

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. 218

- DATE:** Thursday, November 12, 2009
- TIME:** 7:00 P.M. Board Meeting
- PLACE:** San Mateo County Transit District Office
1250 San Carlos Avenue, Second Floor Auditorium
San Carlos, CA
- PARKING:** Available adjacent to and behind building.
Please note the underground parking garage is no longer open.
- PUBLIC TRANSIT:** SamTrans Bus: Lines 261, 295, 297, 390, 391, 397, PX, KX.
CalTrain: San Carlos Station.
Trip Planner: <http://transit.511.org>

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PLEDGE OF ALLEGIANCE
- 3.0 CLOSED SESSION
- CONFERENCE WITH LEGAL COUNSEL--ANTICIPATED LITIGATION
Initiation of litigation pursuant to subdivision (c) of Section 54956.9 (one case)
- 4.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.
- 5.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS
- 5.1 Presentation on Measure A Program Implementation Update: "New" Measure A Program.

p. 1

6.0 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

- 6.1 Review and approval of the Minutes of Regular Business Meeting No. 217 dated October 8, 2009. ACTION p. 11
- 6.2 Review and adoption of Resolution Number 09-57 authorizing the C/CAG Chair to Execute an Amendment (Amendment No. 1) to the Original Agreement with Jacobs Consultancy that extends the term of the Agreement for a period not to exceed 12 months. ACTION p. 17
- 6.3 Review and approval of Resolution 09-59 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for the San Carlos General Plan update in an amount not to exceed \$50,000. ACTION p. 23
- 6.4 Review and approval of a Memorandum of Understanding (MOU) with SamTrans and an agreement with Strategic Economics for the Economics and Housing Opportunities (ECHO) Study. ACTION
- 6.4.1 Review and approval of Resolution 09-60 authorizing the C/CAG Chair to execute a Memorandum of Understanding with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment. ACTION p. 47
- 6.4.2 Review and approval of Resolution 09-61 authorizing the C/CAG Chair to execute an agreement with Strategic Economics for the Economics and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000. ACTION p. 51
- 6.5 Review and approval of Resolution 09-58 authorizing the C/CAG Chair to execute an amendment to the Memorandum of Agreement for a scope of work revision for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US-101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County. ACTION p. 63
- 6.6 Report regarding the waiver of a funding agreement between the City/County Association of Governments and the Town of Colma regarding the payment of \$135,000 in local funds from the "D" Street Pedestrian Enhancement Project. INFORMATION p. 87

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.

- 7.0 REGULAR AGENDA
 - 7.1 Review and approval of C/CAG Legislative priorities, positions and Legislative update.
(A position may be taken on any legislation, including legislation not previously identified.)
ACTION p. 93
 - 7.2 Review and approval of Status Report and agreements for the San Mateo County Energy Watch Program.
 - 7.2.1 Review and accept Update on San Mateo County Energy Watch Partnership with PG&E.
INFORMATION p. 103
 - 7.2.2 Review and approval of Resolution 09-55 authorizing the C/CAG Chair to execute an Agreement between C/CAG and PG&E for the 2010 through 2012 program cycle of the San Mateo County Energy Watch (SMCEW) for up to \$5 Million dollars. ACTION p. 107
 - 7.2.3 Review and approval of Resolution 09-56 authorizing the C/CAG Chair to execute Amendment Number One to extend the contract period one year and three months in an Agreement between C/CAG and County of San Mateo for Management and Staffing of the San Mateo County Energy Watch. ACTION p. 111
 - 7.3 Review and approval of an extension of the Hydrogen Shuttle Program to December 31, 2010.
 - 7.3.1 Review and approval of Resolution 09-62 authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year. ACTION p. 123
 - 7.3.2 Review and approval of Resolution 09-63 authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000.
ACTION p. 127
 - 7.4 Consideration of a revision to the Bicycle and Pedestrian Advisory Committee (BPAC) Membership Policy. ACTION p. 131
- 8.0 COMMITTEE REPORTS
 - 8.1 Committee Reports (oral reports).
 - 8.2 Chairperson's Report.
- 9.0 EXECUTIVE DIRECTOR'S REPORT

10.0 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 5991406 or nblair@co.sanmateo.ca.us or download a copy from C/CAG's website – www.ccag.ca.gov.

- 10.1 Letter from Richard Napier, Executive Director C/CAG, to Honorable Scott Haggerty, Chair, dated 10/22/09. Re: Support for the MTC Proposal for STP/ CMAQ and ARRA Backfill of \$222M for the Freeway Performance Initiative. p. 135
- 10.2 Letter from John Langbein, Redwood City, to Deborah Gordon, Chair, dated 10/26/09. Re: San Mateo County Bicycle Map. p. 137
- 10.3 Email from Richard Napier, Executive Director C/CAG, to John Langbein, Redwood City, dated 10/27/09. Re: Letter to C/CAG. p. 139
- 10.4 Press Release from Richard Napier, Executive Director C/CAG, and John Hoang, C/CAG Staff, dated 10/22/09. Re: 2009 Roadway System Monitoring Program and Performance Measures for San Mateo County. p. 141

11.0 MEMBER COMMUNICATIONS

12.0 ADJOURN

Next scheduled meeting: December 10, 2009 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

- November 12, 2009 Legislative Committee - SamTrans 2nd Floor Auditorium - canceled.
- November 12, 2009 C/CAG Board - SamTrans 2nd Floor Auditorium - 7:00 p.m.
- November 17, 2009 NPDES Technical Advisory Committee - TBD - cancelled.
- November 19, 2009 CMP Technical Advisory Committee - SamTrans 2nd Floor Auditorium - 1:15 p.m.
- November 19, 2009 Resource Management and Climate Protection Committee -555 County Center, Redwood City, CA - 3:00 p.m.
- November 23, 2009 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
- November 30, 2009 Administrators' Advisory Committee - 555 County Center, 5th Fl, Redwood City - Noon



Memorandum

To: C/CAG Board

From: Melanie Choy
Manager, Capital Projects

Through: Marian Lee
Executive Officer, Planning and Development

Date: November 12, 2009

Subject: "New" Measure A Program

Action/ Recommendation

In December 2008, the San Mateo County Transportation Authority (SMCTA) adopted the 2009-2013 Measure A Strategic Plan. As outlined in the "Next Steps" section of the Strategic Plan, the SMCTA staff has been focused on developing drafts of the following:

- Implementation plan;
- Project selection criteria; and
- Monitoring program.

SMCTA staff is seeking your input on the draft proposals attached.

Program Implementation

SMCTA staff recommends four differing approaches for managing the 11 program categories within the "New" Measure A Program as follows.

1) Call for Projects

Issuing call for projects is recommended for the *Local Shuttle, Pedestrian and Bicycle*, and *Alternative Congestion Relief* programs. The call for projects will be issued biennially starting calendar year 2010. Proposed projects would compete for funding and will be evaluated on the criteria attached.

2) Plan-Based

The *Highway* and *Caltrain* programs are the largest programs in the “New” Measure A Program. They deal with investments in regional systems that require a comprehensive and integrated approach to decision-making. Issuing a call for projects for these programs are not appropriate as that process would result in a patchwork of isolated projects that would minimize the potential benefits of an integrated approach to making TA investments.

The selection of projects in these programs should be based on short-range plans that include a needs assessment and a comprehensive 5 to 10 year capital improvement plan which allows the county to focus on maximizing leveraged funding and implementing the program whole. The plan-based approach is currently applied by the JPB in managing the Caltrain system and is recommended for the Highway program.

The Highway CIP is proposed to be developed in early 2010. A key input in the development of the CIP is the project evaluation approach developed by the C/CAG TAC.

3) Agreement-Based

The *Local Streets and Transportation*, *BART*, and *Ferry* Programs are based on formulas as outlined in the 2004 Expenditure Plan and all have existing formal agreements outlining the expenditure of these funds. Given the formalized specific commitments, there is no need to undertake a competitive process for distributing the funds in these categories.

4) To be Determined

Funding decisions for *Accessible Services*, *Dumbarton Corridor*, and *Grade Separation* programs are recommended to be placed on-hold. Making funding decisions for these programs would be premature due to large uncertainties external to the TA.

Project Selection Criteria

Project selection criteria have been developed for three programs that are recommended for issuance of a call for projects: *Local Shuttle*, *Pedestrian and Bicycle*, and *Alternative Congestion Relief*. Attached are proposed criteria for each of these programs, consistent with the 2009-2013 Measure A Strategic Plan.

The criteria are categorized into two parts. The first part includes eligibility requirements as outlined in the 2004 Expenditure Plan and the Strategic Plan that the projects must meet. The second part is criteria that will be used to “score” each project. The five categories of the “scoring” criteria are:

- Need
- Policy Consistency
- Readiness
- Effectiveness
- Sustainability

The more criteria the project meets, the higher its score in competing for TA funds. Detailed guidelines and application materials for the call for projects will be based on these concepts and would be included in the User’s Manual currently being prepared to be used by Project Sponsors.

Monitoring Program

The monitoring program includes the evaluation of capital projects on a quarterly basis and operating projects on an annual basis. The TA will monitor the progress of capital projects to ensure timely delivery and appropriate use of funding and for operating projects to ensure cost-effective and productive service. The reporting cycles are guidelines and do not override exceptions included in existing agreements.

Two programs will not be required to meet the requirements above. For the Local Streets / Transportation program, annual reporting is recommended through statements of activity and financial reports. For the BART program, appropriate use of funding is defined as capital and operating expenses related to the BART SFO extension as outlined in the existing agreement.

Next Steps

SMCTA staff is soliciting comments in September and October from the TA Strategic Plan Subcommittee, the City Managers Strategic Plan Ad Hoc Committee, the C/CAG TAC and the TA CAC. In November, staff will address the comments and finalize the draft proposal. Thereafter, staff plans to present the final proposal to the TA Board at its December 3, 2009 meeting as an information item.

**"New" Measure A Program
Program Category Implementation Plan (DRAFT)**

● Issue Call for Projects
Plan-Based
Agreement-Based
To be Determined

Measure A Programs	Project Sponsors	FY 2010	FY 2011	FY 2012	FY 2013
Caltrain	SamTrans, JPB	Note: Prioritize projects based on Caltrain Strategic Plan, SRTP and project evaluation criteria			
Local Shuttle*	SamTrans	●		●	
Accessible Services**	SamTrans	Note: New Freedom Program pilot projects in development			
Ferry	SSF, RWC	Note: SSF and RWC funding split determined			
Dumbarton Corridor	SamTrans	Note: Project development next steps not yet determined			
BART	SamTrans	Note: Annual allocation based on SamTrans/TA/BART Agreement			
Highway	Caltrans, Cities, County	Note: Prioritize projects based on TA Expenditure Plan, Strategic Plan, SRHP and project evaluation criteria			
Local Streets/Transportation	Cities, County	Note: Annual allocation based formula defined in 2004 Expenditure Plan			
Grade Separations	SamTrans, JPB, Cities, County	Note: HSR and Grade Separation program coordination in development			
Pedestrian and Bicycle	Cities, County	●		●	
Alternative Congestion Relief	Cities, County		●		●

* Funding is committed to existing shuttle services that have been funded by the 1988 Measure A Program subject to acceptable performance. New shuttle services have not yet been identified and will be subject to a competitive process.
 ** Funding is committed to the continuation and expansion of paratransit services operated by SamTrans. SamTrans is legally obligated to provide paratransit services. Other supplemental services to be funded have not yet been identified and will be subject to a competitive process.

"New" Measure A Program
LOCAL SHUTTLES (DRAFT)

Requirements

1. Sponsor is SamTrans
2. Project is located in San Mateo County
3. Project is a shuttle service that meets local mobility needs or provides access to regional transit
4. Funding is for operations
5. Funding request does not substitute existing funds

Project Prioritization Criteria

Need	<ul style="list-style-type: none"> • Provides a transit link to employment, educational or shopping sites • Provides service to low-income or transit dependent populations • Project provides geographic balance within program
Policy Consistency	<ul style="list-style-type: none"> • TA 2004 Expenditure Plan • Countywide Transportation Plan • Community Based Transportation and Lifeline Plans • City General Plan, Specific Plan, other local plans • Grand Boulevard Initiative Guiding Principles • MTC Regional Priority Development Area (PDA)
Readiness	<ul style="list-style-type: none"> • Results from a public planning process • Demonstrates stakeholder support • Has a solid funding plan
Effectiveness	<ul style="list-style-type: none"> • Ridership • Cost per Rider • VMT reduction • Does not duplicate fixed-route bus service • Provides access to major transit hubs and transit services • Fills a gap in the bus network • Total TA funding share • Meets matching fund target
Sustainability	<p><u>Environmental</u></p> <ul style="list-style-type: none"> • Preserves open space and natural habitat • Reduces emissions • Improves air quality <p><u>Transit-Oriented Development</u></p> <ul style="list-style-type: none"> • Improves transit access to TOD • Supports livable communities <p><u>Economic Development</u></p> <ul style="list-style-type: none"> • Creates jobs • Spurs private investment • Supports jobs and housing growth

Note: Items shaded in yellow represent criteria that are specific to the program category.

"New" Measure A Program
BICYCLE AND PEDESTRIAN (DRAFT)

Requirements

1. Sponsor is San Mateo County or a City in San Mateo County
2. Project is located in San Mateo County
3. Project encourages walking and/or bicycling
4. Funding is for project development and/or construction of facilities
5. Funding request does not substitute existing funds

Project Prioritization Criteria

Need	<ul style="list-style-type: none"> • Meets commuter and/or recreational purpose • Enhances bicycle and/or pedestrian safety • Provides geographic balance within program
Policy Consistency	<ul style="list-style-type: none"> • TA 2004 Expenditure Plan • Countywide Transportation Plan • County Bike Plan • City Bike or Pedestrian Plan • City General Plan, Specific Plan, other local plans • Grand Boulevard Initiative Guiding Principles • MTC Regional Priority Development Area (PDA)
Readiness	<ul style="list-style-type: none"> • Results from a public planning process • Demonstrates stakeholder support • Has a solid funding plan
Effectiveness	<ul style="list-style-type: none"> • Number of bike and/or walk trips • Connects to transit service • Provides connectivity to bicycle or pedestrian system • Closes gap in countywide bike or pedestrian network • Enhances connectivity to schools, transit stations, and other activity centers • Total TA funding share • Meets matching fund target
Sustainability	<p><u>Environmental</u></p> <ul style="list-style-type: none"> • Preserves open space and natural habitat • Reduces emissions • Improves air quality <p><u>Transit-Oriented Development</u></p> <ul style="list-style-type: none"> • Improves walk and/or bike access to TOD • Supports livable communities <p><u>Economic Development</u></p> <ul style="list-style-type: none"> • Creates jobs • Spurs private investment • Supports jobs and housing growth

Note: Items shaded in yellow represent criteria that are specific to the program category.

"New" Measure A Program
ALTERNATIVE CONGESTION RELIEF (DRAFT)

Requirements

1. Sponsor is San Mateo County or a City in San Mateo County
2. Project is located in San Mateo County
3. Funding request does not substitute existing funds

For Commuter Alternatives Category Only

4. Project is a transportation demand management strategy
5. Project encourages the efficient use of the transportation network

For ITS Category Only

6. Project is for planning and/or design of information and ITS systems
7. Project facilitates more efficient use of available highway and transit capacities

Project Prioritization Criteria

<p>Need</p>	<ul style="list-style-type: none"> • Project provides geographic balance within program <p><u>Commuter Alternatives Category Only</u></p> <ul style="list-style-type: none"> • Congestion relief and/or TDM measure • Changes behavior from reliance on SOV to other alternative modes <p><u>ITS Category Only</u></p> <ul style="list-style-type: none"> • Congestion relief and traffic management • Emergency vehicle response
<p>Policy Consistency</p>	<ul style="list-style-type: none"> • TA 2004 Expenditure Plan • Countywide Transportation Plan • City General Plan, Specific Plan, other local plans <p><u>For ITS Category Only</u></p> <ul style="list-style-type: none"> • C/CAG ITS Plan • National ITS Architecture Guidelines
<p>Readiness</p>	<ul style="list-style-type: none"> • Results from a public planning process • Demonstrates stakeholder support • Has a solid funding plan and meets matching fund target

Effectiveness	<ul style="list-style-type: none"> • Total TA funding share • Meets matching fund target <p><i>For Commuter Alternatives Category Only</i></p> <ul style="list-style-type: none"> • SOV and VMT reduction • Number of program users and employer participation <p><i>For ITS Category Only</i></p> <ul style="list-style-type: none"> • LOS and delays on arterials or highways • Total trip times • Response times for emergency vehicles
Sustainability	<p><i>Environment:</i></p> <ul style="list-style-type: none"> • Preserves open space and natural habitat • Reduces emissions • Improves air quality <p><i>Transit-Oriented Development</i></p> <ul style="list-style-type: none"> • Improves transit access to TOD • Supports livable communities <p><i>Economic Development</i></p> <ul style="list-style-type: none"> • Creates jobs • Spurs private investment • Supports jobs and housing growth

Note: Items shaded in yellow represent criteria that are specific to the program category.

Performance Monitoring Program (DRAFT)

Project Type	Measure A Programs	Performance Indicators	Reporting Frequency
Capital*	Caltrain Ferry Dumbarton Corridor Highway Grade Separation Pedestrian and Bicycle Alternative Congestion Relief	Scope Schedule Budget Funding Plan Risk Register	Quarterly
Operating	Caltrain Local Shuttle Accessible Services Ferry Alternative Congestion Relief	Financial - <i>Annual Budget</i> - <i>Expenses and Revenues</i> Service - <i>Routes, Schedule and Frequency</i> - <i>Ridership</i> Effectiveness - <i>Revenue vehicle hours</i> - <i>Revenue vehicle miles</i> - <i>Cost/Hour</i> - <i>Cost/Rider</i> - <i>Farebox recovery</i> - <i>On-time performance</i> Customer Complaints	Annual
Other	Local Streets & Transportation BART	Statement of Activity Financial Report Agreements	Annual

* Usage performance program to be defined by staff

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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Meeting No. 217
October 8, 2009

1.0 CALL TO ORDER/ROLL CALL

Chair Kasten called the meeting to order at 7:00 p.m. Roll Call was taken.

Elizabeth Lewis - Atherton
Sepi Richardson - Brisbane
Rosalie O'Mahony - Burlingame, San Mateo County Transportation Authority
Joseph Silva - Colma
David Canepa - Daly City
Carlos Romero - East Palo Alto
Linda Koelling - Foster City
Tom Kasten - Hillsborough
Gina Papan - Millbrae
Julie Lancelle - Pacifica (7:10)
Maryann Moise Derwin - Portola Valley
Diane Howard - Redwood City
Irene O'Connell - San Bruno (7:12)
Bob Grassilli - San Carlos
Carole Groom - San Mateo County

Absent:

Belmont
Half Moon Bay
Menlo Park
San Mateo
South San Francisco
Woodside

Others:

Richard Napier, Executive Director - C/CAG
Nancy Blair, C/CAG Staff
Sandy Wong, Deputy Director - C/CAG
Lee Thompson, C/CAG - Legal Counsel
Tom Madalena, C/CAG Staff
John Hoang, C/CAG Staff
Jean Higaki, C/CAG Staff
Joe Kott, C/CAG Staff
Kim Springer, County of San Mateo
Pat Giorni, Burlingame

ITEM 6.1

Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member
Pat Dixon, SMCTA - CAC

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.

Pat Giorni, Burlingame, asked the Board to reopen the discussion to resume the public member term limit restrictions on the Bicycle/ Pedestrian Committee (BPAC).

Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member

4.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS

4.1 Presentation on American Planning Association Chapter Awards for the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook.

The 2009 Outstanding Planning Award Innovation in Green Community Planning was awarded to Matthew Fabry for the San Mateo County Sustainable Green Streets and Parking Lots Design Guidebook.

5.0 CONSENT AGENDA

Board Member O'Mahony MOVED to approve the Consent Agenda. Board Member Richardson SECONDED. **MOTION CARRIED** 15-0.

5.1 Review and approval of the Minutes of Regular Business Meeting No. 216 dated September 10, 2009. **APPROVED**

5.2 Review and approval of projects for funding and call for projects for the Metropolitan Transportation Commission's (MTC) Lifeline Transportation Program.

