/ Pedestrian and TLC programs:

	<b>Bicycle/ Pedestrian Program</b>	<b>Transportation for Livable Communities</b>
<b>Action</b>	<b>Date</b>	<b>Date</b>
Public Workshop* at the BPAC meeting	September 27, 2012	September 27, 2012
Public Workshop*	October 11, 2012	October 11, 2012
Call for Projects approved by the Board	October 11, 2012	October 11, 2012
Call for Projects Issued to the Agencies/ Public	October 15, 2012	October 15, 2012
Workshop held for project applicants	Early November 2012	Early November 2012
Application due date	December 14, 2012	December 14, 2012
Applications to TLC Selection Committee		2nd week of January 2013
Applications to BPAC Committee	2nd week of January 2013	
TLC selection committee meeting to select TLC projects		January 2013
BPAC project selection process	Jan - April 2013	
Present TLC Project list to the TAC & CMEQ		February/ March 2013
Present Project list to the Board	May 2013	May 2013
Project list to MTC	Mid May 2013	Mid May 2013
Project submissions due in FMS	Mid July 2013	Mid July 2013

\* Public workshops are to inform the public of funding availability, to solicit project interest, and to comply with MTC public outreach requirements.

#### Screening Requirements and Scoring Criteria

Because the funding is subject to both federal CMAQ requirements and MTC resolution 4035, the project is subject to all Federal, State, and Regional requirements and deadlines. Projects must also follow all the Federal Highway Administration (FHWA), Caltrans Local Assistance, and MTC delivery procedures.

MTC requires a minimum of 70% of all OBAG funds be invested in ABAG recognized Priority Development Areas (PDAs). This means that after projects are ranked, projects will be funded as ranked by keeping the running totals of PDA versus non-PDA funds. If non-PDA funds are exhausted first, projects in PDAs may continue to get funded as ranked until the PDA funds are exhausted. It may result in lower scoring PDA projects, being funded over higher scoring non-PDA projects.

MTC also requires that half of all OBAG funds be submitted for construction obligation by January 1, 2015. All Preliminary Engineering (PE) funds must be submitted for obligation by

January 1, 2015. All remaining OBAG funds must be submitted for construction obligation by January 1, 2016. Projects that cannot meet this deadline should not apply for OBAG funding.

As part of the OBAG guidelines MTC requires that staff develop evaluation criteria for projects that place an emphasis on supporting projects in PDAs with high housing growth, projects that support multi-modal access, projects located in Communities of Concern (COC), projects in affordable housing PDAs, and mitigation projects in PDAs that overlap with Air District “Community Air Risk Evaluation (CARE)” Communities.

Attached, is the C/CAG OBAG Call for Projects Guidelines for the Bicycle /Pedestrian Improvements Program and the Transportation for Livable Communities (TLC) Program. These guidelines have been presented to the committees for comments and recommendations as described below. The minimum screening requirements are directives from either FHWA or MTC. As mentioned above, scoring criteria are generated from an OBAG compliance checklist that Congestion Management Agencies (CMAs) must complete to demonstrate compliance with, the MTC PDA Growth Strategy.

The draft call for projects guidelines, schedule, announcement, and application was presented to the Congestion Management Program Technical Advisory Committee (TAC) on September 20, 2012. The TAC requested moving and combining sub-items in the PDA section, regarding transit and employment centers, to the “connectivity” section. It was further recommended to drop the remaining PDA sub-item points and raise the “connectivity” points to reflect the move in criteria. The TAC also recommended combining “project safety” under “user benefit” and raising the point level as well. All TAC recommendations have been incorporated.

The TAC revised draft was presented to the Congestion Management Program and Environmental Quality Committee (CMEQ) committee on September 24, 2012 with no further revisions. The TAC revised draft was also presented to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) on September 27, 2012.

The BPAC requested to add 5 points to the “community support” section for a total of 10 points. The BPAC also recommended a slight change in the schedule, by moving out the “Applications to the BPAC committee” to early January instead of mid-December, to give staff adequate time to screen applications. The BPAC further recommended changes to the application by requesting that project sponsors be required to submit a conceptual layout with the application package if applicable (e.g. a conceptual layout would not be applicable for project installing countdown pedestrian signal heads). All BPAC recommendations have been incorporated.



## Project Selection Process

The applications screening requirements, and scoring criteria for each program are identical however project sponsors should not apply to multiple programs for one project. Instead, project sponsors should review the program goals and typical project types associated with each program and submit an application for the most suitable program. Applications will be screened for duplication.

The C/CAG BPAC will score projects for the Bicycle /Pedestrian Improvements Program and make a recommendation to the C/CAG Board. It is expected that the Transportation for Livable Communities (TLC) scoring panel, composed of staff from the San Mateo County Transportation Authority, San Mateo County Transit District, and C/CAG will perform the initial scoring of projects in the TLC Program. The TLC scoring panel's recommendations will be forwarded to the TAC and CMEQ for final recommendation to the C/CAG Board.

## Public Outreach

C/CAG will be expected to inform stakeholders and the public about the opportunities for public comment on project ideas and to “assist” community –based organizations, communities of concern, and any other underserved community interested in having project submitted for funding.