5.2.1 Review and approval of Resolution 09-48 recommending Tier 2 projects to the Lifeline Transportation Program for \$533,072. **APPROVED**

5.2.2 Review and approval of Resolution 09-52 modifying project funding for previously approved Tier 1 projects to be consistent with additional funds proposed by the Metropolitan Transportation Commission (MTC) under the Lifeline Transportation Program for adding \$272,847 for a new total of \$2,825,381. **APPROVED**

5.2.3 Review and approval of an additional Call for Projects for the remaining balance of \$599,783 in the Metropolitan Transportation Commission (MTC) Lifeline Transportation Program Cycle 2. **APPROVED**

- 5.3 Review and approval of Resolution 09-38 authorizing the C/CAG Chair to execute amendment (No. 3) to the funding agreement with the San Mateo County Transportation Authority (SMCTA) to receive maximum amount of \$300,000 for joint and/or co-sponsored programs for FY 2009-10. APPROVED
- 5.4 Review and approval of Resolution 09-51 authorizing the C/CAG Chair to execute an agreement with TJKM for an amount not to exceed \$170,000 for the Traffic Study on Willow Road and University Avenue as part of the 2020 Peninsula Gateway Corridor Study – Phase 2. APPROVED
- 5.5 Review and Approval of a Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of Daly City, Re: General Plan Amendment: *Draft Housing Element August 2009.* APPROVED
- 5.6 Review and Approval of a Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of San Bruno, Re: General Plan Amendment: *Draft Housing Element 2009 – 2014.* APPROVED
- 5.7 Review and Approval of Resolution No. 09-54 Authorizing the C/CAG Chair to Execute an Agreement (Memorandum of Understanding) between C/CAG and the San Francisco Airport Commission for Preparation of an Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the Environs of San Francisco International Airport and Related C/CAG Staff Costs in the Amount of \$100,000 for FY 2009/2010. APPROVED
- 5.8 Review and Approval of Resolution 09-53, Authorizing the C/CAG Chair to Execute a Four-Month No-Cost Extension to the Agreement with the City of Daly City to Construct a Sustainable Green Street and Parking Lot Demonstration Project. APPROVED
- 6.0 REGULAR AGENDA
- 6.1 Review and approval of C/CAG Legislative priorities, positions and Legislative update. (A position may be taken on any legislation, including legislation not previously identified.) APPROVED

There was no C/CAG Legislative meeting. No action taken.

- 6.2 Progress update on the San Mateo Countywide Transportation Plan 2035 (CTP 2035). INFORMATION
- 6.3 Review and approval of Resolution 09-50 adopting the Final 2009 Congestion Management Program (CMP) for San Mateo County. (Special voting procedures apply.) APPROVED

Board Member Koelling MOVED approval of Item 6.3. Board Member O'Mahony SECONDED. **MOTION CARRIED** 15-0.

A Super Majority Vote was taken by roll call. **MOTION CARRIED** 15-0. Results: 15 Agencies approving. This represents 71% of the Agencies representing 65% of the population.

- 6.4 Approval of Resolution 09-37, providing up to \$90,000 to the County of San Mateo to support countywide climate change related programs. APPROVED

The Board would like staff to provide a follow-up as to what the accomplishments are.

Board Member Richardson MOVED approval of Item 6.4. Board Member Koelling SECONDED. **MOTION CARRIED** 15-0.

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

None.

7.2 Chairperson's Report.

None.

8.0 EXECUTIVE DIRECTOR'S REPORT

The Executive Director's activity report has been mailed to the Board.

On 10/09/09, the Executive Director and County Staff will be negotiating the final contract with PG&E for the Local Government Partnership.

The California Public Utilities Commission (CPUC) approved the PG&E filing, now a contract can be negotiated. The good news is instead of three of years of funding, C/CAG will get four years of funding. The first year is the bridge period, the next three years is fully funded. The agreement was built upon the terms set in the bridge funding. Staff will provide quarterly reports on the program.

The San Mateo County Energy Strategy adoption is progressing. A presentation is scheduled for East Palo Alto. Staff will be meeting with the Town of Colma.

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 5991406 or nblair@co.sanmateo.ca.us or download a copy from C/CAG's website – www.ccag.ca.gov.

- 9.1 Letter from Honorable Keith Bohr, Mayor, City of Hunting Beach, to Honorable Jim Silva, California State Assembly, dated 9/08/09. RE: SB 88 (De Saunier) - Municipal Bankruptcy - Oppose.

- 9.2 Letters from Richard Napier, Executive Director C/CAG, to Honorable Jerry Hill, California State Assembly, 19th District, Honorable Fiona Ma, California State Assembly, 12th District, Honorable Ira Ruskin, California State Assembly, 21st District, Honorable Joseph Simitian, California State Senate, 11th Senate District, Honorable Leland Yee, California State Senate, 8th Senate District, dated 9/11/09. RE: C/CAG Opposition to SB 88 (DE Saunier) - Municipal Bankruptcy.

9.3 Letter from Richard Napier, Executive Director, C/CAG, to Ms. Andrea J. Ouse, City Planner, Colma, CA, dated 9/21/09. Re: Thank you.

10.0 MEMBER COMMUNICATIONS

11.0 ADJOURN

Meeting was adjourned at 8:50 pm.

C/CAG AGENDA REPORT

Date: November 12, 2009

To: C/CAG Board of Directors

From: David F. Carbone, C/CAG Airport Land Use Committee (ALUC) Staff
TEL: 650/363-4417; FAX: 650/363-4849; email: dcarbone@co.sanmateo.ca.us

Subject: Review and Adoption of Resolution No. 09-57 Authorizing the C/CAG Chair to Execute an Amendment (Amendment No. 1) to the Original Agreement with Jacobs Consultancy that Extends the Term of the Agreement for a Period Not to Exceed 12 Months

RECOMMENDATION

That the C/CAG Board of Directors, acting as the Airport Land Use Commission, adopt the attached resolution (Resolution No. 09-57), that authorizes the C/CAG Chair to execute an amendment (Amendment No. 1) to the Original Agreement with Jacobs Consultancy for professional services to extend the term of the Agreement for a period not to exceed 12 months from its current termination date (October 31, 2009), to October 29, 2010 to allow the Contractor sufficient time to complete the preparation of a final version of an update of the comprehensive airport land use compatibility plan (CLUP) for the environs of San Francisco International Airport.

FISCAL IMPACT

None. This is an amendment for an extension of time. The contract not to exceed amount of \$344,000 will not change as part of this amendment.

BACKGROUND

In its role as the Airport Land Use Commission for San Mateo County, the C/CAG Board is responsible for preparing, updating, adopting, and implementing a comprehensive airport land use compatibility plan (CLUP) for the environs of each of the three airports located in San Mateo County (Half Moon Bay Airport, San Carlos Airport, and San Francisco International Airport). C/CAG was the first unit of local government in the nation to receive a federal grant, under Section 160 of *Vision 100 - Century of Aviation Reauthorization Act*, approved by Congress in 2003, to prepare a comprehensive airport land use compatibility plan (CLUP) for the environs of a major air carrier airport (San Francisco International Airport).

To assist in the preparation of the CLUP update, C/CAG staff conducted a consultant selection process, per guidance from the Federal Aviation Administration (FAA). The results of that process identified Jacobs Consultancy (prime consultant) and its sub-consultant, Clarion Associates, as the preferred consultant team to assist the C/CAG Board and staff in the preparation of an update of the comprehensive airport land use compatibility plan (CLUP) for the environs of San Francisco International Airport. The C/CAG Original Agreement with Jacobs Consultancy became effective on October 19, 2007. The term of the Original Agreement will expire on October 31, 2009.

ITEM 6.2

C/CAG Agenda Report, Re: Consideration/Adoption of Resolution No.09-57, Authorizing an Amendment (Amendment No. 1) to the Original Agreement with Jacobs Consultancy to Provide Professional Consulting Services to Prepare an Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the Environs of San Francisco International Airport

November 12, 2009

Page 2 of 2

DISCUSSION

The SFO CLUP update is in progress. The project was delayed, at the request of SFO planning staff, to allow Jacobs Consultancy, under a separate contract with SFO, sufficient time to complete a comprehensive airspace analysis and impact study for the airport environs. The airspace study was initiated by SFO staff about a year after the CLUP update effort began. C/CAG staff, SFO planning staff, and Jacobs Consultancy staff have been working together for the past several months to ensure that the content and results of the airspace study meet the needs of SFO and C/CAG and comply with all relevant state and federal regulations and guidelines.

The SFO airspace study is nearing completion. The results of the study will be a key component of the CLUP update document. The final CLUP document will include policies and criteria to achieve airport/land use compatibility for future development in the environs of SFO. The content of the CLUP update will be guided by the relevant provisions in the *California Airport Land Use Planning Handbook January 2002* and by all relevant federal policies and regulations. C/CAG Staff expects the draft CLUP update document to be completed within the next 12 months.

ATTACHMENTS

- C/CAG Board Resolution No. 09-57
- Amendment No. 1 to the Original Agreement Between the City/County Association of Governments of San Mateo County (C/CAG) and Jacobs Consultancy for Professional Services

RESOLUTION NO. 09-57

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT (AMENDMENT NO. 1) TO THE AGREEMENT WITH JACOBS CONSULTANCY FOR PROFESSIONAL SERVICES TO EXTEND THE TERM OF THE AGREEMENT FOR A PERIOD NOT TO EXCEED 12 MONTHS

WHEREAS, the C/CAG Board of Directors (C/CAG) entered into an Agreement (the Original Agreement) with Jacobs Consultancy (Contractor) on December 13, 2007, that specifies the Contractor will prepare an update of the comprehensive airport land use compatibility plan (CLUP) for the environs of San Francisco International Airport (SFO), and;

WHEREAS, the SFO CLUP update effort is in progress but has been delayed, at the request of SFO planning staff, to allow Contractor, under a separate contract with SFO, sufficient time to complete a comprehensive airspace protection and impact study for the environs of San Francisco International Airport; and

WHEREAS, the results of the SFO airspace study will be a key component of the CLUP update document and will address airspace protection for the safe passage of aircraft in flight in the environs of SFO, as required by State law and;

WHEREAS, the term of the Original Agreement needs to be extended up to 12-months to (1) allow the results of the SFO airspace study to be completed and incorporated into the final draft SFO CLUP document, and (2) allow the Contractor sufficient time to complete the preparation of the draft CLUP update document for the environs of San Francisco International Airport, and;

WHEREAS, the Original Agreement with Jacobs Consultancy will expire on October 31, 2009;

NOW, THEREFORE BE IT RESOLVED, that the C/CAG Board Chair is hereby authorized to execute an amendment (Amendment No. 1) to the Original Agreement with Contractor that extends the term of the Agreement for a period not to exceed 12 months (one year) from the original termination date (October 31, 2009) to October 29, 2010 for the above-stated purposes, subject to approval by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 12th DAY OF NOVEMBER 2009.

C/CAG Board Chair

(1)

(2)

(3)

AMENDMENT NO. 1
TO THE ORIGINAL AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG) AND JACOBS CONSULTANCY
FOR PROFESSIONAL SERVICES

WHEREAS, the City/County Association of Governments of San Mateo County (“C/CAG”) and JACOBS CONSULTANCY (“CONTRACTOR”) entered into an Agreement for PROFESSIONAL SERVICES on DECEMBER 13, 2007 (the “Original Agreement”); and,

WHEREAS, the parties wish to amend the Original Agreement to extend the termination date of the Agreement from October 31, 2009 to October 29, 2010.

IT IS HEREBY AGREED by C/CAG and CONTRACTOR that the Original Agreement is hereby revised and amended as follows:

1. Section 5, Contract Term, is revised to read as follows:

Contract Term. This Agreement shall be in effect as of October 19, 2007 and shall terminate on October 29, 2010, provided, however, either party may terminate this Agreement at any time for any reason by providing 30 days’ notice to the other party. 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 approved deliverables provided by the date of termination. The Contractor shall not be liable for any delays or prevention of its performance due to any causes that are beyond its reasonable control.

2. Except as specified herein, the provisions of the Original Agreement shall remain in full force and effect.
3. This Amendment No. 1 shall take effect upon signature by all parties.

JACOBS CONSULTANCY

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG)

By: _____

By: _____
THOMAS M. KASTEN, C/CAG Chair

Date: _____

Date: _____

By: _____
Counsel for JACOBS CONSULTANCY

By: _____
Counsel for C/CAG

C/CAG AGENDA REPORT

Date: November 12, 2009
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 09-59 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for the San Carlos General Plan update in an amount not to exceed \$50,000.

(For further information please contact Tom Madalena at 650-599-1460)

RECOMMENDATION

That the C/CAG Board of Directors review and approve Resolution 09-59 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for the San Carlos General Plan update in an amount not to exceed \$50,000 in accordance with staff recommendation.

FISCAL IMPACT

There will be up to \$50,000 of incentive funds available for the completed plan.

SOURCE OF FUNDS

The program is included in the 2009/2010 budget under the Congestion Relief Program.

BACKGROUND/DISCUSSION

The C/CAG El Camino Real (ECR) Incentive Program Planning Grant Process was approved by the Board of Directors at the September 14, 2006 Board meeting to provide financial incentives for jurisdictions along the El Camino Real. The objective of this program is to encourage cities and the County to take a look at the El Camino Real as it runs through their jurisdiction. The ECR Incentive Program was revised at the June 12, 2008 C/CAG Board of Directors meeting to extend the life of the program and to allow for increased flexibility within the eligibility criteria for planning documents. To date, three jurisdictions have applied for and been approved to receive the grant incentive. The jurisdictions approved so far include San Bruno, South San Francisco, and the County of San Mateo.

The City of San Carlos recently completed a General Plan update. The City of San Carlos has requested the El Camino Real Incentive Program planning funds for the General Plan update.

ITEM 6.3

The scope of work in the attached agreement describes the planning activities and changes to the General Plan as it relates to changes along the El Camino Real corridor in San Carlos.

The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

ATTACHMENTS

- Resolution 09-59
- El Camino Real Incentive Program Agreement between City/County Association of Governments and the City of San Carlos

ALTERNATIVES

- 1) Review and approve Resolution 09-59 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for the San Carlos General Plan update in an amount not to exceed \$50,000 in accordance with staff recommendation.
- 2) Review and approve Resolution 09-17 authorizing the C/CAG Chair to execute a funding agreement with the City of San Carlos for the San Carlos General Plan update in an amount not to exceed \$50,000 in accordance with staff recommendation with modifications.
- 3) No action

RESOLUTION 09-59

* * * * *

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE CITY OF SAN CARLOS FOR THE CITY OF SAN CARLOS GENERAL PLAN UPDATE IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, the Board of Directors of the City/County Association of Governments at its November 10, 2005 meeting approved the El Camino Real Incentive Program; and,

WHEREAS, one component of that Program is to provide financial incentives for jurisdictions to study the El Camino Real; and,

WHEREAS, the City of San Carlos has applied for the El Camino Real Incentive Program incentive funding; and,

WHEREAS, the C/CAG Board has reviewed the request for funding by the City of San Carlos and has determined that it is consistent with the El Camino Real Incentive Program; and,

WHEREAS, the Board of Directors of the City/County Association of Governments at its November 12, 2009 meeting approved an agreement with the City of San Carlos for the El Camino Real Incentive Program for an amount not to exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to execute a funding agreement with the City of San Carlos for the City of San Carlos General Plan update in an amount not to exceed \$50,000. The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair

**EI CAMINO REAL INCENTIVE PROGRAM AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF
SAN CARLOS**

This Agreement entered this 12th Day of **November 2009**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the City of San Carlos, hereinafter called "CITY."

WITNESSETH

WHEREAS, C/CAG has established the El Camino Real Incentive Program; and

WHEREAS, the El Camino Real Incentive Program goal is to encourage the integration of transportation and land use along the El Camino Real transit corridor; and

WHEREAS, the CITY was awarded \$50,000 under the El Camino Real Incentive Program for work on the City of San Carlos General Plan update; and

WHEREAS, the CITY has until November 12, 2011 to complete the General Plan update; and

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

1. Services to be provided by CITY. The CITY must participate in the El Camino Real Incentive Program. To participate the CITY must complete the City of San Carlos General Plan update.
2. Payments. Upon receipt of the completed General Plan update from the CITY, C/CAG shall review the completed Plan update and if the Plan is acceptable to and approved by C/CAG, C/CAG shall make payment to the CITY on a reimbursement basis for actual costs incurred in an amount up to fifty thousand dollars (\$50,000).
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of November 12, 2009 and shall terminate on November 12, 2011; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY shall be paid for all services provided to the date of termination.

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

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

7. Insurance: CITY or its subcontractors performing the services on behalf of CITY 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. CITY 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 CITY's coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, 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 CITY 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. CITY and its subcontractors performing the services on behalf of CITY 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. CITY 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. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
11. Access to Records. C/CAG, or any of its duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands on the day and year listed below.

City of San Carlos

By _____

Date

City of San Carlos Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

C/CAG Chair

Date

C/CAG Legal Counsel

By _____



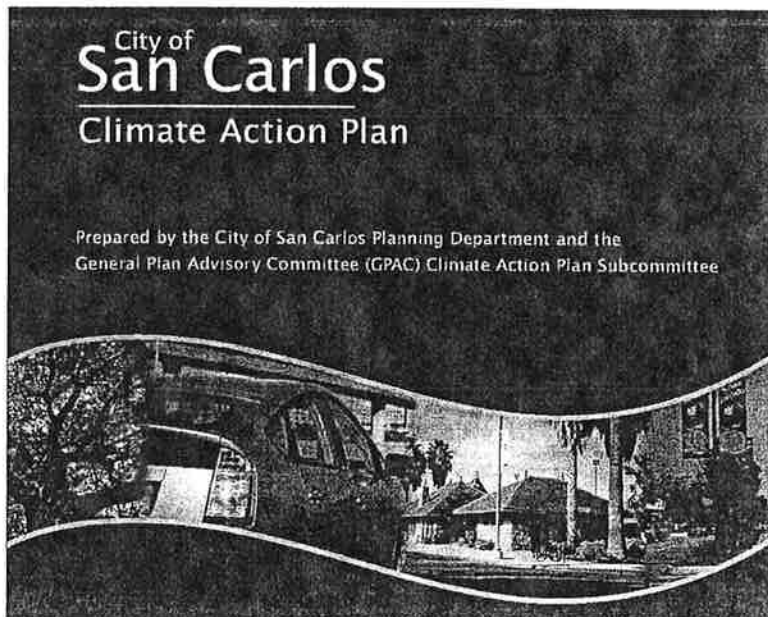
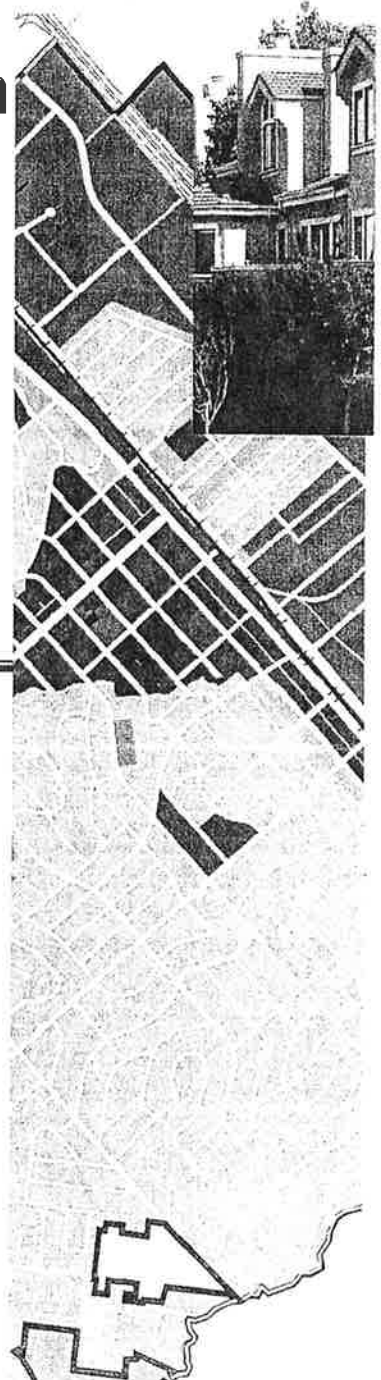
SAN CARLOS GENERAL PLAN

ENVISION
2030

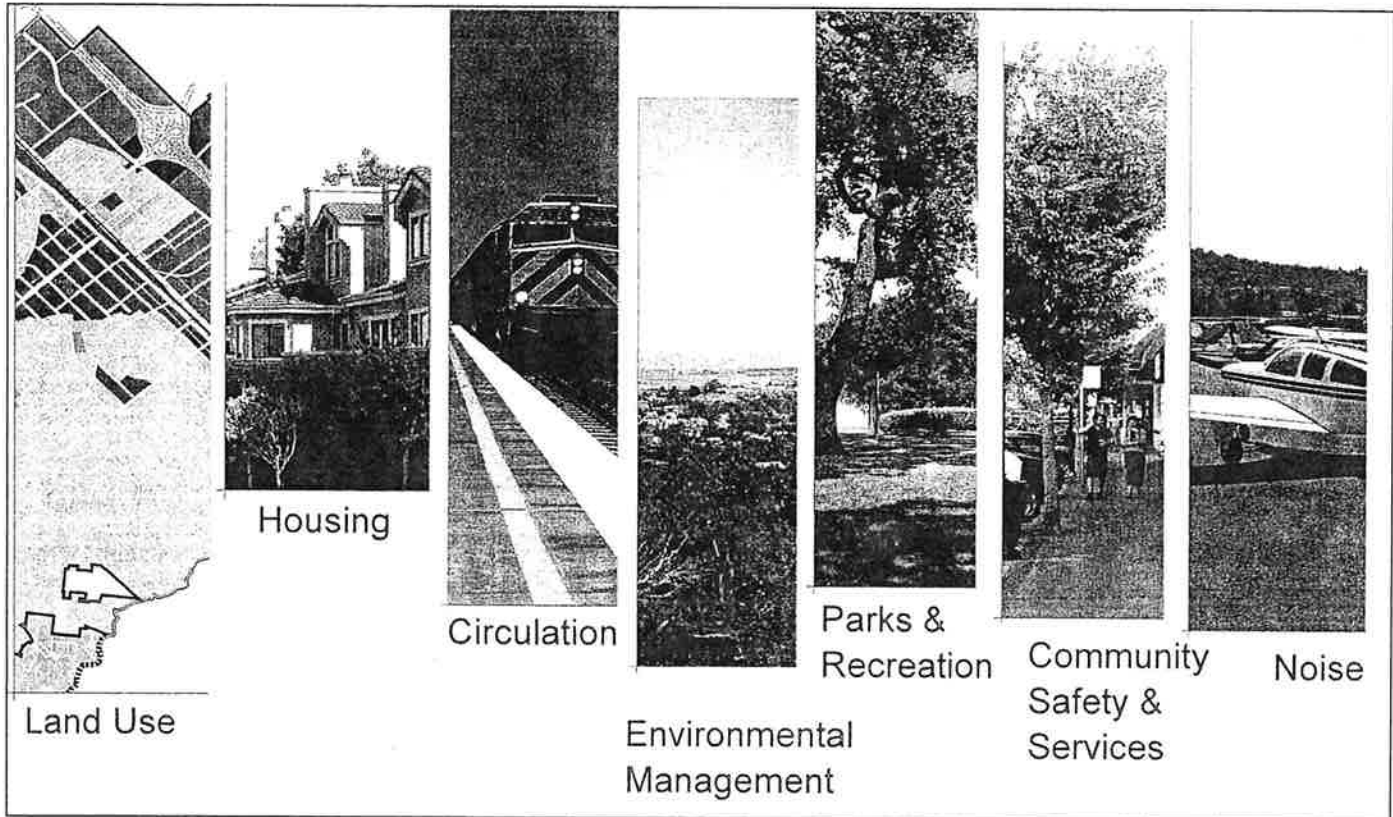
San Carlos 2030 General Plan Climate Action Plan

Scope of Work

Adopted by the San Carlos City Council
October 12, 2009



General Plan Elements



The San Carlos 2030 General Plan is a roadmap for the city's future providing direction to land use, development policy and programs.

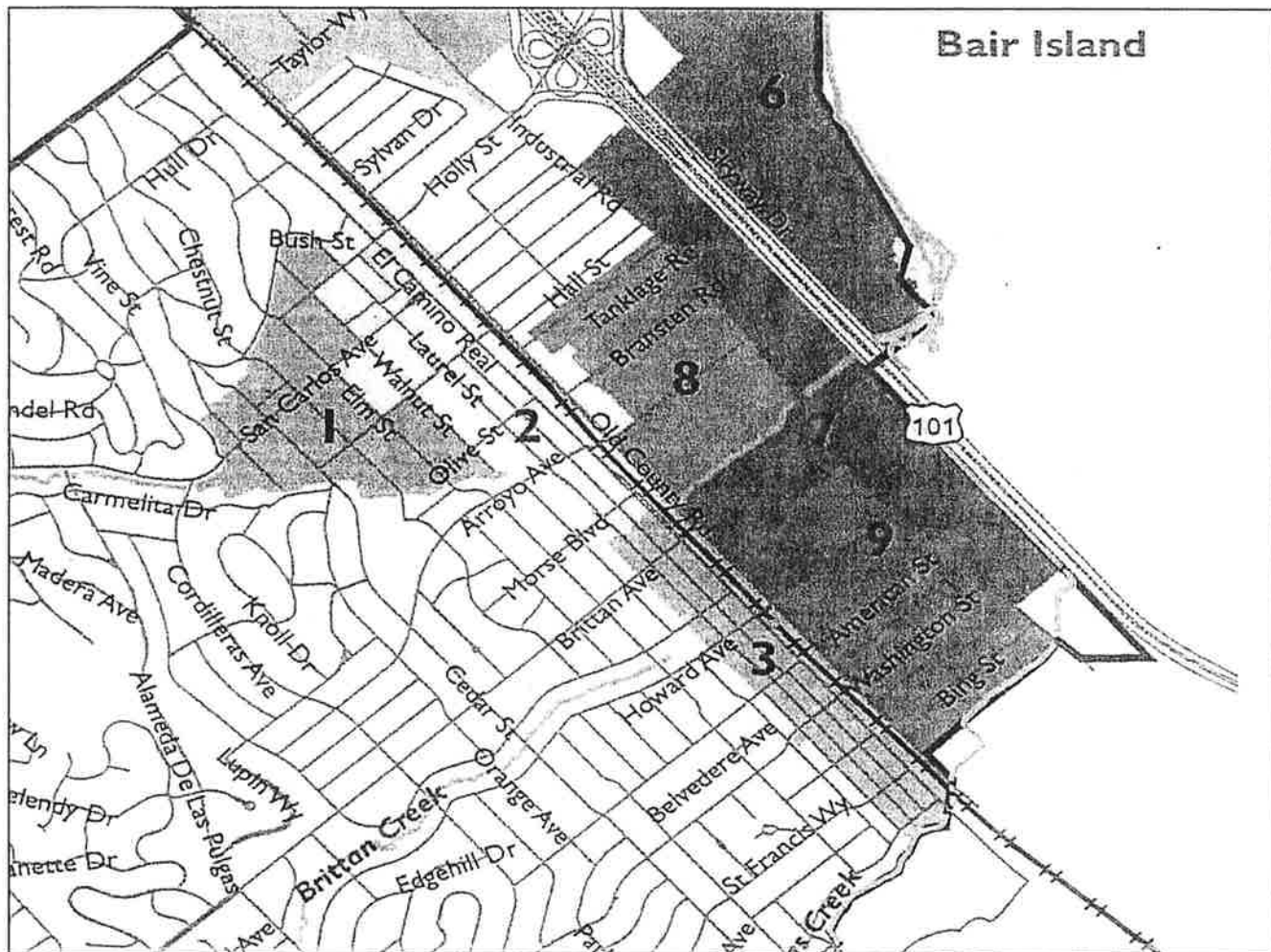
It is one of the first General Plans in California to integrate a Climate Action Plan. This nexus will ensure our Plan's compliance with State greenhouse gas emissions (GHG) rules and provide the tools to manage and sustain our local environment and reduce energy usage on a citywide basis.

Key issues in the development of the General Plan Elements were, focused growth environmental sustainability, community identity, housing, economic development and parks and opens space.

Each element was developed with the intent of providing quality housing for people of all income levels and fostering a walkable community through new growth which responds to our strong community values. Policy guidance developed through community and stakeholder involvement will ensure protection and enhancement of architectural character and distinctiveness through the development of a new Form Based zoning code. Choices for housing and transportation will also be improved through policies that encourage compact higher density mixed use residential development along the El Camino Real transit corridor and in downtown. Strong open space preservation policies are included, recognizing that high quality recreational amenities improve the local economy.

The smart growth concepts and policies of the San Carlos 2030 General Plan Elements are readily transferable to other cities.

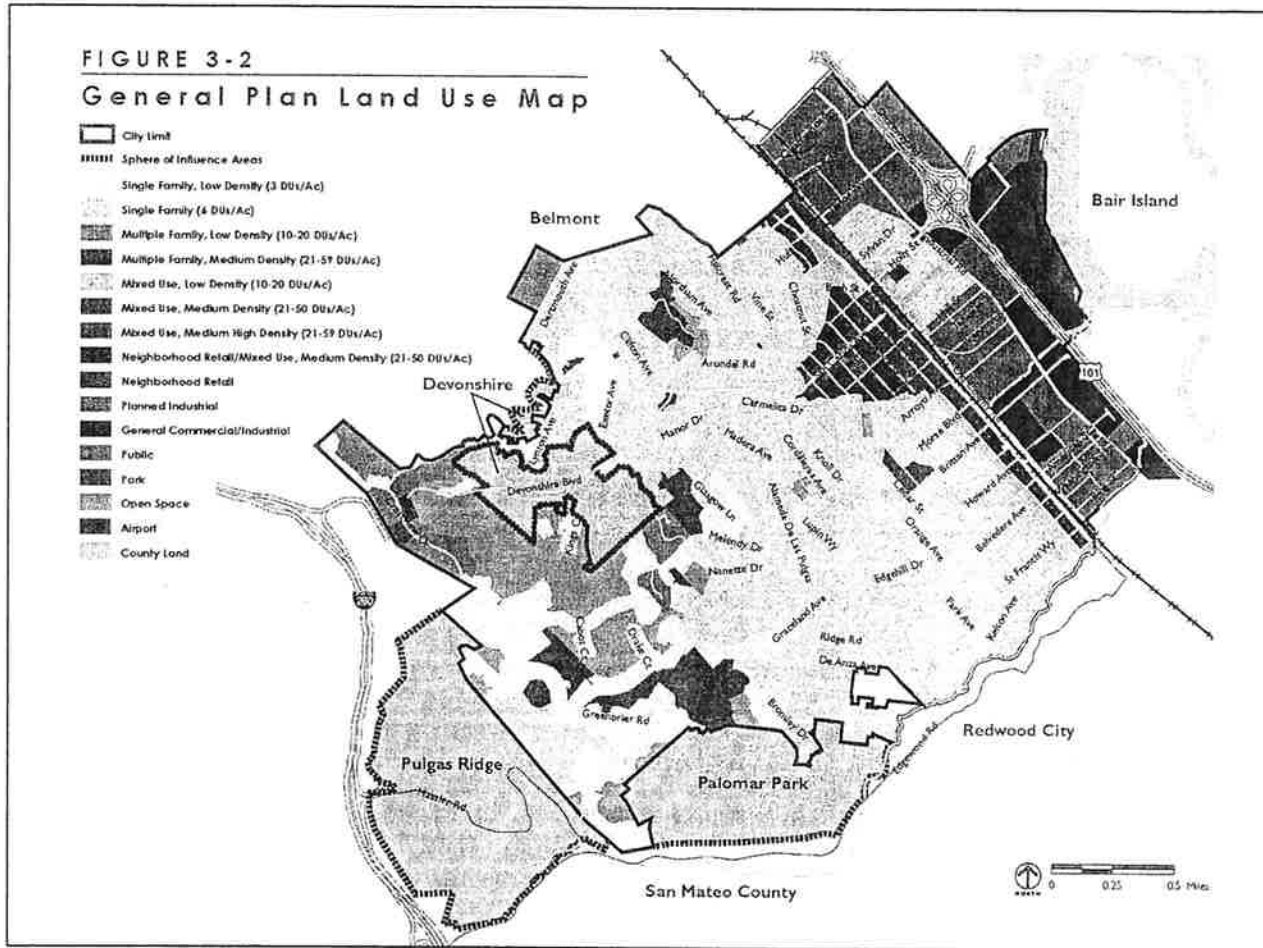
TOD Corridor



General Plan Planning Areas 1, 2 and 3 are recognized as the city's Transit Oriented Development (TOD) corridor. Planning Area 1 is within ½ mile of the Caltrain Station and SamTrans route on El Camino Real. Planning Area 2 is located along el Camino Real south of Morse Boulevard and encompasses the south Laurel Street downtown area. Planning Area 3 lies south of Morse Boulevard the along the lineal corridor of El Camino Real, a SamTrans route.

These three areas are designated for the majority of the housing need. In total, 1,233 units can be accommodated in the PDA and two adjoining Planning Areas. 575 units could be built in TOD corridor with 156 of the units in below moderate income categories. Of the anticipated additional 1,436 housing units, 1,233 are expected in or near the transit corridor in TOD Planning Areas 1, 2 and 3. Jobs are also expected to increase from 19,288 to 28,453. Commercial, office and industrial land uses and jobs are in direct proximity to the transit corridor. The combination of locating both housing and new jobs in proximity to the transit corridor further supports an increased ridership trend.

General Plan Land Use Map



The General Plan land use map has been carefully considered to ensure it strikes a balance between measured growth, long term stewardship and maintaining community character. It recognizes that while there are unique community assets and high quality of life, the city must change and adapt to stay healthy and remain competitive in the marketplace.

The intent of the land use map is to achieve higher density housing in the areas closest to transit and downtown amenities. These objectives have been implemented through in-depth study, innovative design policies and identification of the unique qualities that define the desirable aspects of high-density housing.

The concepts and principles encourage connectivity, walkability and safe and convenient bicycle connections to transit, mixed/use projects, established neighborhoods and the El Camino Real mixed-use/commercial transit corridor.

The Land Use Element includes policies for the establishment of "neighborhood hubs" envisioned as nodes or focal points that offer neighborhood serving retail and amenities within walking distance of adjoining residential development.

Guiding Principles, Policies and Actions

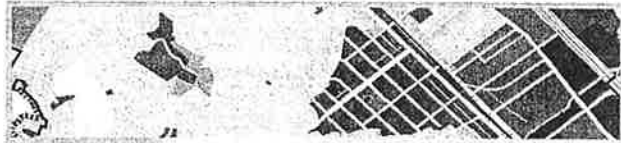


Guiding Principles

The Guiding Principles for the Land Use Element establish a framework for the basic intent of this Element and are a broad statement of overall community value relating to land use in San Carlos. The Guiding Principles are to:

- Provide for land use patterns that promote economic, social and environmental sustainability and enhance the livability and high quality of life for residents, workers and visitors of San Carlos.
- Increase community connections throughout San Carlos through a diversity of measures both physical and social.
- Protect, preserve and enhance natural resources.
- Enhance a unique sense of place and community character with excellent design.
- Provide for a vibrant, diverse and sustainable economy that provides a range of employment and generates sufficient revenue to maintain high quality City services.

Goals, Policies, and Actions



GOAL LU-1

Ensure a sustainable land use pattern.

POLICIES

POLICY LU-1.1



Recognize Planning Areas 1, 2 and 3 as the city's Transit Oriented Development (TOD) corridor.

POLICY LU-1.2



Encourage development of higher density housing and support additional job growth within the TOD corridor while being sensitive to surrounding uses.

POLICY LU-1.3



Ensure that development within the TOD corridor maintains and improves the mobility of people and vehicles along and across the corridor.

Each of the General Plan elements contains this format of Guiding Principles, Goals Policies and Actions.

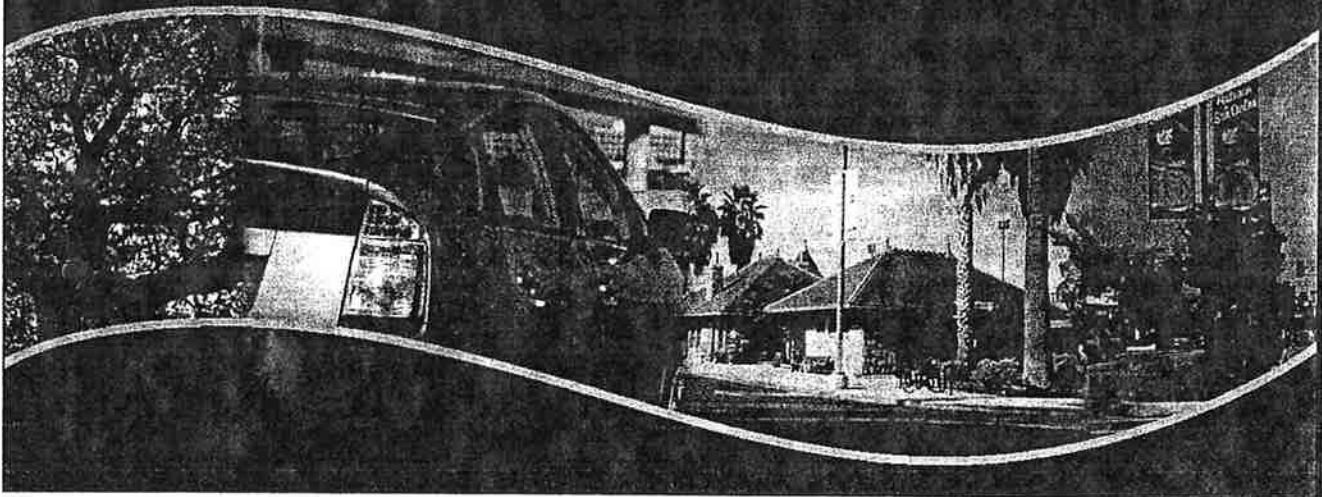
This is the plans engine providing the day to day working tools in terms of decision making for new growth and development and guidance for new policies and programs.

The small green graphic boxes to the left of policies and actions throughout the General Plan Elements denote a synergy with the Climate Action Plan.

Climate Action Plan

City of San Carlos Climate Action Plan

Prepared by the City of San Carlos Planning Department and the
General Plan Advisory Committee (GPAC) Climate Action Plan Subcommittee



San Carlos is a leader in the State in its choice to produce a Climate Action Plan in conjunction with the General Plan update and to integrate the two documents. Addressing climate change in this manner helped inform the General Plan. It also provides for an implementable Climate Action Plan.

The General Plan dynamically references the Climate Action Plan and includes policies and actions which respond to the objectives of the CAP to reduce greenhouse gas emissions in the areas of Energy Use, Transportation and Land Use, and Solid Waste. It also provides for adaptation strategies for the environmental effects of climate change. The CAP includes the direction to develop a San Carlos Green Building Ordinance which will consider implementation of LEED, Green Building Initiative and other green building rating systems.

Grand Boulevard Guiding Principles

The 10 Guiding Principles of the Grand Boulevard Initiative as adopted by the Grand Boulevard Task Force in April 2007:

- 1. Target housing and job growth in strategic areas along the corridor.*
- 2. Encourage compact mixed-use development and high-quality urban design and construction.*
- 3. Create a pedestrian-oriented environment and improve streetscapes, ensuring full access to and between public areas and private developments.*
- 4. Develop a balanced multi-modal corridor to maintain and improve mobility of people and vehicles along the corridor.*
- 5. Manage parking assets.*
- 6. Provide vibrant public spaces and gathering places.*
- 7. Preserve and accentuate unique and desirable community character and the existing quality of life in adjacent neighborhoods.*
- 8. Improve safety and public health.*
- 9. Strengthen pedestrian and bicycle connections with the corridor.*
- 10. Pursue environmentally sustainable and economically viable development patterns.*

The Grand Boulevard Initiative's Guiding Principles are incorporated into the General Plan's goals, policies and actions. Transit-oriented development, mixed use, form-based code, economic development and connectivity are highlights of the General Plan for the corridor. The adopted General Plan Goals, Policies and Actions that support and enhance the Guiding Principles of the Grand Boulevard Initiative are summarized by General Plan Element in the pages to follow.

Land Use

The following Goal, Policies and Actions of the Land Use Element of the San Carlos General Plan support the Guiding Principles of the Grand Boulevard Initiative.

Goal - 1 Ensure a sustainable Land Use pattern.

POLICY LU-1.1 Establish Land Use areas 1 and 2 as the City's Transit Oriented Development Corridor (TOD).

POLICY LU-1.2 Encourage development of higher density housing and support additional job growth within the TOD while being sensitive to surrounding uses.

POLICY LU-1.3 Ensure that development within the TOD corridor maintains and improves the mobility of people and vehicles along and across the corridor.

POLICY LU-1.4 Establish and support the El Camino Real/Caltrain multi-modal TOD corridor for the purpose of maintaining and improving mobility of people and vehicles along and across the corridor.

POLICY LU-1.5 Support land use patterns in the TOD that will attract and serve riders of public transit.

POLICY LU-1.6 Consider reduced parking requirements for residential and mixed-use projects within the TOD corridor. Reduced parking requirements may be permitted only if a parking study is submitted demonstrating that reduced parking is adequate to accommodate on-site parking demand associated with the project.

POLICY LU-1.12 Promote the development of publicly accessible urban trails throughout the city to provide access to the natural environment and facilitate non-motorized transportation options.

POLICY LU-1.13 Permit shared parking arrangements for commercial and industrial uses in which a single parking area serves different uses that generate peak parking demand at different hours of the day.

POLICY LU-1.14 Support creative, innovative and flexible approaches to parking standards and the provision of parking facilities.

Cont'd on page 9

Land Use (cont'd)

Cont'd from page 8

POLICY LU-1.15 Measures of impact to traffic from development may include Level of Service (LOS), Vehicle Miles Traveled (VTM), pedestrian delay, or other measures

ACTION LU-1.1 Amend the Zoning Ordinance to create a Transportation Demand Management Ordinance that contains strategies to enhance travel patterns and to reduce vehicular trip generation from new development by 20 percent.

ACTION LU-1.2 Include in the Transportation Demand Management Ordinance a requirement that new office development over a certain size include showers and safe and secure bike racks to encourage employees to bicycle to work.

ACTION LU-1.6 Amend the Zoning Ordinance to address methods to increase shade in surface parking lots, require a standard for tree coverage in new development and promote water efficient landscaping

ACTION LU-1.7 Encourage redevelopment of current urban pathways and as appropriate reacquire urban pathways ceded to residents/owners.