To comply with MTC outreach requirements, C/CAG is hosting public workshops to inform the public about funding opportunities and to solicit project ideas. C/CAG hosted a public workshop at the September 27, 2012 BPAC meeting and solicited project ideas. Another public workshop is scheduled on October 11, 2012. Staff has also performed additional outreach through informational mailings and emails to approximately 140 community based organizations.

As C/CAG is not a potential project sponsor, staff will direct/ refer any public entities, with project ideas, to partner with a local jurisdiction (Cities/ County).

## ATTACHMENTS

1. C/CAG OBAG Call For Projects Guidelines
2. C/CAG OBAG Call For Projects Announcement
3. Application for C/CAG OBAG Program
4. MTC OBAG Formula Factors and Distribution Within County



Overall OBAG and CMAQ Eligibility		C/CAG OneBayArea Grant (OBAG) Call for Projects Guidelines Fiscal Years 2013/2014 – 2015/2016	
MTC OBAG Program Goals	MTC's funding approach to better integrate the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy. OBAG program goals direct funding to reward local agencies that support regional land-use and housing policies.		
70% of OBAG Funds spent in PDAs	MTC requires a minimum of 70% of all OBAG funds be invested in ABAG approved Priority Development Areas (PDAs).		
Timely Use of Funds	Countywide, half of all OBAG funds must be submitted for construction obligation by January 1, 2015. All Preliminary Engineering (PE) funds must be submitted for obligation by January 1, 2015. All remaining OBAG funds must be submitted for construction obligation by January 1, 2016.		
Single Point of Contact	Every recipient of funds will need to identify a single point of contact for the implementation of all FHWA administered funds within that agency. This person must have sufficient knowledge in the federal-aid delivery process to coordinate issues and questions that may arise from project inception to project close-out.		
<b>Bicycle and Pedestrian Improvements</b>		<b>Transportation for Livable Communities</b>	
Program Goals	<ul style="list-style-type: none"> <li>Encourage active transportation.</li> <li>Build out the bicycle and pedestrian network.</li> <li>Reduce vehicle trips.</li> </ul>	<ul style="list-style-type: none"> <li>Create enjoyable and safe multi modal experiences.</li> <li>Facilitate multi modal mobility.</li> <li>Enhance connections between alternative modes of transportation.</li> <li>Enhancements that create a "sense of place" to downtown areas, commercial cores, high density neighborhoods, and transit corridors.</li> </ul>	
Eligible Types of Projects	<ul style="list-style-type: none"> <li>New construction and major reconstructions of paths, tracks, or areas for the use by pedestrian or other non-motorized means of transportation when economically feasible and in the public interest.</li> <li>Permanent bicycle racks.</li> <li>Other improvements include bulb outs, sidewalk widening, cross walk enhancements, audible signal modification, mid-block crossings, pedestrian street lighting, pedestrian medians and refuges.</li> <li>Signal modification for bicycle detection.</li> <li>Secure bicycle storage facilities and other facilities, including bicycle lanes, for the convenience and protection of bicyclists, in both public and private areas</li> <li>Outreach and educational programs.</li> </ul> <p>* Note: Fund source is intended to reduce vehicle trips and must not fund exclusively recreational projects.</p>	<ul style="list-style-type: none"> <li>A combination of streetscape improvements such as improved sidewalks, street furniture and fixtures, pedestrian scaled lighting, way finding signage, landscaping, and bicycle pedestrian treatments that create a "sense of place."</li> <li>Other improvements include bulb outs, sidewalk widening, cross walk enhancements, audible signal modification, mid-block crossings, pedestrian street lighting, pedestrian medians and refuges.</li> <li>Streetscape improvements should strengthen the connections and facilitate the use of alternate modes of transportation.</li> <li>Storm water management as part of a streetscape project (drainage, costs associated with on-site storm water management, permeable pavement).</li> </ul>	
<b>Minimum Screening Requirements</b>			
CMAQ	Project must be for new or expanded transportation project. Maintenance projects are not allowed.		
Construction Phase	Project cannot be a design only project. Project funds may cover some design cost but project must include a fully funded construction phase. Non-infrastructure projects (e.g. Educational and Outreach) are federally categorized as a construction phase.		
Map project location in relation to a PDA	All project locations must be mapped. Projects not located directly in a PDA must show where project is located in proximity to a PDA. See definition of "proximate access to a PDA" on call for projects announcement. See scoring criteria for further information.		
Online Complete Street Checklist	The Complete Streets online checklist must be completed for each project application.		
Minimum Local Match	Federally required 11.47% of total project cost in local funds (non-federal).		
Local Match Limitations	No "In-kind" match allowed. The minimum cash match is required for each "obligated" phase.		
Eligible Applicants	Federally recognized local agencies in San Mateo County (e.g. Cities, County, San Mateo County Transportation Authority, San Mateo County Transit District)		
Minimum/ Maximum Grant Size	Minimum \$250,000 per project*. Maximum allowable grant funds per jurisdiction is \$1,000,000 (for both programs).		
Housing Element	Applicant agency is required to have its general plan housing element adopted and certified by the California Department of Housing and Community Development (HCD) for 2007-14 RHNA prior to January 31, 2013. A city may also provide a time extension approval from the Joint MTC Planning / ABAG Administrative Committee, however funds will not be programmed until the housing element is approved by HCD.		
Complete Streets Resolution or Letter	Applicant agency must address complete streets policies at the local level through the adoption of a complete streets policy resolution no later than January 31, 2013. A jurisdiction can also meet this requirement through a general plan that complies with the Complete Streets Act of 2008. C/CAG will accept a letter of certification from jurisdiction's whose general plan is in compliance with the Complete Streets Act of 2008.		
<b>Scoring Criteria</b>			<b>Maximum Score</b>
Location in relation to a Priority Development Area	Projects are located in a PDA or in Proximity to a PDA (Note: MTC mandates that 70% of all OBAG funds are to be located in a PDA or in proximate access to a PDA) (In a PDA -10pts, In proximate access to a PDA -5pts)		10
	Jurisdiction formula based on MTC OBAG distribution factors, which is based on population, RHNA, and housing production.		1 to 5
	Project is located in or near an affordable housing PDA.		2
Location in a BAAQMD CARE Communities	If project is in a BAAQMD defined CARE community, mitigation measures are in place to reduce resident exposure to particulate matter.		-2 to 2
Community of Concern	Project location in relation to Communities of Concern (COC) as defined by MTC or locally identified as part of Community based Transportation Plans. Project is identified in one of the Community Based Transportation Plans developed in San Mateo County or the Countywide Transportation Plan for Low Income Communities. (Project is in a CBTP -10pts, Project is located in a COC -5pts)		10
User Benefit	Project has a high need Project is a safety project Project is expected to have high use Project is expected to have a high return on investment Project meets the intent and goals of the program (Bike/Ped or TLC).		18
Planning	Project is listed in an adopted planning document (e.g. bike plan, pedestrian plan, or area planning document).		5
Connectivity	Project connects or improves access to housing/ jobs/ "high quality" transit Project connects a gap in a bicycle or pedestrian network. Project encourages multi modal access with a "complete streets" approach.		18
Support	Project has council approval and community support.		10
Match Funds	Project exceeds the minimum match for the project (11.47-20% -2pts, 21-30%-5pts, 30%-40 -7 pts, 40%+ - 10pts)		10
Readiness	Project is free of Right of Way complications (project has secured encroachment permits, or is entirely on city property)		5
	Project has secured all regulatory agency permits (e.g. BCDC, RWQCB, CCC, USFWS)		5
	Project is designed (1-5)		5