POLICY LU-2.9 Continue to allow shared parking between commercial and residential uses.

POLICY LU-2.11 Ensure convenient bicycle and pedestrian access to Downtown from surrounding areas and the TOD corridor.

POLICY LU-2.19 Encourage opportunities for pedestrian linkages from the parking plazas to the streets.

Goal - 3 Promote connectivity and provide retail and services within walking distance of homes and employment areas.

POLICY LU-3.10 Encourage the creation of safe, walkable environments that include elements such as wide, smooth sidewalks, good lighting, safe crosswalks, clear signage, curb bulb-outs, curb cuts, street furniture and trees, and traffic-calming measures which allow people of all ages and abilities to exercise and safely access public transportation, community centers and schools, and goods and services.

Cont'd on page 10

Land Use (cont'd)

Cont'd from page 9

ACTION LU-3.3 Work with SamTrans and other public agencies to provide a public mass transit stop accessible to every home and business in San Carlos.

POLICY LU-7.1 Support development and improvements to infrastructure that increase physical and social connections between the neighborhoods of the city.

ACTION LU-7.1 Prepare a community study to seek new ways to enhance walkability and connect all areas of the community. The current Bicycle Transportation Plan could be expanded to be a Bicycle and Pedestrian Transportation Plan.

ACTION LU-3.3 Work with SamTrans and other public agencies to provide a public mass transit stop within a ¼- to ½-mile of every home and business in San Carlos.

POLICY LU-8.8 Encourage design of convenient pedestrian walkways with shade and minimal tripping hazards, preferably with landscape buffers between roadways and walkways.

ACTION LU-8.1 Adopt a form-based zoning code to emphasize building placement, the framing of public space and promoting a pedestrian-oriented environment.

Housing

The following Policies and Actions of the Housing Element of the San Carlos General Plan support the Guiding Principles of the Grand Boulevard Initiative.

POLICY HOU-3.1 Promote high quality, multifamily housing and mixed use projects in the Downtown area and along El Camino Real.

POLICY HOU-7.7 Encourage the development of senior housing, especially within walking distance of services and transit routes.

POLICY HOU-3.2 Ensure that adequate public amenities and services are available for higherdensity, multi-family housing in the Downtown area and along El Camino Real while being sensitive to surrounding uses.

POLICY HOU-3.3 Seek federal, State and regional funding sources to leverage local private and public investment in Transit Oriented Development (TOD) projects and the infrastructure that supports such development.

ACTION HOU-3.1 Develop a public investment strategy, which may include infrastructure upgrades such as streetscape improvements, and "Complete Streets" programs, to create a pedestrian-friendly environment and encourage private residential investment in Planning Areas 1, 2 and 3.

ACTION HOU-3.2 Consider reducing or waiving development impact fees where necessary and appropriate to make infill higherdensity, mixed-use development feasible in the Downtown area and along El Camino Real. The City will grant heightened consideration for projects that exceed the affordability levels required by the BMR Program, accommodate special needs households or include Single Room Occupancy units.

ACTION HOU-3.3 Develop a lot consolidation program with incentives for owners of small and odd-shaped lots in Planning Areas 1, 2 and 3. The program may include incentives for lot consolidation such as:

- Relaxed development standards
- Streamlined permitting process
- City financial contributions

Circulation & Scenic Highways

The following Goal, Policies and Actions of the Circulation and Scenic Highways Element of the San Carlos General Plan support the Guiding Principles of the Grand Boulevard Initiative.

Goal -2 To provide a safe, efficient, and aesthetically pleasing circulation network for various transportation modes in addition to the automobile.

POLICY CSH-2.2 Provide for adequate pedestrian and bicycle facilities as viable transportation alternatives in San Carlos.

POLICY CSH-2.3 Access to public transportation facilities should be convenient and designed to encourage use of public transit.

ACTION CSH-2.2 Continue to support operation of adequate public bus service throughout San Carlos.

ACTION CSH-2.3 Support the Peninsula Corridor Joint Powers Board efforts to upgrade and expand the Peninsula rail service. Work with that agency in implementing its plans for local facility improvements.

POLICY CSH-3.3 Support the incorporation of Transportation Demand Measures in new development to reduce traffic impacts.

POLICY CSH-3.4 Support Smart Growth and Sustainability principles to reduce travel time from housing to jobs, provide affordable transportation to all members of the community, allow compact mixed-use development and decrease dependency on automobiles.

POLICY CSH-3.15 The City supports dedication and preservation of rights-of-way for future transit service along the rail corridor.

ACTION CSH- 3.5 The City shall coordinate with adjacent communities and responsible agencies to provide an interconnected system of pedestrian ways, trails, bikeways, and transit routes.

Cont'd on page 13

Circulation & Scenic Highways (cont'd)

Cont'd from page 12

ACTION CSH- 3.7 The City shall strive to reduce vehicular trip generation from new development by 20 percent, using a combination of both public and private funds and efforts. The 20 percent reduction shall be obtained through implementation of Transportation Demand Measures (TDMs). For private development projects, no less than a 10 percent reduction in vehicular trip generation should be attained through the implementation of TDMs that are privately funded and implemented. TDMs may include, but are not limited to, incorporation of the following measures into new development projects:

- Mixed-use areas
- Pedestrian-oriented public and private development improvements
- Increased/enhanced pedestrian linkages
- Bicycle-friendly improvements
- Access to transit corridor
- Participation in local public shuttle programs
- Parking management
- Links between commercial, residential and industrial areas of the community
- Access to a variety of transportation modes
- C/CAG Congestion Management Plan Trip Reduction Measures

Goal – 5 Integrate transportation and land use.

POLICY CSH-6.2 Support transit oriented development with mixed, dense land use that reduces the need to travel and that is linked to good transit. The City shall work with local, regional, and State representatives to encourage the support and funding of transit oriented development projects.

Environmental Management

The following Policies and Actions of the Environmental Management Element of the San Carlos General Plan support the Guiding Principles of the Grand Boulevard Initiative.

POLICY EM-11.1 Encourage and support maximum allowable density Transit Oriented Development projects within Planning Areas 1, 2, and 3.

POLICY EM-11.2 Work with transit service providers to increase the frequency, reliability, and quality of transit service.

POLICY EM-11.3 Support the addition of amenities, such as bus shelters and directional signage, to promote increased transit ridership.

POLICY EM-11.4 Provide an integrated network of bicycle and pedestrian thoroughfares that connects jobs and housing to other City destinations.

POLICY EM-11.5 Evaluate and encourage a shuttle system in San Carlos to connect residential neighborhoods to commercial areas, transit, and other destinations in San Carlos.

POLICY EM-11.6 Encourage employers to incentivize employee use of mass transit and alternative modes of transportation.

POLICY EM-11.7 Support programs to reduce vehicle trips associated with transporting students to and from schools.

POLICY EM-11.8 Promote a car sharing program.

POLICY EM-11.9 Coordinate with major employers, neighboring municipalities, transit agencies, and providers to enhance regional transit and shuttle service.

POLICY EM-11.10 Evaluate and encourage new forms of mass transit.

POLICY EM-11.11 Amend the Zoning Ordinance to create a Transportation Demand Management (TDM) Ordinance that contains strategies to reduce vehicle trips.

POLICY EM-11.12 Include in the Transportation Demand Management Ordinance a requirement that new office development over a certain size include showers and safe and secure bike racks to encourage employees to bicycle to work.

Cont'd on page 15

Environmental Management (cont'd)

Cont'd from page 14

ACTION EM-11.1 Implement measures in the Climate Action Plan to reduce transportation emissions.

ACTION EM-11.3 Design streets to accommodate all modes of transportation and provide for a safe and attractive pedestrian experience.

ACTION EM-11.4 Coordinate with neighboring jurisdictions, the County and regional agencies to expand bicycle connections to regional destinations.

ACTION EM-11.5 Encourage transit providers to utilize vehicles with low polluting technologies and to reduce or eliminate idling.

Community Safety & Services

The following Policy of the Community Safety and Services Element of the San Carlos General Plan support the Guiding Principles of the Grand Boulevard Initiative.

POLICY CSS-7.12 Support the dedication and preservation of rights-of-way for future transit service along the rail corridor.

C/CAG AGENDA REPORT

Date: November 12, 2009

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 09-60 authorizing the C/CAG Chair to execute a Memorandum of Understanding with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment.

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

Recommendation:

Review and approval of Resolution 09-60 authorizing the C/CAG Chair to execute a Memorandum of Understanding with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment.

Fiscal Impact:

\$100,000 - \$125,000 Included in the adopted C/CAG Budget.

Source of Revenue:

San Mateo County Congestion Relief Program Funds. Included in the C/CAG Budget as \$700,000 planning funds for the El Camino Real corridor.

Background/ Discussion:

At the March 12, 2009 C/CAG Board of Directors meeting the Board approved funding in an amount up to \$200,000 for the development of an Economic and Housing Opportunities (ECHO) Assessment. The importance of this study is it will evaluate and determine the economic models and approaches for the development of El Camino Real. The benefits to investing in this study are as follows.

- 1- Will benefit all 14 agencies in the corridor.
- 2- An economic analysis has not been done on the corridor.
- 3- Will encourage housing in the corridor.
- 4- These funds will be leveraged since total study cost is \$335K.

C/CAG will execute a contract with Strategic Economics for \$200,000 for the development of the Economic and Housing Opportunities Assessment. SamTrans at it's own cost shall provide **ITEM 6.4.1** the project management for the assessment. SamTrans will contribute \$75,000 from a grant they

have received from the Silicon Valley Community Foundation. SamTrans is also pursuing an additional grant for \$25,000 and if they are successful in obtaining the \$25,000 grant the contribution from C/CAG will be \$100,000. The Memorandum of Understanding that will formalize these details is to be negotiated by the C/CAG Executive Director.

Attachment:

- Resolution 09-60

Alternatives:

- 1- Review and approval of Resolution 09-60 authorizing the C/CAG Chair to execute a Memorandum of Understanding with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment in accordance with the staff recommendation.
- 2- Review and approval of Resolution 09-60 authorizing the C/CAG Chair to execute a Memorandum of Understanding with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 09-60

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 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) FOR THE ECONOMIC AND HOUSING OPPORTUNITIES (ECHO) ASSESSMENT.

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

WHEREAS, C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

WHEREAS, C/CAG at its March 12, 2009 Board of Directors meeting approved up to \$200,000 in funding for the Economic and Housing Opportunities Assessment; and

WHEREAS, SamTrans and C/CAG desire to enter into a Memorandum of Understanding (MOU) to specify each party's obligations regarding their commitments, work scope and other general provisions for implementation of the Economic and Housing Opportunities Assessment; and

WHEREAS, Samtrans and C/CAG have worked together to finalize the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Chair the Board of Directors of C/CAG is hereby authorized to execute a Memorandum of Understanding (MOU) with the San Mateo County Transit District (SamTrans) for the Economic and Housing Opportunities (ECHO) Assessment. The final draft MOU will be reviewed and approved by C/CAG Legal Counsel as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair



C/CAG AGENDA REPORT

Date: November 12, 2009

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 09-61 authorizing the C/CAG Chair to execute an agreement with Strategic Economics for the Economic and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000.

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

Recommendation:

Review and approval of Resolution 09-61 authorizing the C/CAG Chair to execute an agreement with Strategic Economics for the Economic and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000 in accordance with the staff recommendation.

Fiscal Impact:

\$100,000 - \$125,000 Included in the adopted C/CAG Budget.

Source of Revenue:

San Mateo County Congestion Relief Program Funds. Included in the C/CAG Budget as \$700,000 planning funds for the El Camino Real corridor.

Background/ Discussion:

At the March 12, 2009 C/CAG Board of Directors meeting the Board approved funding in an amount up to \$200,000 for the development of an Economic and Housing Opportunities (ECHO) Assessment. The importance of this study is it will evaluate and determine the economic models and approaches for the development of El Camino Real. C/CAG will execute and administer the contract with Strategic Economics for the development of this assessment. C/CAG will also execute a Memorandum of Understanding with SamTrans to define the financial structure of the partnership. C/CAG is administering the contract with Strategic Economics and will be financially responsible for \$125,000 of the \$200,000 agreement. The remaining \$75,000 is to come from SamTrans from a grant they have received from the Silicon Valley Community Foundation. SamTrans is pursuing \$25,000 in additional grant funds to add to this project. If SamTrans is successful in obtaining the additional \$25,000 C/CAG's financial contribution will decrease from \$125,000 to \$100,000.

The contract with Strategic Economics is to be negotiated by the C/CAG Executive Director.

ITEM 6.4.2

Attachment:

- Resolution 09-61
- Economic and Housing Opportunities Assessment Agreement between City/County Association of Governments and Strategic Economics

Alternatives:

- 1- Review and approval of Resolution 09-61 authorizing the C/CAG Chair to execute an agreement with Strategic Economics for the Economic and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000 in accordance with the staff recommendation.
- 2- Review and approval of Resolution 09-61 authorizing the C/CAG Chair to execute an agreement with Strategic Economics for the Economic and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000 in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 09-61

* * * * *

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH STRATEGIC ECONOMICS FOR THE ECONOMIC AND HOUSING OPPORTUNITIES (ECHO) ASSESSMENT FOR A NOT TO EXCEED AMOUNT OF \$200,000.

WHEREAS, the Board of Directors of the City/County Association of Governments at its November 10, 2005 meeting approved the El Camino Real Incentive Program; and,

WHEREAS, one component of that Program is to provide financial incentives for jurisdictions to study the El Camino Real; and,

WHEREAS, the C/CAG Board of Directors at the March 12, 2009 Board meeting approved funding in an amount up to \$200,000 for the development of an Economic and Housing Opportunities (ECHO) Assessment; and,

WHEREAS, the C/CAG Board has determined that Strategic Economics will be retained to complete the assessment; and,

WHEREAS, the Board of Directors of the City/County Association of Governments at its November 12, 2009 meeting approved an agreement with Strategic Economics for a not to exceed amount of \$200,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to execute an agreement with Strategic Economics for the Economic and Housing Opportunities (ECHO) Assessment for a not to exceed amount of \$200,000. The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair

**ECONOMIC AND HOUSING OPPORTUNITIES ASSESSMENT
AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND STRATEGIC
ECONOMICS**

This Agreement entered this 12th Day of **November 2009**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Strategic Economics, hereinafter called "CONSULTANT."

W I T N E S S E T H

WHEREAS, the C/CAG Board of Directors at its March 12, 2009 meeting approved up to \$200,000 in funding for the Economic and Housing Opportunities Assessment; and

WHEREAS, C/CAG and SamTrans have executed a Memorandum of Understanding (MOU) for the completion of the Economic and Housing Opportunities Assessment; and

WHEREAS, CONSULTANT has unique qualifications that enable them to complete the tasks as outlined in the Economic and Housing Opportunities Assessment Scope of Work; and

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

1. Services to be provided by CONSULTANT. The CONSULTANT shall complete the Scope of Work as described in Exhibit A.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to the CONSULTANT, in an amount not to exceed two-hundred thousand dollars (\$200,000). Payments shall be made within 30 days after receipt and approval of monthly invoices from CONSULTANT.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. CONSULTANT shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of November 12, 2009 and shall terminate on November 12, 2011; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to CONSULTANT. 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.

6. Hold Harmless/ Indemnity: CONSULTANT shall indemnify and save harmless C/CAG from all claims, suits, damages or actions arising from CONSULTANT's 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: CONSULTANT or its subcontractors performing the services on behalf of CONSULTANT 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. CONSULTANT 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 CONSULTANT's coverage to include the contractual liability assumed by CONSULTANT pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

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

Required insurance shall include:

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

C/CAG and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to C/CAG, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if C/CAG, or its officers and employees have other insurance against a loss covered by such a policy, such other insurance shall be excess insurance only.

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

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

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

- 13. Merger Clause. This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
- 14. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

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

Strategic Economics

By _____

Date

City/County Association of Governments (C/CAG)

By _____

C/CAG Chair

Date

C/CAG Legal Counsel

By _____

C/CAG Legal Counsel

Exhibit A

Scope of Work

Economic and Housing Opportunity Assessment (ECHO) for the Grand Boulevard Initiative

Phase I: Assessing the Opportunity and Making the Case

Task 1: Data Collection and Mapping

This task will be an assessment of the existing land uses along El Camino Real, and identify “underutilized” and opportunity sites along the Corridor for future redevelopment. Subtasks will include the following:

- 1.1 At project initiation, the SE Team will have a kick-off meeting with the Client to discuss and refine the approach to the assignment, and collect relevant data and materials, such as a database of recent development in the study area.
- 1.2 SE will conduct a review and analysis of land use scenarios developed by ABAG, Greenbelt Alliance, and VTA, reconciling the growth scenarios where possible. These growth scenarios will allow the SE Team to estimate total development potential in Task 1.3.
- 1.3 SE Team will collect and map available parcel-level data for the Corridor, which will include property tax contributions, annual business sales, and major employment/activity centers along the Corridor to understand areas of economic strength and weakness, and to identify segments of the Corridor with the potential to transition.

Deliverable

Memorandum report summarizing and comparing land use growth scenarios
Maps and memorandum report summarizing parcel data

Task 2: Profiling Transformational Projects

The SE Team will profile transformational development projects to formulate prototypes for future development on El Camino Real. Subtasks will include the following:

- 2.1 The SE Team will work with the Client to select up to five projects recently built or proposed on El Camino Real. SE will conduct interviews with the developers of these projects to understand the opportunities and barriers faced by these projects, and how they were overcome. In addition, SE will gauge the effectiveness of local programs and area plans in catalyzing these projects.
- 2.2 Based on the lessons learned from this review of projects, the SE Team (led by FTS) will develop up to three colored hand-drawn sketches of project prototypes for the Corridor to help the community visualize the potential for change.
- 2.3 The SE Team will prepare and deliver a presentation on the interim results.

Deliverable

Summary of transformational projects on the Corridor and the key development issues.

Description and hand-drawn sketches of prototypes
Power Point Presentation on interim results

Task 3: Measuring the Potential Impacts of Change

In this task, the SE Team will compile the findings of the previous tasks to measure the economic impacts of infill development on the Corridor. The following subtasks will be completed:

- 3.1 The team will use the assessment of growth potential and opportunity sites from Task 1.1 and incorporate the building types and densities developed in Task 1.2 to determine the amount of potential future housing and employment that could be accommodated on infill sites on the Corridor.
- 3.2 The team will roughly estimate the potential increases in property tax, sales tax, and new household spending that could be generated with infill development.

Task 4: Reporting the Results

The findings from the previous tasks will be compiled into a high-quality report using maps, illustrations, and other graphic material to communicate El Camino Real's capacity for change and the total opportunity for accommodating future growth. The report will also discuss the ability of Corridor transformation to address key issues for the future economic sustainability of San Mateo County, such as the need to provide increased mobility options for seniors, and the retention of diverse ethnic businesses.

Deliverable

Report of findings summarizing all collected data.
Power Point presentation of final report.

Project Schedule		Nov	Dec	Jan	Feb	Mar	Apr	May
		Task 0	Project Initiation					
Task 1	Data Collection and Mapping							
Task 2	Profiling Transformational Projects							
Optional Task 2c	Water-color renderings and analysis of other corridors							
Task 3	Measuring the Potential Impacts of Change							
Task 4	Reporting the Results							

Strategic Economics Team Budget

TASK	Strategic Economics							FTS						Urban Explorers	
	Staff	President	Senior Associate	Associate	Research Analyst	SE Hours	SE Labor	Principal	Senior Associate	Associate	Draftsman	Proj Asst II	FTS Hours	FTS Labor	CEO
	Billing Rate	\$ 250.00	\$ 170.00	\$ 120.00	\$ 95.00			\$ 225.00	\$ 130.00	\$ 110.00	\$ 70.00	\$ 55.00			\$ 150.00
1. Data Collection and Mapping		8	42	76	79	205	\$ 25,765.00	17	25	-	12	23	77	\$ 9,180.00	124
1.1 Team Kick-off Meeting		4	4	4				4	4						
1.2 Review of land use scenarios		4	16	32	19			4	3						
1.3 Parcel level data collection, mapping and analysis			22	40	60			9	18		12	23			
2. Profile Transformational Projects		12	36	70	28	146	\$ 20,180.00	28	60	-	36	50	174	\$ 19,370.00	32
2.1 Research of recent development projects		2	8	40	28			14	56		36	39			
2.2 Develop 3D sketches of prototypes		4	16	16				14	56		4	11			
2.3 Interim Results Presentation		6	12	14				14	4						
3. Measuring the Potential Impacts of Change		12	78	104	82	276	\$ 36,530.00	24	44	-	14	36	94	\$ 14,080.00	-
3.1 Prepare pattern of centers and segments of corridor		4	14	12				12	24		10	20			
3.2 Match building prototypes and densities with centers and segments		4	32	32	22			12	20		4	16			
3.3 Estimate potential increases in tax revenues and new spending		4	32	60	60										
4. Reporting the Results		10	24	38	-	72	\$ 11,140.00	44	59	8	60	64	235	\$ 26,170.00	10
4.1 Report document preparation		4	12	24				30	54	8	60	53			10
4.2 Preparation and delivery of final presentation		6	12	14				14	5			11			
Total Hours		42	180	288	189			113	188	8	122	173			168
Total Labor		\$ 10,500.00	\$ 30,600.00	\$ 34,560.00	\$ 17,955.00	699.00	\$ 93,615.00	\$ 25,425.00	\$ 24,440.00	\$ 880.00	\$ 8,540.00	\$ 9,515.00	604.00	\$ 68,800.00	\$ 24,900.00
Expenses															
Reimbursable Expenses		\$ 12,685.00					\$ 3,000.00							\$ 6,185.00	\$ 3,500.00
Total Expenses		\$ 12,685.00													
Total Budget (Labor and Expenses)		200,000.00													

C/CAG AGENDA REPORT

Date: November 12, 2009

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 09-58 authorizing the C/CAG Chair to execute an amendment to the Memorandum of Agreement for a scope of work revision for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County

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

RECOMMENDATION

That the Board review and approve Resolution 09-58 authorizing the C/CAG Chair to execute an amendment to the Memorandum of Agreement for a scope of work revision for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County.

FISCAL IMPACT

The original C/CAG's share of the budget is \$40,000. There are no additional fiscal impacts due to this amendment.

SOURCE OF FUNDS

Funding for this project was budgeted in the FY 2007/08 Congestion Management Fund.

BACKGROUND/DISCUSSION

On October 11, 2007, the Board approved entering into a Memorandum of Agreement (MOA) for the Bi-County Transportation Study for potential transportation improvements in the vicinity along US 101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County

ITEM 6.5

The Bi-County Transportation Study evaluates potential transportation improvements needed to address significant current and anticipated land use growth on both the San Mateo County and San Francisco County within the vicinity of the county line. The study area encompasses US101/I-280 Interchange to the south of the County Line and includes India Basin, Hunters Point, Candlestick Point, Executive Park, and City of Daly City/Cow Palace, and City of Brisbane/Baylands neighborhoods adjacent to the county line.

This Study updates a similar effort from 2001 taking into consideration updates to land use and development projects. The Bi-County Study will serve as a vehicle for regional discussion and coordination as transportation and development projects move forward. The Study will also provide policy guidance for ensuring that existing communities are well connected to improved transit services, new neighborhoods, and developing economic centers.

The Study is a cooperative effort that includes participation from San Francisco City/County agencies, C/CAG, Transportation Authority, Joint Powers Board, SamTrans, City of Brisbane, and City of Daly City, and Caltrans. The scope of the Study includes examining existing conditions and needs, performing public outreach, formulating planning guidelines, developing land use scenarios and transportation alternatives, producing preliminary costs for transportation alternatives, and developing a financial and implementation plan.

The total cost of the Study is approximately \$200,000, of which C/CAG is contributing \$40,000. This Amendment to the MOA does not increase the total project cost or C/CAG's share.

The project cost remains the same and shared 50/50 between San Francisco and San Mateo County agencies. The cost distribution is as follows:

	Amount	Percent of Total Budget
San Francisco Redevelopment Agency	\$10,000	5%
San Francisco Planning Department	\$10,000	5%
San Francisco Department of Public Works	\$10,000	5%
SFCTA	\$70,000	35%
<i>San Francisco Total</i>	<i>\$100,000</i>	<i>50%</i>
Brisbane	\$50,000	25%
Daly City	\$10,000	5%
C/CAG	\$40,000	20%
<i>San Mateo Total</i>	<i>\$100,000</i>	<i>50%</i>
<i>Total Study Budget</i>	<i>\$200,000</i>	<i>100%</i>

SFCTA, the lead agency for the Bi-County Study, has determined that as the Study progressed, it was more effective for SFCTA staff to perform additional work needed on the planning and preparation of the travel demand model in-house rather than rely on the consultant. The purpose of this amendment is to address changes to the work tasks, including shifting the model development work and analysis of potential transportation strategy packages from the consultant to SFCTA transportation planning staff. The Amendment also identifies the specific transportation strategies and revised modeling activities that will enable these adjustments for cost reimbursement purposes to the SFCTA. The consultant will continue to perform other work tasks such as conducting public outreach and preparing the project cost estimates.

Any additional cost that SFCTA expects to incur as a result of undertaking the additional in-house modeling work (estimated at \$31,000) will be considered as “in-kind contributions” by the SFCTA and will not be added on to the original project budget of \$200,000. To date, project expenditures total approximately \$64,000 of which C/CAG has reimbursed SFCTA \$12,800. In addition to the revised scope of work, the Amendment also includes a revised schedule for completion of the project and a MOA effective date until June 30, 2011.

ATTACHMENT

- Resolution 09-58
- Amendment #1 to the Memorandum of Agreement for the Bi-County Transportation Study

RESOLUTION NO. 09-58

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE CHAIR TO SIGN AND EXECUTE AN AMENDMENT TO THE MEMORANDUM OF AGREEMENT FOR A SCOPE OF WORK REVISION FOR THE BI-COUNTY TRANSPORTATION STUDY BETWEEN SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO REDEVELOPMENT AGENCY, C/CAG, PENINSULA CORRIDOR JOINT POWERS BOARD, SAN MATEO COUNTY TRANSIT DISTRICT, SAN MATEO COUNTY TRANSPORTATION AUTHORITY, CITY OF BRISBANE, AND CITY OF DALY CITY FOR POTENTIAL IMPROVEMENTS IN THE VICINITY ALONG US101 FROM I-280 IN SAN FRANCISCO TO SIERRA POINT PARKWAY IN SAN MATEO COUNTY

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

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

WHEREAS, C/CAG is cooperating with San Francisco County and San Mateo County agencies stated above and participating in the Study Team responsible for managing the Project; and

WHEREAS, C/CAG is part of the Interagency Committee comprised of representatives from the above mentioned San Francisco and San Mateo County agencies in addition to the Mayor's Office for Economic Development – City of San Francisco, San Francisco City/County Planning Department, San Francisco Municipal Transportation Agency, and San Francisco Department of Public Works; and

WHEREAS, the San Francisco Transportation Authority is acting as the contracting entity for consultant services; and

WHEREAS, C/CAG and the parties to the Memorandum of Agreement (MOA) have determined that the Amendment to the MOA is needed to revise the scope of work for cost reimbursement purposes.

NOW THEREFORE BE IT RESOLVED, that the C/CAG Board Chair is hereby authorized to sign the Amendment to the Memorandum of Agreement for and on behalf of the C/CAG Board, with the above referenced San Francisco and San Mateo County agencies, for the above-stated purpose, subject to final approval by C/CAG Legal Counsel.

PASSED, APPROVED AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair



**AMENDMENT #1 TO THE
MEMORANDUM OF AGREEMENT # 07/08-28
For the Bi-County Transportation Study**

THIS AMENDMENT is made and shall be effective on the 1st day of July 2009, by and between the San Francisco County Transportation Authority ("SFCTA"), the City and County of San Francisco through the San Francisco Planning Department ("SF Planning") and the San Francisco Redevelopment Agency ("SFRA"), the City/County Association of Governments of San Mateo County ("C/CAG"), the Peninsula Corridor Joint Powers Board, the San Mateo County Transit District, the San Mateo County Transportation Authority, the City of Daly City ("Daly City") and the City of Brisbane ("Brisbane"), referred to collectively as "Parties" or individually as "Party".

RECITALS

- A. The Parties entered into a Memorandum of Agreement ("Agreement") effective as of October 4, 2007, for conducting the Bi-County Transportation Study ("Study").
- B. Pursuant to the RFP issued in June 2007 ("the RFP"), the Authority hired a consultant ("the Consultant") to provide planning services necessary to complete the Study.
- C. The Parties wish to amend the terms of the original Agreement.

AGREEMENT

All terms of the original Agreement shall remain in effect, except amended as follows:

Section 5 of the original Agreement is struck and replaced by this Section 5 below:

5. Study Budget and Funding

The parties estimate that the Study will cost approximately \$200,000. This cost will be shared 50/50 between San Francisco and San Mateo County agencies. Amounts will be contributed as follows:

	Amount	Percent of Total Budget
San Francisco Planning Department	\$10,000	5%
San Francisco Redevelopment Agency	\$10,000	5%
SFCTA	\$80,000	40%
<i>San Francisco Total</i>	<i>\$100,000</i>	<i>50%</i>
Brisbane	\$50,000	25%
Daly City	\$10,000	5%
C/CAG	\$40,000	20%
<i>San Mateo Total</i>	<i>\$100,000</i>	<i>50%</i>
Total Study Budget	\$200,000	100%

SFCTA will serve as the contracting entity for the consultant and SFCTA Model Bureau conduct in-house planning and modeling services required by the Study. A Study Team comprised of SFCTA, the City of San Francisco Mayor's Office of Economic Development, C/CAG, the City of Brisbane, and the City of Daly City will procure consultants and manage the Study. The Study Team will also present draft Study deliverables to a larger Interagency Committee, described in Section 6 below. SFCTA will invoice the above agencies for approved expenses in arrears in the proportions as defined above. A sample invoice is provided as Attachment B of the original Agreement. A detailed study budget is provided as Attachment D.

Section 7 of the original Agreement is struck and replaced by this Section 7 below:

7. Responsibilities of Entities

In addition to the responsibility of participation on the Interagency Committee, individual agencies agree to the following roles:

(a) Meeting Organization and Planning

The SFCTA will organize meetings, including providing locations, setting agendas, recording actions and conducting whatever other duties and services necessary to manage Interagency Committee meetings and the Study process.

(b) Development of Data

All land use jurisdictions involved in the study will be responsible for developing land use data needed to develop transportation demands. The Interagency

Committee will ultimately be responsible for coming to a consensus on land use projections and data that will be used by the consultant.

(c) Contracting and Funding for Consultant and SFCTA Staff Services

SFCTA will be responsible for contracting for consultant services and managing the consultant contract. SFCTA will also provide in-house staff resources for additional planning and modeling services required by the study, as shown in Attachment D. Any contract amendments must be reviewed and approved by the Study Team.

SFCTA will be responsible for making payments on the contract and will submit invoices for approved expenses to all other contributing agencies at the end of each quarter. A sample invoice is provided as Attachment B. Agencies will reimburse SFCTA within 60 days of invoice receipt in the amounts as defined in Section 5, Study Budget and Funding.

Section 8 of the original Agreement is struck and replaced by this Section 8 below:

8. Scope of Work for the Study

~~The following is a summary of the scope of the work for the study:~~

- ~~(a) Collect and analyze existing and new data on travel patterns in the area (including auto, transit and truck). This would include pertinent background information such as technical studies from the General Plans of the various parties, and traffic projections and published Environmental Impact Reports for adjacent developments.~~
- ~~(b) Agree on Year 2020 and 2035 land use scenarios for the study area. Develop a reduced land use alternative based on initial modeling results.~~
- ~~(c) Develop the SFCTA and SMTA travel demand forecasting models to adequately represent San Mateo transportation networks and develop travel demand forecasts for agreed-upon land use scenarios.~~
- ~~(d) Develop and screen alternative packages of investments. Evaluate potential alternatives to determine existing and future travel needs and preparation of level of service analysis for alternatives including but not limited to:
 - ~~(1) Extension of Geneva Avenue;~~
 - ~~(2) Replacement of Candlestick Point Interchange;~~
 - ~~(3) Development of major transit facilities or combinations of these alternative facilities.~~~~
- ~~(e) Identify a preferred alternative or strategy and develop cost estimates (capital and operating) and proposed phasing to be timed to development.~~
- ~~(f) Neighborhood circulation and multimodal access planning, including outreach;~~
- ~~(g) Develop a financial plan for preferred strategy, including assumptions about funding responsibility for split between private and public sectors, and among jurisdictions.~~
- ~~(h) Develop strategy for implementation of study, including funding and preferred infrastructure improvements.~~

The scope of work for this project is shown in Attachment C.

Section 9 is added as follows:

9. This Agreement shall be effective until June 30, 2011.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

SAN FRANCISCO COUNTY
TRANSPORTATION AUTHORITY

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO COUNTY

Approved by:

Approved by:

José Luis Moscovich
Executive Director

Thomas M. Kasten
C/CAG Chair

SAN FRANCISCO PLANNING DEPARTMENT

CITY OF BRISBANE

Approved by:

Approved by:

John Rahaim
Director of Planning

Clayton Holstine
City Manager

SAN FRANCISCO REDEVELOPMENT
AGENCY

CITY OF DALY CITY

Approved by:

Approved by:

Fred Blackwell
Executive Director

Patricia Martel
City Manager/Executive Director

SAN MATEO COUNTY TRANSPORTATION
AUTHORITY,

PENINSULA CORRIDOR JOINT POWERS
BOARD, and

SAN MATEO COUNTY TRANSIT DISTRICT

Approved by:

Michael J. Scanlon
General Manager/ Executive Director/ CEO

Attachment C of the original Agreement is struck and replaced by this Attachment C below:

Attachment C
Scope of Project

Introduction

The area near the border between San Francisco and San Mateo County, including the southeastern portion of San Francisco around Executive Park, Candlestick Point, and Visitacion Valley, and the City of Brisbane's Baylands area, is expected to undergo transformative development in the coming years. Several land use proposals in various stages of planning envision placing over 18,000 new housing units and 15 million square feet of employment in this area.

Enhancing the transportation infrastructure will be of critical importance to transforming it from an industrial expanse into a cluster of new smart growth neighborhoods. From a transportation standpoint, the area currently suffers from poor pedestrian design, limited bicycle access, lack of attractive transit service, and low connectivity between neighborhoods and to key transit facilities.

The San Francisco County Transportation Authority (SFCTA) will lead the Bi-County Transportation Study to develop a priority list of transportation investments for the area and an accompanying funding and implementation plan showing private- and public-sector contributions and implementation roles.

Task 1: Project Initiation and Development of Detailed Work Plan

Task Lead: Hexagon, with SFCTA Oversight

The Consultant team will work as a partner with SFCTA and the network of agencies that are involved in this study, in order to effectively allocate limited resources during the course of the study. In this regard, the team accepts that a detailed scope of work will be a work in progress throughout most of the project, and that it will form the basis for managing study progress. The Consultant team will encourage SFCTA staff to periodically re-examine Hexagon's progress and join with Hexagon in evaluating how well the consultant team is doing, and to suggest changes to the scope of work to ensure steady progress towards mutual objectives.

Hexagon will use a team of senior-level experts in all meetings. This will be a complex undertaking that will produce sophisticated analytical results. Therefore, the Consultant team will use senior experts who understand consensus building, transit planning, travel demand modeling, and other aspects of the technical work, and who also have the proven ability to communicate clearly and listen carefully.

The Consultant team will propose meetings as needed, to make decisions on work products that have been previously distributed and reviewed. Data that is obtained from the Study Team should be obtained prior to meetings in order to be used for analysis. Feedback on analysis results may be obtained at meetings as well as general discussion.

Task 1 Deliverable

The Consultant team will consider the goals and objectives for the project, as expressed by the Interagency Study team.

The Consultant team will work with the Study Team to develop and deliver what should be called the Project Management Plan. This document will contain the detailed scope of work, the project schedule, the project budget, and any other needed project information.

Task 2: Public Involvement Program

Task Lead: Harriett Dietz Consulting

The purpose of the Bi-County Study's public involvement effort is to engage the community in a dialogue about the relative community priorities of proposed transportation projects, considering the land development proposals currently under consideration. While the Bi-County Study is not meant to serve as a forum for discussion of specific project details, there is a role to play in terms of channeling community feedback to the appropriate parties, as well as ensuring that the recommended Bi-County area transportation projects form a cohesive package, are appropriately scoped, and have sufficient community support.

The public involvement process for this study involves both presentations at meetings of existing community groups in the project study area and stand-alone meetings focusing only on Bi-County Study topics. The Study has already begun the public involvement process with an initial round of community outreach to raise awareness about the study. A second round of public outreach will take place in the Fall of 2008 which will focus on the land use and transportation alternatives to be analyzed in the study. A third and final round of outreach will then share preliminary results from the analysis and evaluation and focus on prioritization. The Study will require consultant assistance with producing and summarizing the Bi County Community Outreach Events.

Task 2.1 Bi-County Outreach Event #1

Outreach Event 1 will be a transportation-focused information "fair" that features the Bi-County Study and individual land use and transportation projects in the study area. Consultant will assist the Authority with finalizing the format for the workshop. Initial approach elements include: An Open House, brief overview presentations of the Bi County Study, tabling and posters by individual project sponsors. Breakout sessions may also be desired.

The consultant will also take the lead on all logistics and documentation of the event, including:

- Coordinate with project lead agencies to obtain input into the event format and finalize the format
- Obtain an appropriate venue
- Help publicize the event (develop flyer/key messages)
- Review and comment on Authority presentation and agency collateral/boards

- Manage Authority intern and staff at the event
- Bring name tags, sign in sheets and light snacks/refreshments
- Design and implement any comment form, surveys or other data collection of event participants' views
- Summarize the event

It is likely that project sponsors will already have information sheets or frequently asked questions for their respective projects, but there may be some materials that may need to be developed based on existing information. The consultant will assist with coordinating materials for the stations as well as developing an overall information sheet and comment form. The consultant will also provide meeting materials and make logistical arrangements, including site arrangements, name tags and refreshments. The consultant will not be responsible for costs relating to charges for the use of the meeting facility (these will be direct charges to the project). After the meeting, the consultant will compile comments received and prepare a meeting summary report documenting the meeting, including the number of attendees, input received, and key issues raised.

Task 2.1 Deliverables

- Final meeting format description
- Meeting materials and logistical arrangements
- Meeting attendance and facilitation
- Meeting and input summary

Task 2.2 Bi-County Outreach Event #2

The consultant will assist in developing and carrying out BC Outreach Event(s) #2. The consultant will define, through discussions with the Authority and its partners, the timing, role, and format for this meeting. The meeting's purpose is to provide information on the Study's analysis of land use/transportation package alternatives and evaluation analysis to key stakeholders including other agencies, developer community and neighborhood representatives. The Authority may also share preliminary recommendations regarding its transportation project prioritization process, as well as some details on funding and implementation.

The consultant will work with the Authority to develop the appropriate format and agenda for this meeting(s). The consultant will also provide meeting publicity materials and make logistical arrangements, including site arrangements, name tags and refreshments. The consultant will not be responsible for costs relating to charges for the use of the meeting facility. After the meeting, the consultant will compile comments received and prepare a meeting summary report documenting the meeting, including the number of attendees, input received, and key issues raised.

Task 2.2 Deliverables

- Final meeting format description
- Meeting materials and logistical arrangements
- Meeting attendance and facilitation
- Meeting and input summary

Task 3: Assessment of Land Use and Transportation Conditions

Task Lead: Hexagon, with SFCTA Oversight

Various planning efforts have been launched within the Bi-County study area that relate to the following list of projects:

- Executive Park Development
- Candlestick Point Development
- Bayview-Hunters Point Redevelopment Survey Area
- Hunters Point Shipyard Redevelopment Project
- Visitacion Valley Watershed Redevelopment Area
- Brisbane Baylands Development

The Consultant team (lead by Hexagon) will produce an existing conditions paper that describes both the existing transportation system and the existing land uses. The team will review the pertinent and available traffic studies and subsequently summarize the transportation issues that have been identified relative to the various development proposals. Given that much of the existing conditions analyses may have been generated for concurrent traffic studies, Environmental Impact Reports (EIR's), transit studies, and General Plan-type documents, Hexagon will compile this information from the respective sources as part of this task, with the SFCTA taking the lead on much of this coordination.

Task 3 Deliverable

Hexagon will prepare an existing conditions report describing the existing land uses and transportation system and summarizing the transportation needs within the study area.

Task 4: Development of Future Land Use scenarios

Task Lead: SFCTA

SFCTA will develop a set of land use scenarios to be used in the analysis, formatted to the Bi-County Model's Transportation Analysis Zone (TAZ) system. Scenario development includes any conversions in TAZ systems and demographic categories, such as characterization of labor in terms of employment by types recognized by SFCTA's SF-CHAMP model system. SFCTA will develop five land use scenarios for use in the Bi-County Study, as follows:

- 2005
- 2030 baseline (no land use projects)
- 2030 with land use (full build)
- 2030 Transit-Oriented Development (TOD)
- 2030 slow-growth (partial build)

Using previous available projections as a starting point, SFCTA will modify a 2005 scenario to use as a baseline. Modifications will be made to 'ground truth' the existing dataset. For 2030 scenarios, SFCTA will begin with Projections 2007 and modify as needed to reflect a baseline land use assumption that does not include the projects being analyzed. SFCTA will develop the 'with land use' scenario by adding project land uses to the baseline. This 'with land use' scenario will serve as the land use assumptions for all transportation package testing.

After a set of projects is selected, SFCTA will develop a 2030 TOD dataset based on discussions with the Study Team regarding how project land uses might be re-arranged or modified to better support transit. Finally, if transportation performance continues to show impacts that are unacceptable to the Study Team, SFCTA will develop a 2030 slow-growth scenario that assumes a lesser amount of growth by the year 2030. The methodology for developing this slow-growth scenario is to be developed via further discussions with the Study Team. It may consist of across-the-board percentage reductions in land use programs, or of individual reductions that are deemed appropriate for each project.