\* In a unique situation the C/CAG Board has the discretion to fund a project between \$100,000 - \$250,000



# 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*

## OneBayArea Grant (OBAG) Program Call for Projects

**Fiscal Years 2012/2013 - 2015/2016  
Issued October 15, 2012**

The City/County Association Governments (C/CAG) of San Mateo County is pleased to announce a call for Transportation for Livable Communities (TLC) and Bicycle and Pedestrian Improvement projects under the Metropolitan Transportation Commission (MTC) OneBayArea Grant (OBAG) Program.

The TLC Program and Bicycle and Pedestrian Improvement Program are components of OBAG. For the Fiscal Year 2012/2013 - 2015/2016 cycle, there is a total of approximately \$11,000,000 of Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds available on a competitive basis under OBAG. The minimum grant amount is set at \$250,000. In a unique situation (e.g. non-infrastructure project) the C/CAG Board has the discretion to fund a \$100,000-\$250,000 project. The maximum amount that can be allocated per agency is \$1,000,000, for both the TLC Program and the Bicycle and Pedestrian Improvement Program combined. Project applicants are limited to Local Public Agencies (LPAs) such as cities/towns in San Mateo County, the County of San Mateo, the San Mateo County Transit District (SamTrans), the Peninsula Corridor Joint Powers Board (JPB) or the San Mateo County Transportation Authority (SMCTA). See <http://www.dot.ca.gov/dist4/ola/contact/sm.pdf> for listing of eligible local agencies.

For the OneBayArea Grant call for projects, there are two categories of eligible project types. These two categories types are Transportation for Livable Communities (TLC) Program and the Bicycle and Pedestrian Improvement Program. Project sponsors should not submit the same project to both programs. Project sponsors should review the program goals associated with each program and submit an application to the most suitable program for the particular project. Applications will be screened for duplication.

### **Transportation for Livable Communities (TLC) Program**

The TLC Program is a transportation funding program that aims to improve the built environment to promote alternative transportation as well as create inviting public spaces. The program is intended to fund capital projects that support community-based transportation projects

that bring new vibrancy into downtown areas, commercial cores, high-density neighborhoods and transit corridors, enhancing their amenities and ambiance while making them places where people want to live, work and visit.

The TLC Program uses federal transportation funds to financially assist local jurisdictions to construct projects that include amenities such as wider sidewalks, curb bulb outs, pedestrian scale street furniture, pedestrian scale street lighting, crosswalks, storm water management and other streetscape enhancements. The program helps to construct these amenities in an effort to revitalize public spaces and promote and enhance alternative transportation such that citizens will be more inclined to utilize alternative transportation as a result of the built environment being made safer and more attractive to use. These enhancements should encourage citizens to visit downtowns, retail corridors and transit corridors without the use of the single-occupant automobile.

There is approximately \$4,500,000 available through the TLC Program.

### **Bicycle and Pedestrian Improvement Program**

The Bicycle and Pedestrian Improvement Program support bicycle and pedestrian projects in San Mateo County. This program is designed to build upon and enhance the San Mateo County bicycle network and pedestrian environment to encourage the use of active transportation such as walking or bicycling. The goal of this program is to continue to build out bicycle and pedestrian improvements to better connect San Mateo County to local destinations and the multimodal transportation network. This program aims to improve air quality by reducing vehicle trips and projects must not be exclusively recreational in nature as they should be commute oriented as required for eligibility for federal Congestion Mitigation and Air Quality Improvement (CMAQ) Program funds.

The Bicycle and Pedestrian Improvement Program may fund a wide variety of bicycle and pedestrian improvements such as Class I, II, and III bicycle facilities, bicycle education, outreach, bicycle sharing and parking, sidewalks, ramps, pathways and pedestrian bridges, user safety and supporting facilities, and traffic signal actuation.

There is approximately \$6,500,000 available through the Bicycle and Pedestrian Improvement Program.

### **Proximate Access to Priority Development Areas (PDA)**

The OBAG Program is a new funding approach that better integrates the region's federal transportation program with California's climate law (Senate Bill 375, Steinberg, 2008) and the Sustainable Communities Strategy. Subsequently, MTC requires that a minimum of 70% of all OBAG funds be invested in Priority Development Areas (PDAs). A project lying outside the limits of a PDA may count towards the minimum if it directly connects to or provides proximate access to a PDA. Please see the definition of "proximate access to a PDA".

The following definition of “proximate access to a PDA” for OBAG was approved by the C/CAG Board of Directors on September 13, 2012:

1. Project provides direct access to a PDA...example, a road, sidewalk, or bike lane that leads directly into a PDA; or
2. Project is within ½ mile of a PDA boundary. (Modified from C/CAG’s existing Transit Oriented Development Program (TOD)); or
3. Project is located on a street that hosts a transit route, which directly leads to a PDA; or
4. Project is located within ½ mile of one or more stops for two or more public or shuttle bus lines, or within ½ mile of a rail station or regional transit station, that is connected to a PDA. (Modified from LEED.); or
5. Project provides a connection between a Transit Oriented Development (TOD), as defined by C/CAG, and a PDA. (A C/CAG TOD is defined as a permanent high-density residential housing with a minimum density of 40 units per net acre, located within one-third (1/3) of a mile from a Caltrain or BART station or on a frontage parcel of the El Camino Real/Mission Street in San Mateo County.); or
6. Project is a bicycle/ pedestrian facility that is included in an adopted bicycle/pedestrian plan within San Mateo County and is a part of a network that leads to a PDA.

### **Jurisdiction and Project Requirements**

Selected projects will be subject to federal, state, and regional delivery requirements as noted in MTC Resolution No. 3606. See [http://www.mtc.ca.gov/funding/delivery/MTC\\_Res\\_3606.pdf](http://www.mtc.ca.gov/funding/delivery/MTC_Res_3606.pdf).

- Jurisdiction must be in compliance with the Regional Project Funding Delivery Policy requirements at the time of project application.
- Jurisdiction must comply with all FHWA and Caltrans Local Assistance and MTC project delivery and reporting requirements.
- Every recipient of funds will need to identify a single point of contact for the implementation of all FHWA administered funds within that jurisdiction. This person must have sufficient knowledge in the federal-aid delivery process to coordinate issues and questions that may arise from project inception to project close-out.
- Jurisdiction must provide a minimum FHWA required local match of 11.47%.
- Jurisdiction must submit a complete package for funding obligation by January 1<sup>st</sup> of the year programmed. Example, a project programmed in FY 2014/15, must submit a complete package for obligation by January 1, 2015. The failure to meet these deadlines may result in the de-programming and redirection of grant funds to other projects.
- Jurisdiction is to submit a “resolution of local support” prior to programming. Template for the resolution is found at:  
[http://www.mtc.ca.gov/funding/STPCMAQ/STP\\_CMAQ\\_LocalSupportReso.doc](http://www.mtc.ca.gov/funding/STPCMAQ/STP_CMAQ_LocalSupportReso.doc)
- Jurisdiction is to input project information into the MTC Fund Management System (FMS) project application, prior to programming.

Please see the attached C/CAG OBAG Call for Projects Guidelines for eligibility, program goals, screening requirements, and scoring criteria. Adhere to the information stated in the scoring

criteria in your application. Applications should be no more than 20 pages. For the Bicycle and Pedestrian Improvement Program, please submit **16 hard copies** (one reproducible) and 1 electronic copy. For the TLC Program, please submit **6 hard copies** (one reproducible) and 1 electronic copy. Applications must be completed using the Microsoft Word project application form posted at [http://www.ccag.ca.gov/Call4prj\\_rfp.html](http://www.ccag.ca.gov/Call4prj_rfp.html).