Task 4 Deliverable

Land use projections in Excel format for five scenarios

Task 5&8a. Develop and Analyze Transportation Strategies

Task Lead: SFCTA

SFCTA will work with the Study team to create a set of transportation packages to test using the Bi-County Model. The packages will consist of potential transportation improvements grouped strategically to demonstrate comparative effectiveness in transportation performance. Using the evaluation framework developed in Task 6, SFCTA will evaluate the modeled packages. In addition, some of the proposed improvements have benefits that cannot be captured via the modeling process; in these cases, off-model metrics from Task 6's framework will be used to evaluate their effectiveness.

The modeled transportation packages will incorporate the following transportation improvements:

- US 101 Candlestick Point Interchange Reconfiguration
- Geneva Avenue Extension
- Harney Way Re-Build and/or Widening
- Harney Bus Rapid Transit Facility and Service
- Geneva Avenue Transit Preferential Streets Treatments
- T-Third Segment "S" Extension to Bayshore Caltrain Station
- Palou Transit Preferential Streets Treatments
- New Oakdale Caltrain Station
- US 101 Sierra Point Interchange Improvement
- Yosemite Slough Bridge

- Other local access and circulation improvements as may be identified to address additional traffic ‘hot spots’ from model analysis, such as a Lagoon Parkway Extension to Guadalupe Canyon Parkway

Additional projects will be included as background assumptions for travel demand modeling, such as US101 High-Occupancy Vehicle (HOV) or High-Occupancy Toll (HOT) lanes, US101 Auxiliary Lanes. Additional new transportation services that may be added to serve the new development, such as new express bus services, shuttles to Caltrain and BART, and changes to existing bus service, will also be included as background assumptions for modeling.

In addition, the following potential improvements will be considered in the evaluation for inclusion in the Priority Project List. However, because their benefits would not be adequately captured in the Bi-County Model (see description of model in Task 5&8b), no attempt will be made to reflect the improvements in the modeled scenarios:

- Possible re-routing of truck traffic in the Bayview-Hunters Point area
- Pedestrian streetscape and safety improvements to various roadways
- Expansion of pedestrian and bicycle networks within the study area

Draft transportation packages have been developed and will undergo additional refinement before the full evaluation. They are described as follows:

1. “All-In” – includes all proposed improvements, to show how the full set of identified projects will affect transportation performance if implemented.
 - a. Scenario Test A: Caltrain Downtown Extension – determines transportation performance differences in the Bi-County area resulting from completing the extension project.
 - b. Scenario Test B: No Harney Widening – demonstrates how transportation performance is affected if Harney Way remains at four lanes.
2. Lite Transit – demonstrates how transportation performance is affected if some capital transit projects are not implemented, and instead, transit in the area is improved only by instituting transit service changes and additions.
3. Pricing – demonstrates the effect of pricing within a San Francisco cordon area may have on transportation performance in the Bi-County area.
 - a. Scenario Test A: US101 HOT/HOV – demonstrates the combined effect of toll lanes on US101 and cordon-area pricing on transportation performance in the Bi-County area.

The analysis will use the evaluation framework developed in Task 6 to compare the performance of each package. It will address the contribution and relative performance of individual transportation projects, incorporating model outputs and other considerations as described in the evaluation framework. This task will use the modeling outputs from Task 5&8b, Modeling of Transportation Strategies, described below, to inform the metrics of the evaluation framework.

SFCTA will develop a Priority Project List that includes the above improvement projects demonstrating the best performance within the evaluation framework. This Priority Project List will be the subject of the funding and implementation strategy to be created in Task 9. The List will also be used to test two alternative land use scenarios as developed in Task 4: a TOD scenario and a 'slow-growth' scenario.

Task 5&8a Deliverable

Technical memorandum describing the evaluation, including results from: each transportation package scenario, the Priority Project List evaluation, and the modified land use scenarios

Task 5&8b. Model Transportation Strategy Packages

Task Lead: SFCTA

Work under this task consists of the modeling work to support the Task 5&8a evaluation and is organized into two subtasks. The first subtask is to refine and enhance the Nine-County Regional Pricing Model (RPM-9) in order to improve the 2000 and 2005 validation in the Bi-County Study Area, resulting in an enhanced, updated model, to be referred to as the Bi-County Model. The second subtask is to code, run, produce outputs for, and analyze a set of future year model scenarios related to the projects using the Bi-County Model.

SFCTA will initiate a review of RPM-9 validation in the Study Area. SFCTA will determine areas where the RPM-9 model is deficient and requires further refinement, resulting in a model development plan for the Bi-County Model. Upon completion of model development, SFCTA will summarize the 2000 and 2005 validation results in key areas and corridors.

Once the validation is complete, SFCTA will develop eight future scenarios, incorporating the specific changes to the land use and transportation network files. These scenarios will be analyzed by SFCTA using the Bi-County Model. The future scenarios to be tested include:

1. Future 2030 Baseline – land use will reflect a background/no-growth scenario, without any of the expected major development projects along the Study Area. The transportation network will reflect some background changes, but no major development-related projects. Background changes to be included are US 101 Auxiliary Lanes, Caltrain Electrification/2025 plan, the T-Third Segment "S" Extension to Bayshore Station, and Muni's Transit Effectiveness Project (TEP).
2. Future 2030 Cumulative Land Use – land use will reflect the currently expected Bi-County growth, at the Brisbane Baylands, Candlestick/Hunters Point, Executive Park, India Basin, and Daly City sites. The transportation network will be the same as the Future 2030 Baseline scenario.
- 3a. Future 2030 Cumulative Land Use with Transportation Package 1: All-In – land use will reflect the currently expected Bi-County growth. The transportation network will include everything in scenarios 1 and 2, as well as the US-101 Candlestick Point Interchange, Geneva Avenue extension, Harney Way Re-Build, Yosemite Slough Transit Bridge, Caltrain Oakdale Station, Harney Way Bust Rapid Transit, Palou and Geneva Avenue Transit Preferential Streets,

increased Caltrain and shuttle service to Bayshore; Muni route extensions into Candlestick and Hunters Point as well as new express lines to downtown (“CPX and HPX”), and possible ferry service from Hunters Point to Downtown San Francisco.

3b. Future 2030 Cumulative Land Use with Transportation Package 1: All-in plus DTX – land use will reflect the currently expected Bi-County growth. The transportation network will be the same as Scenario 3a, with the addition of the Caltrain Downtown Extension.

3c. Future 2030 Cumulative Land Use with Transportation Package 1 with no Harney Widening – land use will reflect the currently expected Bi-County growth. The transportation network will be the same as Scenario 3a, but without the Harney Way rebuild.

4. Future 2030 Cumulative Land Use with Transportation Package 2: Lite Transit – land use will reflect the currently expected Bi-County growth. The transportation network will be the same as Scenario 2, with the addition of US-101 Candlestick Point Interchange, Geneva Avenue extension, Geneva Avenue/Harney Way bus service (non-BRT), increased Caltrain and shuttle service at Bayshore station, Muni route extensions into Candlestick and Hunters Point, new express bus lines to downtown (“CPX and HPX”), and possible ferry service.

5a. Future 2030 Cumulative Land Use with Transportation Package 3: Pricing – land use will reflect the currently expected Bi-County growth. The transportation network will be the same as Scenario 3a (“All In”), with the addition of HOV and HOT lanes on US-101.

5b. Future 2030 Cumulative Land Use with Transportation Package 3 plus cordon pricing – land use will reflect the currently expected Bi-County growth. The transportation network will be the same as Scenario 5a, with the addition of cordon pricing.

The final set of model runs is predicated on using projects from the Priority Project List and modifying land use assumptions to determine the potential transportation performance effects of different approaches to land development (completed in Task 4). SFCTA will run two additional model scenarios based on different land uses, as follows:

6. Future 2030 Transit Oriented Development (TOD) – land use will reflect modifications to currently expected Bi-County growth for transit-oriented development patterns.

7. Future 2030 Slow Growth – land use will reflect only a portion of the full cumulative land use.

Task 5&8b Deliverables

- Summary of 2000 and 2005 RPM-9 validation in key areas and corridors
- Summary of 2000 and 2005 Bi-County Model validation in key areas and corridors

For each scenario listed above:

- land use files
- transportation network summary
- vehicle and transit assignments
- trip table summaries

Task 6: Development of Evaluation Criteria and Performance Measures

Task Lead: Hexagon, with SFCTA Oversight

A broad set of alternative strategies that can potentially address transportation problems and needs within the study area will be identified initially during this task. A process for narrowing this broad set of alternatives must be put in place, with significant input from the Interagency Study team, regional agencies and development partners, to weed out unworkable alternatives and focus only on the most promising alternatives for more detailed analysis.

These evaluation criteria and performance measures will be directly related to the problem definition and the goals and objectives established for the study area during Task 1.

The fatal flaw criteria will include measures for issues that likely would yield an alternative as procedurally or physically infeasible. For example, alternatives that would entail extensive property acquisition within established neighborhoods are not likely to be viable. Alternatives that would require use of federally protected properties (e.g., parklands, historic properties) will need to be avoided. The criteria will include measures for these types of fatal flaw issues.

The next layer of criteria to be applied to surviving transit options will enable broad comparisons among the alternatives. These criteria will take into account the goals and objectives established by the community (from Task 2) and are likely to include such factors as costs (both capital and operating), projected ridership, community acceptance, land-use benefits, and environmental impacts (including street traffic flows).

The final set of criteria will provide a more detailed look at the most promising alternatives.

Some very typical frameworks for examining the performance of transportation projects include: (1) mobility improvements, (2) environmental benefits, (3) operating efficiencies, (4) cost effectiveness, (5) transit supportive land use, (6) other factors, and (7) local financial commitment;

Task 6 Deliverable

The Consultant team will prepare a memorandum recommending Bi-County Transportation Study evaluation measures, based on the goals and objectives for the study (established in Task 2), that will lead to the selection of a preferred alternative that performs the best relative to the goals and objectives for this project.

Task 7: Development of Project Cost Estimates

Task Lead: Mark Thomas & Company

The Consultant will provide cost estimates for all potential projects being considered in the Bi-County Study. The list of projects for which cost estimates are desired includes the following:

- US 101 Candlestick Point Interchange Reconfiguration
- US 101 Sierra Point Interchange Improvement

- Geneva Avenue Extension
- Harney Way Re-Build and/or Widening
- Harney Bus Rapid Transit Facility and Service
- Geneva Avenue Transit Preferential Streets Treatments
- T-Third Segment “S” Extension to Bayshore Caltrain Station
- Palou Transit Preferential Streets Treatments
- New Oakdale Caltrain Station
- Yosemite Slough Bridge
- Lagoon Parkway Extension to Guadalupe Canyon Parkway
- Other local access, circulation, pedestrian, and bicycle improvements as may be identified to address additional traffic ‘hot spots’ from model analysis and key pedestrian and bicycle connections in the area.

The Authority will provide all available information on these proposed projects, including project descriptions, conceptual designs, and previous cost estimates. For each proposed project, the Consultant will provide a design and construction timeline and a cost estimate in year-of-expenditure dollars. For some projects, as certain key design decisions have not yet been made, the estimate may need to take the form of a range with high and low bounds defined. Documentation will include the cost estimates in spreadsheet format showing how the major elements and unit costs add to the total cost. It will also include the assumptions used in the estimation process, including unit cost, technical and design assumptions.

Deliverable

Technical memorandum and spreadsheet file summarizing cost estimates for each project

Task 8: Refinement of Transportation Strategies and Projects

Task Lead: SFCTA

See Task 5&8 above.

Task 9: Development of Funding and Implementation Plan

Task Lead: SFCTA

Available construction costs will be summarized during the assessment of engineering feasibility (Task 7), and operating costs will be assessed during the refinement of the alternatives (Task 8). This

task will focus on the funding and implementation plan which helps the Study Team understand its capacity to fund the preferred alternative.

SFCTA will identify the existing Federal, State and local revenue sources available to offset current capital and operating costs. SFCTA will work with the Interagency Study team to quantify both historic and current amounts, and assign the revenue sources to the appropriate expenses. Reader friendly graphs and spreadsheets will be developed in the analysis.

A draft preferred investment strategy will be developed by SFCTA staff through these activities. The investment plan will describe all funding sources required to fully implement the Priority Project List and develop a recommended course of action to obtain stable and reliable revenues. The strategy will further identify steps necessary for both public and private entities and organizations to take in order to secure required level of future financial resources to build and operate the transportation package. Specific responsibilities may also be suggested to entities so that actions can be taken to reach important milestones.

Development of the draft preferred investment strategy will occur after the public outreach has been conducted, in which the technical analysis is presented. Feedback from the community will be instrumental in the development and refinement of the investment strategy.

Task 9 Deliverable

Funding and Implementation Strategy Report

Task 10: Preparation of Final Report

Task Lead: SFCTA

SFCTA will produce a final report for the study that incorporates information from previous work, products, and deliverables. The report will include highlights and summaries of transportation needs, potential transportation improvements, the Priority Project List, the funding and implementation strategy, and other study recommendations. SFCTA will circulate a draft version to the Study Team and a final round of community outreach before preparing for final adoption by the SFCTA Board.

Task 10 Deliverable

Draft Final and Final Report

Schedule To Completion

	[Completed Previously]	2009						2010					
		Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun
1 Project Initiation	██████████												
2 Public Outreach	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████	██████████
3 Existing Conditions	██████████												
4 Future Land Use Scenarios	██████████						██████████	██████████					
5 Model Preparations	██████████	██████████	██████████	██████████									
6 Evaluation Criteria	██████████												
7 Cost Estimates					██████████	██████████							
8 Project Evaluation					██████████	██████████	██████████	██████████					
9 Implementation and Funding								██████████	██████████				
10 Final Report											██████████	██████████	

Attachment D is added to the Agreement as follows:

Attachment D Project Budget Summary

	1 Project Initiation / Detailed Work Plan	2 Public Involvement Program	3 Assessment of Land Use and Transportation	4 Development of Future Land Use Scenarios	5&8 a) Dev & Analysis of Transport Strategies	5&8 b) Modeling of Transport Strategies	6 Evaluation Criteria and MOEs	7 Project Cost Estimates	9 Funding and Implementation Plan	10 Final Report	11 Meetings	Totals
Hexagon												
Hexagon Subtotal	\$ -	\$ 720	\$ 7,350	\$ 2,580	\$ 7,890	\$ -	\$ 1,080	\$ -	\$ -	\$ -	\$ 8,220	\$ 27,840
Apex												
Apex Subtotal	\$ 4,800	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ 9,250
Mark Thomas & Co.												
Mark Thomas Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,610	\$ -	\$ -	\$ -	\$ 20,610
Dietz												
Dietz Subtotal	\$ -	\$ 29,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,880
San Francisco County Transportation Authority												
SFCTA Subtotal	\$ -	\$ 16,936	\$ -	\$ 5,306	\$ 43,711	\$ 55,374	\$ -	\$ -	\$ 9,450	\$ 12,757	\$ -	\$ 143,533
* Assumes \$3,000 per run, for 10 runs. Note that labor hours are additional, for Bi-County model preparation.												
Total Study Costs	\$ 4,800	\$ 48,386	\$ 7,350	\$ 7,886	\$ 51,601	\$ 55,374	\$ 1,080	\$ 20,610	\$ 9,450	\$ 12,757	\$ 11,820	\$ 231,113
San Francisco County Transportation Authority In-Kind Contribution												\$ 31,113
Total Reimbursable Costs												\$ 200,000

Budget Detail

	Labor Rates	1 Project Initiation / Detailed Work Plan	2 Public Involvement Program	3 Assessment of Land Use and Transportation	4 Development of Future Land Use Scenarios	5&8 a) Dev & Analysis of Transport Strategies	5&8 b) Modeling of Transport Strategies	6 Evaluation Criteria and MOEs	7 Project Cost Estimates	9 Funding and Implementation Plan	10 Final Report	11 Meetings	Totals
Hexagon													
Jill Hough	\$ 180	0	4	4.5	13	41.5	0	6	0	0	0	45	# 114
Ling Jin	\$ 120	0	0	0	2	1.5	0	0	0	0	0	0	4 3.5
Louisa Yue	\$ 120	0	0	0	0	0	0	0	0	0	0	0	0 0
Lailani Valerio	\$ 90	0	0	0	0	0	0	0	0	0	0	0	0 0
Marco Palmieri	\$ 90	0	0	66	0	0	0	0	0	0	0	0	# 66
Jennifer Hunter	\$ 80	0	0	7.5	0	0	0	0	0	0	0	0	8 7.5
Jeanette Garcia	\$ 80	0	0	0	0	3	0	0	0	0	0	1.5	5 4.5
Hours Subtotal		0	4	78	15	46	0	6	0	0	0	46.5	195.5
Labor Subtotal	\$ -	\$ -	\$ 720	\$ 7,350	\$ 2,580	\$ 7,890	\$ -	\$ 1,080	\$ -	\$ -	\$ -	\$ 8,220	\$ 27,840
Direct Costs													\$ -
Hexagon Subtotal	\$ -	\$ -	\$ 720	\$ 7,350	\$ 2,580	\$ 7,890	\$ -	\$ 1,080	\$ -	\$ -	\$ -	\$ 8,220	\$ 27,840
Apex													
Eileen Goodwin	\$ 200	24	4.25									18	46.25
Labor Subtotal	\$ 4,800	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ 9,250
Direct Costs													\$ -
Apex Subtotal	\$ 4,800	\$ 850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,600	\$ 9,250
Mark Thomas & Co.													
Brad Leveen	\$ 165								124				124
Labor Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,460	\$ -	\$ -	\$ -	\$ 20,460
Direct Costs									\$ 150				\$ 150
Mark Thomas Subtotal	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,610	\$ -	\$ -	\$ -	\$ 20,610
Dietz													
Harriett Dietz	\$ 140		192										192
Labor Subtotal	\$ -	\$ 26,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 26,880
Direct Costs		\$ 3,000											\$ 3,000
Dietz Subtotal	\$ -	\$ 29,880	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,880
San Francisco County Transportation Authority													
Deputy Director for Planning	\$ 164		8			40				10	8		66
Senior Transportation Planner	\$ 104		80		16	160				40	40		336
Transportation Planner	\$ 91		80		40	160				40	80		400
Deputy Director for Technology	\$ 164					8	40						48
Senior Transportation Modeler	\$ 104					24	80						104
Intern Transportation Modeler	\$ 52					40	200						240
Lump sum for model runs*							\$ 30,000						\$ 30,000
Hours Subtotal		0	168	0	56	432	320	0	0	90	128	0	1,194
Labor Subtotal	\$ -	\$ -	\$ 16,936	\$ -	\$ 5,306	\$ 43,711	\$ 55,374	\$ -	\$ -	\$ 9,450	\$ 12,757	\$ -	\$ 143,533
Direct Costs													\$ -
SFCTA Subtotal	\$ -	\$ -	\$ 16,936	\$ -	\$ 5,306	\$ 43,711	\$ 55,374	\$ -	\$ -	\$ 9,450	\$ 12,757	\$ -	\$ 143,533
* Assumes \$3,000 per run, for 10 runs. Note that labor hours are additional, for Bi-County model preparation. Labor rates are as of July 2009.													
Total Hours		24	368.25	78	71	478	320	6	124	90	128	64.5	1,752
Total Labor	\$ 4,800	\$ 45,386	\$ 7,350	\$ 7,886	\$ 51,601	\$ 55,374	\$ 1,080	\$ 20,460	\$ 9,450	\$ 12,757	\$ 11,820	\$ -	\$ 227,963
Total Direct Costs	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 150	\$ -	\$ -	\$ -	\$ -	\$ 3,150
Total Study Costs	\$ 4,800	\$ 48,386	\$ 7,350	\$ 7,886	\$ 51,601	\$ 55,374	\$ 1,080	\$ 20,610	\$ 9,450	\$ 12,757	\$ 11,820	\$ -	\$ 231,113
San Francisco County Transportation Authority In-Kind Contribution													\$ 31,113
Total Reimbursable Costs													\$ 200,000

C/CAG AGENDA REPORT

Date: November 12, 2009

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Report regarding the waiver of a funding agreement between City/County Association of Governments and the Town of Colma regarding the payment of \$135,000 in local funds from the "D" Street Pedestrian Enhancement Project.

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

RECOMMENDATION

That the C/CAG Board receive a report regarding the waiver of a funding agreement between City/County Association of Governments and the Town of Colma regarding the payment of \$135,000 in local funds from the "D" Street Pedestrian Enhancement Project.

FISCAL IMPACT

There will be no fiscal impact.

SOURCE OF FUNDS

Funds consist of Congestion Mitigation and Air Quality (CMAQ) Federal Funds.

BACKGROUND/DISCUSSION

On October 9, 2008 the C/CAG board authorized the Executive Director to redistribute \$350,000 in excess Congestion Mitigation and Air Quality (CMAQ) Regional Bicycle and Pedestrian Program (RBPP) funds from the City of Pacifica.