Applications are due **December 14, 2012 by 5:00 p.m.**, attention Tom Madalena.

Tom Madalena  
C/CAG  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

Additional information regarding regional OBAG requirements and policies can be found at: [http://www.mtc.ca.gov/funding/onebayarea/RES-4035\\_approved.pdf](http://www.mtc.ca.gov/funding/onebayarea/RES-4035_approved.pdf).

For any questions regarding the program or application process please contact Jean Higaki at 650-599-1462 or [jhigaki@smcgov.org](mailto:jhigaki@smcgov.org) or Tom Madalena, at 650-599-1460 or [tmadalena@smcgov.org](mailto:tmadalena@smcgov.org).



**C/CAG ONEBAYAREA GRANT PROGRAM  
APPLICATION FOR FISCAL YEARS 2012/2013 - 2015/2016**

**Section 1: General Project Information**

**1) General Project Information**

Sponsor  
Agency:

Implementing  
Agency:

Funds Requested  
Minimum \$250,000  
Maximum \$1,000,000:

**Note:**

- Maximum amount that can be awarded per Agency is \$1,000,000
- In a unique situation (e.g. non-infrastructure project) the C/CAG Board has the discretion to fund a \$100,000-\$250,000 project.

**2) Choose only one of the following programs to apply to.**

- Transportation for Livable Communities (TLC) Program
- Bicycle and Pedestrian Improvement Program

**3) Single point of contact for all Federal Aid projects in your agency.**

Name:

Title:

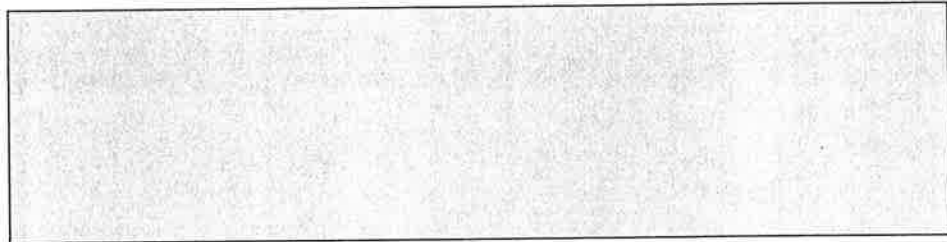
Agency:

Phone  
Number:

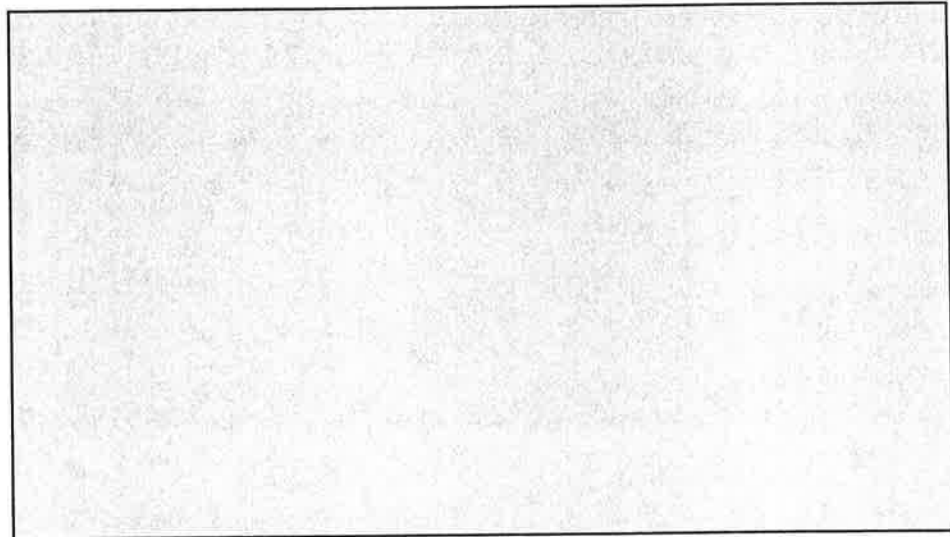
Email  
Address:

## Section 2: Project Description

Project  
Description:



Project  
Location/Limits:  
*(Include streets,  
cross streets,  
and project  
limits, as  
appropriate)*



## Section 3: Screening Requirements

1) Required attachment for all capital projects, map(s) that include the following elements (Please limit size to 11X17):

- Project location in relation to an ABAG approved Priority Development Area (PDA). Include the PDA name and map the ABAG PDA boundary. Include measurements if supporting a “proximate access” claim.
- If project meets the definition of “proximate access” to a PDA, show details on map and describe how it meets the definition per Question 4.
- Proposed project. A conceptual layout is required for applicable projects For example; a conceptual layout is not applicable for a pedestrian countdown signal head installation but is applicable for a trail or bike lane installation. If multiple types of improvements are proposed throughout the project limits (e.g. a combination of Class 1 and Class 3 bicycle facilities), clearly indicate the limits of each type of improvement on the map.

- Differentiate existing and new facilities, as applicable (e.g. bikeways, sidewalks, crosswalks, traffic signals, etc.) If this project is closing a gap, clearly illustrate how project achieves this.
- Nearby transit facilities, activity centers and regional connectors (to the extent feasible).

**2) Required for all projects, fill out Complete Streets online project and checklist information at <http://completestreets.mtc.ca.gov/>**

- Create and fill out information for a new project
- Create and fill out information for a new checklist. Associate new checklist to the newly created project.

What is the inputted Project Name?

What is the inputted Checklist Name?

**3) Is this project located within the boundary of an ABAG approved PDA?**

- Yes – Indicate project location relative to PDA on required map.
- No

**4) Is this project in proximate access to PDA?**

- Yes – Please see attached definition of “proximate access to a PDA” and include documentation that supports this claim on attached map.

Description of connection or proximity to a PDA:

- No

Note: MTC mandates that 70% of all funds are to be located in a PDA or in proximate access to a PDA.

**5) Project Cost by Phase**

Please fill in the funding table below.

	Requested OBAG Funds	Local Match (minimum 11.47%)	Other Project Funds	Total Project Funds
Preliminary Engineering				
Construction Capital				
Construction Support				
<b>Total</b>				

Is this still a viable project if partially funded? Please explain below.

- Yes
- No

Describe the source of "Other Project Funds":

**6) General Plan Housing Element**

Is the jurisdiction's Housing Element of the General Plan been adopted and certified by the State Department of Housing and Community Development (HCD) for 2007-14 RHNA?

- Yes - Please attach supporting documentation of HCD approval. Skip next question.
- No

If no, will the Housing Element be adopted and certified by January 31, 2013?

- Yes
- No – Please attach extension approval documentation from the Joint MTC Planning/ ABAG Administrative Committee

Note: a jurisdiction without either a HCD approved housing element or an approved extension from the Joint MTC Planning/ ABAG Administrative Committee is ineligible to apply for funding.

## 7) Complete Streets Requirements

Is your jurisdiction's General Plan compliant with the California Complete Streets Act of 2008?

- Yes - Please attach a letter certifying that the general plan complies with the Complete Streets Act of 2008. Skip next question.
- No

If no, is an MTC compliant Complete Streets Resolution adopted by your jurisdiction?

- Yes - Please attach a copy of the adopted Complete Streets resolution.
- No – A Complete Streets Resolution will be adopted by Jan 31, 2013 and submitted to C/CAG.

Note: a jurisdiction without either a General Plan compliant with the Complete Streets Act of 2008 or a Complete Streets Resolution adopted by 1/31/13 is ineligible to receive funding.

## Section 4: Scoring Criteria

1) Is this project located near an affordable housing PDA?

- Yes

List the PDA and describe how the agency preserves affordable housing in this PDA

- No

2) Is this project located in a Bay Area Air Quality Management District (BAAQMD) Community Air Risk Evaluation (CARE) Impacted Community? See <http://www.baaqmd.gov/Divisions/Planning-and-Research/CARE-Program.aspx>

- Yes
- No

If yes, are mitigation measures in place to reduce exposure to particulate matter?

- Yes

Describe the mitigation measures.

- No

3) Is this project identified in a Community Based Transportation Plan developed in San Mateo County or the Countywide Transportation Plan for Low Income Communities? See <http://www.mtc.ca.gov/planning/cbtp/> or [http://www.ccag.ca.gov/plans\\_reports.html](http://www.ccag.ca.gov/plans_reports.html)

Yes

If yes, please site the planning document and strategy number

No

Is this project located in or does this project serve a Community of Concern (COC) as defined by MTC or locally identified as part of a Community Based Transportation Plan? See [http://www.mtc.ca.gov/planning/snapshot/0\\_COC\\_Reference\\_Map\\_11\\_17.pdf](http://www.mtc.ca.gov/planning/snapshot/0_COC_Reference_Map_11_17.pdf)

Yes

Please describe how this projects serves a COC

No

4) Describe the user benefit of the proposed project.

Describe the project need, the expected use, and expected return on investment.

Describe how the project meets the goals and intent of the selected program.

Is this project a safety project?

Yes

If yes, please describe/ substantiate the safety problem to be addressed.

No

5) Is this project identified in an adopted planning document (e.g. bike plan, pedestrian plan, or specific area plan)?

Yes

If yes, please provide the plan names, adopted date, and page number.

No

6) Does this project provide connections to or improve access to housing?

Yes

Describe how the project improves access to housing.

No

Is this project located near transit, especially "high-quality" transit?

Yes

Describe the transit system and how the project improves access.

No

Does this project improve access to employment centers?

Yes

Describe how the project improves access to employment centers.

No

Does this project connect gaps in the bicycle or pedestrian network?

Yes

If yes, please describe the connections.

No

Does this project have "Complete Streets" multi modal components?

Yes

Describe the multiple components of this projects multi modal design.

No

7) Does this project have local community involvement in the planning process leading to the project and local support and/ or council approval?