Staff requested an amendment to the Transportation Improvement Program to redistribute funds to projects within San Mateo County which were already been obligated and that were qualified to receive CMAQ RBPP funding.

As part of that redistribution, \$235,000 was directed to the Town of Colma's 'D' Street Pedestrian Enhancement project. This particular project was large enough to absorb the funds and the additional federal funding would also allow the Colma to reduce its proportionately high local match.

As a result of the additional project funding, Colma agreed to trade \$135,000 in Federal CMAQ RBPP funds for an equivalent amount of local funds. Colma agreed to pay C/CAG \$135,000 upon obligation of the CMAQ RBPP funds. On November 13, 2008, the C/CAG board authorized and executed a funding agreement (under resolution 08-57) with the Town of Colma. C/CAG anticipated using the money under this agreement towards future bicycle and pedestrian improvement projects within the County of San Mateo.

ITEM 6.6

After execution of the funding agreement, the 'D' Street project went to bid. The economic climate began to affect construction bids regionwide and the project received a low bid of \$278,500, approximately 60% of engineers estimate. Colma could not utilize any of the funds that C/CAG had added to the project. The Caltrans and FHWA process required the de-obligation of approximately 30% of the original CMAQ funding upon submittal of award information.

During construction, the project faced unforeseen soil conditions and a slope stabilization change order increased the overall project cost. The cost was now above the original engineers estimate. Colma and C/CAG staff inquired with both Caltrans and MTC to see if the de-obligated fund could be re-obligated commensurate with the current project cost. Under normal conditions re-obligation would be possible however, the end of the transportation act blocked Colma's ability to revise the obligation amount with Caltrans, thereby resulting in an overall shortfall to the project. Because the de-obligation of funds and resulting project shortfall was beyond the control of the Town, C/CAG relieved the Town of its financial obligation to C/CAG in the amount of \$135,000.

ATTACHMENTS

- Letter from Town of Colma
- Waiver from C/CAG



TOWN OF COLMA

1198 El Camino Real • Colma, California • 94014-3212
Tel 650-997-8300 • Fax 650-997-8308

October 1, 2009

City Council

Joanne F. del Rosario
Mayor

Joseph Silva
Vice Mayor

Diana Colvin
Council Member

Helen Fisicaro
Council Member

Rae P. Gonzalez
Council Member

Richard Napier
Executive Director - C/CAG
555 County Center, 5th Floor.
Redwood City, CA 94063

RE: Colma D Street Stairway Pedestrian Enhancements Project (CML 5264-002)

Dear Richard,

This letter is to request a waiver of the Town's reimbursement to C/CAG in the amount of \$135,000 as per our mutual agreement arising out of the federal funding adjustment for the Colma D Street Stairway Pedestrian Enhancements Project.

The original CMAQ funding obligation programmed for construction and construction engineering of the above mentioned federal-aided project was \$250,000. Later in the funding programming process, Colma agreed and C/CAG requested MTC for a TIP administrative amendment to redistribute \$235,000 of programmed funds available from previously authorized projects that were unable to utilize the money. With the inclusion of C/CAG's \$235,000 into the project's funding, the total funding obligation was \$485,000. Through this redistribution of funds, the Town and C/CAG agreed in December 2008 that the Town would reimburse C/CAG \$135,000 of local funds towards construction of future bicycle and pedestrian projects in San Mateo County.

When construction bids for the project were opened, the lowest responsible bid came in at \$278,500, substantially below the engineer's estimate of approximately \$443,000.

The construction project was awarded at \$278,500 and a revised finance letter was submitted to Caltrans Local Assistance Division. The CMAQ funding was adjusted and deobligated by Caltrans to \$335,978 (Construction and CE).

During construction, unforeseen conditions with major slope stabilization repairs within the project limits were encountered. The current construction costs, including construction, design support, construction engineering, and quality assurance testing is approximately \$420,000. The Town estimates the total cost through completion will be approximately \$490,000 (including local match).

The Town inquired about re-obligating the remaining funds from the \$485,000 originally authorized federal funding. We were informed that the remainder of funds, up to the original obligation of \$485,000, was rescinded by MTC because the legislative act that generates the funding is at the end of its program cycle, and that a request to obligate funds from a future grant cycle would have to be made.

D St Stairway Pedestrian Enhancements Project

Page 1 of

Furthermore, the projects' funding scenario is compounded by the fact that the Town would have to pay \$135,000 to C/CAG under our mutual agreement.

The Town therefore requests an amendment to the mutual funding agreement thereby relieving the Town of its obligation to reimburse C/CAG \$135,000 because the remainder of funding, in excess of the encumbrance amount of \$335,978 is no longer available to the Town to apply for reimbursement for the project.

If C/CAG agrees to this waiver, the Town would not need re-programming of CMAQ funds from a future cycle, since the Town would have sufficient funds from the local match to cover the funding shortfall.

Please let me know if you need additional information for considering our request. Brad Donohue, Deputy Director of Public Works can be contacted at (650)757-8895 if you have any questions about this project. C/CAG's assistance in helping us throughout the federal funding process is appreciated.

Sincerely,



Robert Lotti
Acting City Manager

cc: Laura Allen, City Manager, Colma
Sandy Wong, Deputy Director, C/CAG
Jean Higaki, Transportation Systems Coordinator, C/CAG
Rick Mao, City Engineer/Director of Public Works, Colma
Brad Donohue, Deputy Director of Public Works, Colma

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*

October 9, 2009

Mr. Robert Lotti
Town of Colma
Acting City Manager
1198 El Camino Real
Colma, CA 94014

RE: Waiver of funding agreement between the City/County Association of Governments and the Town of Colma regarding the payment of \$135,000 in local funds from the "D" Street Pedestrian Enhancement project

Dear Robert:

This letter is written in response to the Town's request to waive payment of \$135,000 to C/CAG. C/CAG understands that abnormal bid conditions affected the award of the above project, resulting in the de-obligation of obligated funds. We also understand that resulting slope stabilization change order was unforeseen and increased the overall project cost to near original engineers estimate.

The end of the transportation act affected the Town's ability to revise the obligation amount with Caltrans, thereby resulting in an overall shortfall to the project. Because the shortfall was beyond the control of the Town, C/CAG is willing to relieve the Town of its financial obligation to C/CAG in the amount of \$135,000.

If there are any concerns regarding this funding agreement please contact me at 650-599-1420 or Jean Higaki at 650-599-1462.

Sincerely,



Richard Napier
Executive Director of C/CAG

cc: Rick Mao, City Engineer/ Director of Public Works, Colma

C/CAG AGENDA REPORT

Date: November 12, 2009
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of C/CAG Legislative priorities, positions, and Legislative update.
(A position may be taken on any legislation, including legislation not previously identified.)

(For further information please contact Joe Kott at 650-599-1453)

RECOMMENDATIONS

Information only: an update on water reform legislative package.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

LEGISLATIVE PRIORITY

To be discussed at this meeting.

BACKGROUND/DISCUSSION

As of the date this report was prepared, the only change from last month in the status of legislation being tracked by C/CAG is the veto by the Governor of SB 406 (See Attachment). The Legislature and Governor, however, have been active over the course of last month in crafting a water reform package. The attached articles describe the state of play in this work to date.

ATTACHMENT

- Bills Tracked by C/CAG that have been sent to the Governor
- Capitol Weekly: New Plan – Legislature’s Approval needed for Peripheral Canal
- Capitol Weekly: Water Reform Package Moving Forward, but Conflicts Remain

ITEM 7.1

- Capitol Weekly: Water – Senate Oks Bonds, Delta Governance
- Sacramento Bee: Lawmakers Predict Water Package Passage

ATTACHMENT

BILLS TRACKED BY C/CAG THAT HAVE BEEN SENT TO THE GOVERNOR

SB 406 (De Saulnier) Land use: environmental quality.

Introduced: 02/26/2009

Status: Enrolled, 9/28/09; Vetoed, 10/11/09

Summary: Would change the designated membership, as specified, of the Planning Advisory and Assistance Council and would require that the council work with the Strategic Growth Council, regional agencies, and cities and counties to facilitate the implementation of regional blueprint plans. The bill would also require the council to develop and propose recommendations to specified state agencies to facilitate coordination between regional blueprint plans, state growth and infrastructure funding plans, and programs that facilitate the implementation of regional blueprint plans. The bill would further require the council to report to the Legislature on regional performance measures, as specified, and on the manner in which state agencies are implementing the 5-year infrastructure plan. The bill would require the council to begin to perform the above functions and duties when sufficient funding, as determined by the council, exists from the revenue transmitted to it by metropolitan planning organizations, councils of governments, or county transportation commissions and subregional councils of governments jointly preparing subregional sustainable communities strategies. This bill contains other related provisions.

Laws: An act to amend Section 65040.6 of, and to add Section 65083 to, the Government Code, to amend Section 75125 of the Public Resources Code, and to add Section 9250.6 to the Vehicle Code, relating to land use.

Governor's Veto Statement:

"I am returning Senate Bill 406 without my signature. Reducing greenhouse gas emissions is of utmost priority in my administration and is essential for achieving California's climate change goals. However, this bill would authorize a municipal planning organization, a council of governments, or a county transportation commission and a sub-regional council of governments, by resolution, to impose a new fee on motor vehicles registered in their jurisdiction. As I have said in prior veto messages, such an increase should be subject to voter approval. For this reason, I am unable to sign this bill. Sincerely, Arnold Schwarzenegger"

League of California Cities Position: Watch

California State Association of Counties Position: Watch

Metropolitan Transportation Commission Position: Support

C/CAG Position: Watch

New plan: Legislature's approval needed for Peripheral Canal

By **John Howard** | 10/29/09 12:00 AM PST

Raising the stakes in the discussion over state water policy, a Sacramento-area lawmaker introduced legislation Thursday that would block the construction of a Peripheral Canal unless it was expressly authorized by the Legislature.

The special-session bill by Assemblywoman Alyson Huber, D-El Dorado Hills, also requires the Legislature's nonpartisan fiscal adviser, the Legislative Analyst, to put together an economic feasibility study of the potential project.

"I am very concerned about the direction in which the water discussions are heading. I am authoring the bill to make sure we get answers to very important questions," Huber said.

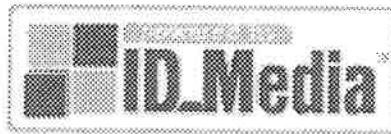
Cost estimates of \$6 billion to \$12 billion for the huge public works project have been provided by its supporters, but Huber said lawmakers need an independent, nonpartisan analysis to decide the issue.

The canal is at the heart of the debate over state water policy. Once approved by the Legislature and signed into law by former Gov. Jerry Brown, the canal was rejected by voters in a 1982 referendum. It has generally been opposed by environmentalists as disruptive to the Sacramento-San Joaquin River Delta east of San Francisco, an estuary through which most of the state's water flows.

The delta's levees are crumbling while flows have been disrupted by the huge pumps that take water from the estuary and send it southward to the Central Valley and Southern California. In one design, the proposed canal would skirt the periphery of the delta for about 45 miles, moving water from the Sacramento River to the south and avoid taking it from the delta.

Huber's bill, AB 13 7x, would require lawmakers to sign off on any canal. The state's top water official, Lester Snow, director of the state Department of Resources, says the state already has the authority to build the canal - a position disputed by environmentalists.

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Water reform package moving forward, but conflicts remain

By Capitol Weekly Staff | 10/29/09 12:00 AM PST

The promise of a water deal moved closer this week as a diverse coalition of agricultural, urban and environmental groups rallied behind a policy proposal authored by Senate leader Darrell Steinberg, D-Sacramento. But Republicans balked at the measure, citing concerns over how the bill would impact small farmers.

What it all means for those hoping for a comprehensive water package is unclear. The Steinberg and Assembly GOP proposals only deal with changes in water policy. They do not address the other major part of these negotiations – a bond that would have to be put before voters to pay for new water storage and infrastructure projects.

Democrats and Republicans introduced separate water bond proposals Wednesday.

In addition to the intricate policy details, politics has complicated the water talks throughout this months-long process. With the state's budget facing what Assembly GOP leader Sam Blakeslee, R-San Luis Obispo, said could be a \$20 billion deficit next year, taking on more debt to pay for water storage and upgrades may be a tough sell to voters.

Republicans are aware of those political realities, and want to ensure that the changes to state water policy – which do not need to go before voter, and can be passed through the Legislature on a majority vote – are still good for the state, with or without a water bond.

Republicans seek stand-alone policy.

"We want to make sure this policy stands on its own," said Assembly Republican leader Sam Blakeslee. Blakeslee noted he wants to break from the conventional wisdom about water negotiations, in which Democrats would get changes they want in water policy in exchange for a water bond that would ensure the construction of at least one new reservoir.

Speaking at the 2009 California Water Conference, sponsored by the Society of American Military Engineers, Department of Water Resources director Lester Snow said there was the "attention and momentum" to move a deal now. While some vocal critics remain, there is major agreement among those actually shaping the package.

"Every stakeholder assumes someone else has an advantage and they're getting screwed," Snow said. "There are no substantive issues anymore. It's in the 'black helicopter phase.'"

Steinberg presented his bill, SB 1 7x, in a joint hearing of the Assembly Water, Parks and Wildlife and Senate Natural Resources Committees Monday. He was joined by a diverse coalition of disparate interests, including lobbyists for the state's largest urban and agricultural water agencies and the Natural Resources Defense Council.

What about the Peripheral Canal?

The unprecedented coalition built by Steinberg came together after major concessions that could lead to the construction of a canal that would divert water out of the Sacramento-San Joaquin River Delta and through the San Joaquin Valley.

Asked after his speech on Wednesday morning, DWR director Snow said the state already has the legal authority to start building the canal. "We clearly have the authority to do that," he said. "That's not something that's a mystery to us."

But if the state were to simply start construction on a structure that moved water around the delta, lawsuits would be inevitable.

Those lawsuits may still come, even if this bill is passed. But advocates for the canal say the language in the bill makes their legal case stronger.

The agencies themselves say they would pay for the huge project, using the money from the rate increases paid by their customers.

"All the agencies will share the cost of conveyance," said Jeff Kightlinger, Chief Executive Officer of the Metropolitan Water District of Southern California, which provides water to the Los Angeles basin. Kightlinger said the cost of the canal could cost between \$6 billion and \$12 billion, and would be funded by urban and agricultural rate payers.

Rate hikes could total 10 percent to 12 percent for urban and industrial users, and perhaps 50 percent to 100 percent for agricultural customers, he said.

The environmentalists say no authorization for a canal.

But environmentalists who support the legislation authored by Sen. Darrell Steinberg, D-Sacramento, said the bill does not give a green-light to construction of the canal, or any other capital projects. The bill, focuses on governance of the delta, environmental safeguards, water supply reliability and other issues. Funding for those issues, perhaps in the \$9 billion range, will be addressed separately, he said.

"The bill does not authorize a canal," Ann Notthoff of the Natural Resources Defense Council testified during Monday's hearing.

The divergence reflects the fragile nature of the group supporting the water-reform package, which includes environmentalists and others long opposed to a canal, or conveyance. Whether or not the bill actually eases the possibility of a canal is apparently still a matter of dispute among some coalition members.

But Assembly Republicans say they are unhappy with the bill, and they have introduced their own water plan that they said would curb the authority over groundwater monitoring contained in the Senate plan.

The Republican bill, AB 1 7x, was introduced hours after a closed-door meeting Monday of Gov. Arnold Schwarzenegger and the Republican and Democratic leaders of both houses. During the meeting, Senate Republican leader Dennis Hollingsworth, R-Murrieta, and Assembly Republican leader Sam Blakeslee, R-San Luis Obispo, said they were unhappy over the regulatory powers that the Steinberg bill

authorized for groundwater monitoring and new conservation provisions, Republicans said the provisions were particularly difficult for small farmers.

The authors of the bill are three of the Assembly Republican negotiators on water -- Jean Fuller of Bakersfield, Jim Nielsen of Yolo and Kevin Jeffries of Riverside.

Assembly Republicans said the bill was intended to provide a platform for future negotiations, and was "a work in progress," but it was put forward as a potential alternative to the Steinberg proposal.

A look at the bills.

The Senate and Assembly bills are similar in some respects, but differ in others. One key difference is in the penalties and fines for improper diversions of water.

*The Senate bill calls for fines up to \$5,000 per day or the amount of "the highest market value of water," a level that could far exceed \$5,000 per day if the diversion was on a large scale. The Assembly plan's language caps the penalty at \$5,000, according to the language in the bill.

The Assembly Republicans bill, which deals with policy and not fiscal issues, was introduced on the same day that legislative hearings began on the Steinberg bill, which was the product of months of negotiations between water interests and environmental groups. But some of the largest water players in the state remain supportive of the Steinberg measure. The fact that both water agencies, among the most powerful political players in state water issues, back the bill reflects their belief that the legislation assists them in their ultimate goal. The bill provides "a clear path to conveyance," said lobbyist Ed Manning, representing Westlands Water District. "It's a heck of a lot better than the status quo."

The bill itself does not contain language explicitly authorizing the Peripheral Canal, nor does it contain any of three above-ground storage projects associated with the negotiations - Temperance Flat near Fresno and Sites in Colusa County, and raising the level at Los Vaqueros Reservoir in Contra Costa County.

But analyses by MWD and Westlands suggest that language deep in the 116-page bill helps expedite development of the canal over time - a project already authorized in state law. The state has begun studying the environmental impacts of canal, although it has not settled on whether the channel should go through or around the delta.

The above-ground storage issues are expected to be addressed in the bond proposal.

The canal is a flashpoint in the debate over California water policy. The multibillion-dollar canal - rejected by voters in 1982 - would move water from the Sacramento River around the delta and into the California Aqueduct. One goal is to get more water to the south without having huge pumps pull it out of the delta, an action that damages the fisheries and has drawn court rulings. Opponents believe the canal could choke off water to the delta, worsening the environmental hazard.

The governance of the delta.

Steinberg has proposed a top-to-bottom overhaul of the management of the delta by setting up a new panel to decide critical policy, expand the power of California's water-use enforcers and create the position of Delta Watermaster to ride herd over the delta protections. It establishes a policy that is protecting the environment and assuring reliable water supplies are of equal importance - a finding that is a departure from the past.

It would set up an independent scientific panel to examine the delta's needs. It includes fines of up to \$5,000 per day for illegal diversions of water. It authorizes the State Water Resources Control Board to initiate investigations on its own, rather than in response to complaints, and it requires the state to put into effect an aggressive groundwater management program.

The legislation would repeal the California Bay-Delta Authority Act, currently the principal statute governing the delta, and shifts key authority to a seven-member Delta Stewardship Council that would decide delta policy. The Council would be an independent state agency and have authority over delta development.

The council also would have a say-so over the Peripheral Canal, a regulatory hurdle that does not exist in current law. But the council also would be required to follow the proposed statute, which says delta policy "should improve the water conveyance system and expand statewide water storage" and provide a "reliable water supply."

The bill also contains stringent conservation and groundwater management programs, details how delta-area local governments will participate in the management of the delta. It includes conservation requiring a per capita, 20 percent cut in water use by 2020. The water districts' participation in the program is voluntary, although districts face losses in funding if they don't participate.

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Water: Senate OKs bonds, delta governance

By **Capitol Weekly Staff** | 11/03/09 12:00 AM PST

Two key pieces in an ambitious plan to overhaul California's troubled water-delivery system were approved late Monday in the Senate, and the remainder of the package - delayed once on the floor - faced new votes on Tuesday.

The 40-member Senate approved borrowing \$9.9 billion to finance water projects, pending the approval of voters. The house also approved a hard-fought proposal to dramatically change the way the heart of the state's water system, the Sacramento-San Joaquin River Delta, is governed and developed. The plan includes a new, seven-member council - four members would be gubernatorial appointees - to decide delta water policy.

The actions followed months of negotiations between an array of interests that have roiled California's water politics for years - farmers, environmentalists, organized labor, builders, public water agencies, fiscal conservatives, delta activists and more.

The bills do not contain authorization for a Peripheral Canal or for new reservoirs - two issues that have drawn intense fire from environmentalists, who believe the state should be focusing more on conservation and groundwater storage.

But major supporters of the bills, including the Metropolitan Water District of Southern California and the Westlands Water District in the Central Valley, both believe the legislation will help pave the way for the canal.

One version of the proposed canal would take water from the Sacramento River near Hood and send it along the edge of the delta toward the California Aqueduct. The goal of the canal is to get water into the aqueduct and move it southward without pumping it directly from the delta. Traditionally, the huge pumps have drawn water from the delta, disturbing wildlife and degrading the fragile delta habitat.

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THE SACRAMENTO BEE sacbee.com

Lawmakers predict water package passage today

By Steve Wiegand
swiegand@sacbee.com

Published Tuesday, Nov 3, 2009 - 7:52 am

California lawmakers waded part of the way late Monday through a landmark set of proposals to revive the state's creaking water system, and legislative leaders predicted they would finish the job today.