Yes – Attach any supporting documentation (e.g. letters of support).

If yes, please describe the community involvement and/ or evidence of local support.

No

### Readiness

8) Is this project's schedule dependent on the progress of another project?

Yes

If yes, please describe.

No



9) Is this project located entirely within the sponsor's right of way?

- Yes
- No

If no, please list if any permits and/ or easements been identified and/or acquired?

Is this project expected to involve utility relocation above that of utility cover adjustments?

- Yes

If yes, please list if any identified utility relocations?

- No

10) Is this project near the coast, bay front, refuge, or other environmentally sensitive areas?

- Yes

If yes, list expected studies/ permits or environmental issues?

- No

Does this project require agreements with other jurisdictions or regulatory agencies?

- Yes

If yes, list expected agreements (example: cooperative agreements, maintenance agreements)?

- No

11) Is this project partially designed?

Yes

If yes, indicate and substantiate status (e.g. 35%, 65%, 90%). Indicate if the design has been reviewed by Caltrans design or Caltrans permit office.

No

12) Please input the project schedule

	Date
<b>FHWA OBAG Program Approval</b>	<b>9/15/2013</b>
<b>Planning Complete</b>	
<b>Field Review/ Begin Environmental Studies</b>	
<b>NEPA and CEQA Approval</b>	
<b>R/W Certification</b>	
<b>Complete PS&amp;E</b>	
<b>Obtain E-76 from Caltrans</b>	
<b>Ready to Advertise</b>	
<b>Contract Award</b>	

Note: Half of all OBAG funds must be submitted for construction obligation by January 1, 2015. All Preliminary Engineering (PE) funds must be submitted for obligation no later than January 1, 2015. All remaining OBAG funds must be submitted for construction obligation by January 1, 2016.

### Metropolitan Transportation Commission (MTC) OBAG Formula Factors and Distribution Within County

April 2012

County	Population		Very Low + Low Income	2007-2011 RHNA			1999-2006 Housing Production			
	2010 Population	Intra-County		Intra-County	Total Units	Intra-County	Very Low + Low	Intra-County	Total Units	Intra-County
<b>SAN MATEO COUNTY</b>										
Atherton	6,914	1.0%	33	0.5%	83	0.5%	0	0.0%	5	0.1%
Belmont	25,835	3.6%	156	2.5%	399	2.5%	44	3.0%	317	3.4%
Brisbane	4,282	0.6%	157	2.5%	401	2.5%	8	0.5%	108	1.2%
Burlingame	28,806	4.0%	255	4.1%	650	4.1%	0	0.0%	104	1.1%
Colma	1,792	0.2%	26	0.4%	65	0.4%	73	5.0%	74	0.8%
Daly City	101,123	14.1%	473	7.7%	1,207	7.7%	33	2.2%	416	4.5%
East Palo Alto	28,155	3.9%	247	4.0%	630	4.0%	212	14.4%	719	7.7%
Foster City	30,567	4.3%	191	3.1%	486	3.1%	88	6.0%	533	5.7%
Half Moon Bay	11,324	1.6%	108	1.8%	276	1.8%	106	7.2%	356	3.8%
Hillsborough	10,825	1.5%	34	0.6%	86	0.5%	15	1.0%	84	0.9%
Menlo Park	32,026	4.5%	389	6.3%	993	6.3%	0	0.0%	215	2.3%
Millbrae	21,532	3.0%	177	2.9%	452	2.9%	0	0.0%	262	2.8%
Pacifica	37,234	5.2%	108	1.8%	275	1.7%	10	0.7%	179	1.9%
Portola Valley	4,353	0.6%	29	0.5%	74	0.5%	15	1.0%	61	0.7%
Redwood City	76,815	10.7%	726	11.8%	1,856	11.8%	106	7.2%	465	5.0%
San Bruno	41,114	5.7%	382	6.2%	973	6.2%	325	22.1%	378	4.1%
San Carlos	28,406	4.0%	235	3.8%	599	3.8%	0	0.0%	208	2.2%
San Mateo	97,207	13.5%	1,195	19.4%	3,051	19.4%	210	14.3%	1,771	19.1%
South San Francisco	63,632	8.9%	641	10.4%	1,635	10.4%	192	13.1%	1,310	14.1%
Woodside	5,287	0.7%	17	0.3%	41	0.3%	0	0.0%	41	0.4%
San Mateo County Unincorporated	61,222	8.5%	590	9.6%	1,506	9.6%	31	2.1%	1,680	18.1%
<b>SAN MATEO TOTAL:</b>	<b>718,451</b>	<b>100.0%</b>	<b>6,169</b>	<b>100.0%</b>	<b>15,738</b>	<b>100.0%</b>	<b>1,468</b>	<b>100.0%</b>	<b>9,286</b>	<b>100.0%</b>
<b>SANTA CLARA COUNTY</b>										
Campbell	39,349	2.2%	321	1.4%	892	1.5%	37	0.3%	617	1.3%
Cupertino	58,302	3.3%	570	2.4%	1,170	1.9%	48	0.4%	1,339	2.7%
Gilroy	48,821	2.7%	536	2.3%	1,615	2.7%	516	4.2%	2,577	5.3%
Los Altos	28,976	1.6%	164	0.7%	317	0.5%	40	0.3%	261	0.5%
Los Altos Hills	7,922	0.4%	46	0.2%	81	0.1%	32	0.3%	83	0.2%
Los Gatos	29,413	1.7%	254	1.1%	562	0.9%	86	0.7%	402	0.8%
Milpitas	66,790	3.7%	1,110	4.7%	2,487	4.1%	701	5.7%	3,318	6.8%
Monte Sereno	3,341	0.2%	22	0.1%	41	0.1%	19	0.2%	76	0.2%
Morgan Hill	37,882	2.1%	566	2.4%	1,312	2.2%	556	4.6%	2,335	4.8%
Mountain View	74,066	4.2%	959	4.1%	2,599	4.3%	123	1.0%	1,484	3.0%
Palo Alto	64,403	3.6%	1,233	5.3%	2,860	4.7%	344	2.8%	1,397	2.9%
San Jose	945,942	53.1%	13,073	55.8%	34,721	57.5%	8,301	67.9%	26,114	53.4%
Santa Clara	116,468	6.5%	2,207	9.4%	5,873	9.7%	758	6.2%	4,763	9.7%
Saratoga	29,926	1.7%	158	0.7%	292	0.5%	61	0.5%	539	1.1%
Sunnyvale	140,081	7.9%	1,781	7.6%	4,426	7.3%	112	0.9%	2,167	4.4%
Santa Clara County Unincorporated	89,960	5.0%	445	1.9%	1,090	1.8%	483	4.0%	1,421	2.9%
<b>SANTA CLARA TOTAL:</b>	<b>1,781,642</b>	<b>100.0%</b>	<b>23,445</b>	<b>100.0%</b>	<b>60,338</b>	<b>100.0%</b>	<b>12,217</b>	<b>100.0%</b>	<b>48,893</b>	<b>100.0%</b>
<b>SOLANO COUNTY</b>										
Benicia	26,997	6.5%	246	4.9%	532	4.1%	182	9.3%	413	2.7%
Dixon	18,351	4.4%	295	5.9%	728	5.6%	0	0.0%	1,017	6.6%
Fairfield	105,321	25.5%	1,435	28.5%	3,796	29.2%	249	12.8%	3,812	24.7%
Rio Vista	7,360	1.8%	389	7.7%	1,219	9.4%	39	2.0%	1,391	9.0%
Suisun City	28,111	6.8%	282	5.6%	610	4.7%	80	4.1%	1,004	6.5%
Vacaville	92,428	22.4%	1,222	24.3%	2,901	22.3%	778	39.9%	4,406	28.5%
Vallejo	115,942	28.0%	1,123	22.3%	3,100	23.9%	553	28.3%	2,965	19.2%
Solano County Unincorporated	18,834	4.6%	42	0.8%	99	0.8%	71	3.6%	427	2.8%
<b>SOLANO TOTAL:</b>	<b>413,344</b>	<b>100.0%</b>	<b>5,034</b>	<b>100.0%</b>	<b>12,985</b>	<b>100.0%</b>	<b>1,952</b>	<b>100.0%</b>	<b>15,435</b>	<b>100.0%</b>
<b>SONOMA COUNTY</b>										
Cloverdale	8,618	1.8%	132	2.4%	417	3.1%	163	3.2%	423	2.3%
Cotati	7,265	1.5%	103	1.9%	257	1.9%	114	2.2%	520	2.9%
Healdsburg	11,254	2.3%	119	2.2%	331	2.4%	188	3.7%	516	2.8%
Petaluma	57,941	12.0%	874	16.2%	1,945	14.2%	451	8.8%	1,144	6.3%
Rohnert Park	40,971	8.5%	602	11.2%	1,554	11.4%	760	14.9%	2,124	11.7%
Santa Rosa	167,815	34.7%	2,516	46.6%	6,534	47.9%	1,929	37.7%	7,654	42.0%
Sebastopol	7,379	1.5%	60	1.1%	176	1.3%	5	0.1%	121	0.7%
Sonoma	10,648	2.2%	128	2.4%	353	2.6%	179	3.5%	684	3.8%
Windsor	26,801	5.5%	328	6.1%	719	5.3%	332	6.5%	1,881	10.3%
Sonoma County Unincorporated	145,186	30.0%	536	9.9%	1,364	10.0%	989	19.4%	3,142	17.3%
<b>SONOMA TOTAL:</b>	<b>483,878</b>	<b>100.0%</b>	<b>5,398</b>	<b>100.0%</b>	<b>13,650</b>	<b>100.0%</b>	<b>5,110</b>	<b>100.0%</b>	<b>18,209</b>	<b>100.0%</b>
<b>Bay Area Total</b>	<b>7,150,739</b>	<b>100.0%</b>	<b>83,940</b>	<b>100.0%</b>	<b>214,500</b>	<b>100.0%</b>	<b>39,513</b>	<b>100.0%</b>	<b>182,121</b>	<b>100.0%</b>