Before adjourning shortly after midnight, the state Senate approved bills that would change the way the Sacramento-San Joaquin River Delta is managed; set ambitious new statewide goals for water conservation, and ask voters next year to approve a \$9.99 billion bond package that would pay for water-related projects ranging from dams to recycling.

Two other bills, which would require local water agencies to monitor underground water levels and increase penalties for illegal water diversions, fell just short of approval.

Except for the bond measure, all of the bills are "co-joined," which means they all must be approved for any of them to take effect. But Senate President Darrell Steinberg, D-Sacramento, predicted he would have the votes today to push them through.

"It's going to work out," he said. "I'm confident we will have the votes. This is a package. There's something in it for every stakeholder that's been involved in the water battles for decades. And we're not going to begin prying it apart."

The Assembly spent Monday afternoon and evening doing nothing, while waiting for the Senate bills to move. After senators adjourned, Speaker Karen Bass, D-L.A., decided to wait until this morning to begin taking up parts of the package.

"We'll stay here until we're finished," Bass said. "I'm very optimistic. ... I don't think anything is going to change people's votes over the next nine hours."

The Assembly version of the bond proposal was expected to be as much as \$1 billion over the \$9.99 billion approved by the Senate. But Steinberg said he believed senators "would be open" to considering the larger amount even though some had questioned whether the financially strapped state should be borrowing so heavily.

Proponents of the plan had pushed for a quick approval - once months of tortuous negotiations among farmers, environmentalists, water agencies, business interests and others had concluded. The fear was that the longer the package was debated, the more likely it was to be picked apart.

If it is approved, supporters said it would constitute the most significant reform in 50 years of how California stores, delivers and manages its water supply.

"The state Senate has passed legislation tonight that was decades in the making," Steinberg told reporters. "Between the Delta bill, which will finally provide a coherent structure of government to address the failing ecosystem of the Delta, to the bond, to the conservation bill, this was a tremendous night."

Not everyone was as sanguine about the evening's events, and the dissatisfaction cut across party lines.

Sen. Lois Wolk, a Davis Democrat, characterized the bill creating a new Delta governing council as a thinly disguised attempt to foster construction of a controversial canal through the region, which, she said, would be "the equivalent of a 100-lane freeway."

"This makes it clear you intend to take the building of a peripheral canal out of the hands of the public," she said.

Sen. Dave Cox, a Fair Oaks Republican, objected to provisions in the conservation bill that he said threatened to usurp the Sacramento region's rights to water from the Sacramento River, in favor of the thirsty and populous southern reaches of the state.

"We're not talking about your water," he said. "We're talking about our water."

But other lawmakers argued that when it comes to water, the importance of the issue should transcend the partisan rancor and regional spats that dominate so much of Capitol discourse.

"Our state is dying a slow death from dehydration," said Sen. Abel Maldonado, R-Santa Maria. "This isn't about Democrats and it isn't about Republicans, and this isn't about the northern part of California or the southern part. This is about the people of California who need water. And that's everybody."

About Comments

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aunt_bea84 wrote on 11/03/2009 08:48:44 AM:

"Our state is dying a slow death from dehydration," said Sen. Abel Maldonado, R-Santa Maria. "This isn't about Democrats and it isn't about Republicans, and this isn't about the northern part of California or the southern part. This is about the people of California who need water. And that's everybody."

Uh, actually, it is Nor Cal's water. If you're dying a 'slow death from dehydration' because you LIVE IN A DESERT without water, then MOVE!

Recommend (1)

Report abuse



C/CAG AGENDA REPORT

Date: November 12, 2009
To: C/CAG Board of Directors
From: Kim Springer, County Staff to C/CAG
Subject: Update on San Mateo County Energy Watch Partnership with PG&E
(For further information contact Kim Springer at 599-1412 or Richard Napier at 599-1420)

RECOMMENDATION

Informational update on San Mateo County Energy Watch (SMCEW) progress through September 2009.

FISCAL IMPACT

None

BACKGROUND/DISCUSSION

The SMCEW partnership with PG&E began on January 1, 2009 under a bridge period contract per the California Public Utilities Commission (CPUC). Recently, the CPUC adopted the Proposed Decision that includes the SMCEW. This CPUC decision establishes a new program cycle from January 1, 2010 through December 31, 2012. C/CAG staff has been negotiating with PG&E on this new program cycle contract.

The 2009 SMCEW program has been operating in a limited, bridge period funding agreement with PG&E and will finish its cycle on December 31, 2009.

SMCEW has continued to accomplish energy savings in a variety of cities in San Mateo County in both its municipal and commercial program sectors. As intentionally planned, the low to moderate income, residential program under the SMCEW will not begin until the 2010-2012 program cycle.

The commercial SMCEW program, to date, has accomplished approximately 1.6 Mega Watts of energy savings, which is 112% of our target line of saving for the end of August in the commercial program. In that time, SMCEW has delivered \$125,343, or 74% of the expected rebates to customers for these energy savings. This yields a figure of 8 cents per Kilowatt hour expended by the program budget for energy savings as opposed to 12 cents per Kilowatt hour, which is 66% of expected. The bottom line: we are delivering more energy savings at a lower cost to the program than what we targeted in order to satisfy our cost effectiveness goals to PG&E on the commercial program.

The commercial program has serviced 64 businesses in the cities of Belmont, Brisbane, Burlingame, Daly City, Foster City, Half Moon Bay, Menlo Park, Millbrae, the County,

ITEM 7.2.1

Redwood City, San Bruno, San Carlos, San Mateo and South San Francisco. The program intends complete commercial projects in all cities in San Mateo County by the end of the program cycle.

The municipal program has progressed as expected, with numerous meetings with staff from most cities in San Mateo County. These include: Belmont, Brisbane, Burlingame, Daly City, Foster City, Hillsborough, Menlo Park, Millbrae, Redwood City, San Carlos, San Mateo, County of San Mateo and South San Francisco. The program intends complete municipal projects in all cities in San Mateo County by the end of the program cycle.

A few municipal projects have been completed to date, including: lighting retrofit at Brisbane Marina, Vending Misers at various Daly City facilities, a lighting retrofit an occupancy sensors installation at a County facilities. A lighting retrofit will soon be completed at the Jefferson Street Garage in Redwood City. Many more are in queue.

Please refer to the attachment to view the results of these efforts.

Any projects in queue from either the commercial program or the municipal program on December 31, 2009 will carry forward into the 2010-2012 program cycle.

ATTACHMENT

SMCEW September 2009 Performance to Date/Forecast

2009 Performance to Date / Forecast

(as of 9/17/09)



kWh	ACTUALS			Actual PTD	FORECAST		TOTALS
	Jan-Mar	Apr-July	Aug		Sept	Oct-Dec	
Goals	520,200	643,075	149,730	1,413,427	135,159	113,545	2,120,140
Actuals/Forecast	674,278	697,213	208,015	1,579,506	200,000	200,000	2,254,506

Year To-Date Performance
112%

Higher % is better

Rebate	ACTUALS			Actual PTD	FORECAST		TOTALS
	Jan-Mar	Apr-July	Aug		Sept	Oct-Dec	
Goals	\$ 65,268	\$ 98,168	\$ 29,346	\$ 169,611	\$ 32,268	\$ 35,024	\$ 254,416
Actuals/Forecast	\$ 48,538	\$ 59,148	\$ 17,657	\$ 125,343	\$ 24,000	\$ 26,000	\$ 211,093

Year To-Date Performance
74%

Lower % is better

\$ / kWh	ACTUALS			Actual PTD	FORECAST		TOTALS
	Jan-Mar	Apr-July	Aug		Sept	Oct-Dec	
Goals	\$0.13	\$0.15	\$0.20	\$0.12	\$0.24	\$0.31	\$0.12
Actuals/Forecast	\$0.07	\$0.09	\$0.08	\$0.08	\$0.12	\$0.13	\$0.09

Year To-Date Performance
66%

Lower % is better

kWh is the annual kilowatt-hour energy savings to customers.

Rebate is the amount of incentive funds used to help defray costs of energy-efficiency projects in the form of instant rebates.

\$/kWh is the rebate amount divided by the total kWh. \$0.12 per kWh is the cost-effectiveness target for the program.



San Mateo County Energy Watch - a partnership between PG&E, C/CAG, and Ecology Action



C/CAG AGENDA REPORT

Date: November 12, 2009

To: C/CAG Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 09-55 authorizing the C/CAG Chair to execute an Agreement between C/CAG and PG&E for the 2010 through 2012 program cycle of the San Mateo County Energy Watch (SMCEW) for up to \$5 Million dollars.

(For further information please contact Richard Napier at 650-599-1420)

Recommendation:

Review and approve Resolution 09-55 authorizing the C/CAG Chair to execute an Agreement between C/CAG and PG&E for the 2010 through 2012 program cycle of the San Mateo County Energy Watch (SMCEW) for up to \$5 Million dollars, per staff recommendation.

Fiscal Impact:

Total cost of program is \$3.5M (up to \$5M) with no net cost to C/CAG. All costs for this program are funded by Public Goods Charges under the auspices of the California Public Utilities Commission (CPUC) through PG&E. C/CAG adopted an Agreement, December 9, 2008, with the County of San Mateo to manage and staff the SMCEW. The County invoices C/CAG for work performed by its staff and contractors, C/CAG invoices PG&E for these costs, PG&E pays C/CAG for work performed, and C/CAG pays the County. Funding essentially “passes through” C/CAG to pay for the staff and contractor cost of this program.

Background/ Discussion:

The C/CAG Board adopted resolution 08-46 at its October 2008 meeting authorizing the C/CAG Chair to execute an Agreement between C/CAG and Pacific Gas & Electric (PG&E), establishing a new Local Government Partnership (LGP); the SMCEW. This Agreement was for “bridge period” funding while the CPUC and PG&E negotiated filings in anticipation of adoption of a Proposed Decision on the part on the CPUC for a 2009 through 2010 program cycle.

Recently, a final decision between PG&E and the CPUC, including Local Government Partnerships, and therefore the SMCEW, established a new contract period from 2010 – 2012, leaving the 2009 program year as a “stand alone” bridge funding period of the program. The CPUC and PG&E process has worked to C/CAG and San Mateo County’s advantage as the original proposal was for three years and the Proposed Decision has essentially extended our participation in the program from three to four years, from 2009 through 2012.

ITEM 7.2.2

This resolution authorizes the C/CAG Chair to execute an Agreement between C/CAG and PG&E for the new 2010 through 2012 program cycle of the San Mateo County Energy Watch. This resolution will further authorize the C/CAG Executive Director, staff and C/CAG Counsel to complete minor changes in the contract during the completion of contract negotiations.

Contract Changes:

This new, 2010 through 2012, is very similar to the aforementioned 2009 through 2011 contract that was signed by the C/CAG Chair in October of 2008. Some limitations have been placed on the types of businesses the program can serve without prior approval of the PG&E Program Manager to the SMCEW. Other changes include a small (3%) program budget reduction and some addition requirements to coordinate SMCEW efforts with existing PG&E coordinated programs.

Attachments:

Resolution 09-55
2010-2012 PG&E Contract, including General Conditions and Specific Conditions

RESOLUTION NO. 09-55

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND PG&E FOR THE 2010 THROUGH 2012 PROGRAM CYCLE OF THE SAN MATEO COUNTY ENERGY WATCH FOR UP TO \$5 MILLION DOLLARS

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

WHEREAS, The C/CAG Board adopted resolution 08-46 at its October 2008 meeting authorizing the C/CAG Chair to execute an Agreement between C/CAG and Pacific Gas & Electric (PG&E) for a 2009-2010 program cycle of the San Mateo County Energy Watch; and

WHEREAS, the CPUC has adopted a proposed decision to establish a new 2010-2012 program cycle of funding for the San Mateo County Energy Watch, leaving the 2009 program year as a stand alone, bridge funded year; and

WHEREAS, both the County and C/CAG wish to continue to provide energy efficiency programs for municipalities, businesses and residents in San Mateo County under the San Mateo County Energy Watch program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an Agreement between C/CAG and PG&E for the 2010 through 2012 program cycle of the San Mateo County Energy Watch and that the Executive Director, Staff and Counsel are authorized to make minor changes to said Agreement during completion of negotiations.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair

C/CAG AGENDA REPORT

Date: November 12, 2009

To: C/CAG Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 09-56 authorizing the C/CAG Chair to execute Amendment Number One to extend the contract period one year and three months in an Agreement between C/CAG and the County of San Mateo for Management and Staffing of the San Mateo County Energy Watch.

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

Recommendation:

Review and approve Resolution 09-56 authorizing the C/CAG Chair to execute Amendment Number One to extend the contract period one year and three months in an Agreement between C/CAG and the County of San Mateo for Management and Staffing of the San Mateo County Energy Watch, in accordance with staff recommendations.

Fiscal Impact:

None, since this resolution only extends the date of the agreement between C/CAG and the County of San Mateo.

Background/ Discussion:

The C/CAG Board adopted resolution 08-46 at its October 2008 meeting authorizing the C/CAG Chair to execute an Agreement between C/CAG and Pacific Gas & Electric (PG&E), establishing a new Local Government Partnership (LGP), San Mateo County Energy Watch (SMCEW).

On December 9, 2008, C/CAG and the County of San Mateo entered in to an Agreement for the County of San Mateo to manage and staff the San Mateo County Energy Watch.

Recently, a final decision between PG&E and the California Public Utilities Commission (CPUC), including Local Government Partnerships, and therefore the SMCEW, established a new contract period from 2010 – 2012.

This resolution amends the contract period in the Agreement between C/CAG and the County of San Mateo to align with the new 2010 - 2012 program cycle. C/CAG Counsel has reviewed the proposed amendment.

Attachments:

Resolution 09-56
Amendment Number One to Agreement between C/CAG and County of San Mateo

ITEM 7.2.3

RESOLUTION NO. 09-56

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 NUMBER ONE TO EXTEND THE CONTRACT PERIOD ONE YEAR AND THREE MONTHS IN AN AGREEMENT BETWEEN C/CAG AND THE COUNTY OF SAN MATEO FOR MANAGEMENT AND STAFFING OF THE SAN MATEO COUNTY ENERGY WATCH

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

WHEREAS, C/CAG and the County of San Mateo entered into an Agreement for Management and Staffing of the San Mateo County Energy Watch on December 9, 2008; and

WHEREAS, the CPUC and PG&E have decided to establish a new program cycle

WHEREAS, both parties wish to amend the existing agreement to extend the termination date of the Agreement from December 31, 2011 to March 31, 2013;

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 a first amendment to extend the contract period of an agreement between C/CAG and the County of San Mateo for management and staffing of the San Mateo County Energy Watch.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009.

Thomas M. Kasten, Chair

AMENDMENT NO. 1
CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG)
AND
COUNTY OF SAN MATEO
FOR STAFF SERVICES FOR THE SAN MATEO COUNTY ENERGY WATCH

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") and the County of San Mateo (hereinafter referred to as "COUNTY") entered into an Agreement for STAFF SERVICES FOR THE SAN MATEO COUNTY ENERGY WATCH (the "Original Agreement"); and,

WHEREAS, the parties wish to amend the Original Agreement to extend the termination date of the Agreement from December 31, 2011 to March 31, 2013; and,

IT IS HEREBY AGREED by C/CAG and COUNTY that the Original Agreement is hereby revised and amended as follows:

1. Section 5, Contract Term, is revised to read as follows:

Contract Term. This Agreement shall be in effect as of October 9, 2008 and shall terminate on March 31, 2013; provided, however, either party may terminate this Agreement at any time for any reason by providing 30 days' notice to the other party. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

2. Except as specified herein, the provisions of the Original Agreement shall remain in full force and effect.

3. This Amendment No. 1 shall take effect upon signature by all parties.

COUNTY OF SAN MATEO

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO COUNTY

By: _____
James C. Porter, Director of Public Works

By: _____
Thomas M. Kasten, C/CAG Chair

Date: _____

Date: _____

By: _____
Counsel for OTHER PARTY

By: _____
Counsel for C/CAG

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) AND THE
COUNTY OF SAN MATEO TO PROVIDE STAFF SERVICES FOR THE SAN
MATEO COUNTY ENERGY WATCH**

This Agreement entered this ____ Day of ____ 2008, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the COUNTY OF SAN MATEO, hereinafter referred to as "COUNTY."

W I T N E S S E T H

WHEREAS, C/CAG is committed to working with Pacific Gas and Electric (PG&E) and the County to establish a San Mateo County Energy Watch; and

WHEREAS, C/CAG and the COUNTY are committed to a joint and equal partnership with PG&E for the Local Government Partnership, the San Mateo Energy Watch; and

WHEREAS, C/CAG, desires to obtain services from the COUNTY for the COUNTY to serve as the primary staff support function for the San Mateo County Energy Watch; and

WHEREAS, the COUNTY is committed to providing staff services for Green activities including the San Mateo Energy Watch; and

WHEREAS, C/CAG will execute, or has executed, a Local Government Partnership contract with PG&E to implement the San Mateo Energy Watch;

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

1. **Services to be provided by COUNTY.** The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Eligible costs constitute those that are deemed eligible for reimbursement by PG&E. Payments shall be made within 30 days after receipt from the County and approval of monthly invoices from PG&E. Alternatively cost reimbursement for some COUNTY costs may come directly from PG&E. Under this contract C/CAG will not provide any cost reimbursement beyond that authorized and paid for by PG&E. Any C/CAG reimbursement of ineligible costs must be addressed in a separate agreement between the parties. It is estimated that the total cost reimbursement thru December 31, 2011 will be approximately \$750,000.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** COUNTY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of October 9, 2008 and shall terminate on December 31, 2011; provided, however, either party may terminate this Agreement at any time for any reason by providing 30 days' notice to the other party. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.
6. **Hold Harmless/ Indemnity.** COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement. C/CAG shall defend, indemnify and save harmless COUNTY and its supervisors, agents and officers from all claims, suits, damages or actions arising from C/CAG's 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. **Workers' Compensation Coverage.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with limits of not less than five million dollars (\$5,000,000) shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.
8. **Liability Insurance.** COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, 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 COUNTY or by any subcontractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code.

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

9. **Non-discrimination.** COUNTY and its subcontractors performing the services on behalf of the COUNTY shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
10. **Accessibility of Services to Disabled Persons.** COUNTY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

11. **Substitutions.** If particular people are identified in Exhibit A as working on this Agreement, COUNTY 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.

12. **Joint Property.** As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.

13. **Access to Records.** COUNTY shall retain, for a period of no less than five years, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide C/CAG, its member agencies, and or their auditors with access to said books and records.

COUNTY shall maintain all required records for five years after C/CAG makes final payments.

14. **Merger Clause.** This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

15. **Amendments.** Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the C/CAG Executive Director or a designated representative, and the County of San Mateo or a designated representative. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

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

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

County of San Mateo

By: _____
Adrienne Tissier,
Board of Supervisors - President

Date

By: _____
Thomas M. Kasten
C/CAG Chair

Date

By: _____
C/CAG Legal Counsel

Date

Exhibit A

SAN MATEO COUNTY ENERGY WATCH LOCAL GOVERNMENT PARTNERSHIP SERVICES TO BE PROVIDED

- 1.0 Introduction - The City/ County Association of Governments (C/CAG) is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to establish a San Mateo County Energy Watch, a local government partnership between C/CAG, the County and PG&E to provide public goods funds managed by the California Public Utilities Commission for Energy Efficiency projects in San Mateo County. The County of San Mateo ("County") will serve as the primary staff support function for C/CAG.
- 2.0 C/CAG - PG&E Contract - C/CAG has executed General Conditions and Specific Conditions with Scope of Work with PG&E for the San Mateo County Energy Watch (the "C/CAG-PG&E Contract"). The C/CAG-PG&E Contract has been read and reviewed by the County and specifies the tasks that are to be performed by C/CAG (and in many cases how it is to be done). The tasks so described in the C/CAG-PG&E Contract are the Services to be provided by the County of San Mateo pursuant to this agreement. A copy of the C/CAG-PG&E Contract is attached hereto as Exhibit B.
- 3.0 Partnership - This effort is a partnership between the City / County Association of Governments (C/CAG) and the County of San Mateo as the Local Government Partner and PG&E. It is recognized that a good faith effort has been made to address the terms, conditions and scope of work. Since this is a partnership it is likely there will be further changes on the terms, conditions and scope of work. C/CAG and the County of San Mateo as the LGP and PG&E agree to work in good faith to address these issues as they develop.
- 4.0 Management Oversight - San Mateo County shall provide reporting, information, and meetings with C/CAG staff as necessary to make certain that the San Mateo County Energy Watch is properly and effectively implemented.
- 5.0 Power of C/CAG Representation - The individual designated by the County as its Project Manager for the services to be provided herein is granted the authority to represent C/CAG and the Local Government Partnership relative to the implementation of the San Mateo Energy Watch. However, changes to the Scope of Work under the C/CAG-PG&E Contract must be approved and executed by C/CAG.
- 6.0 Payments - The referenced PG&E contract identifies the tasks and associated cost reimbursement. C/CAG will submit the cost reimbursement request to PG&E for consideration. C/CAG will reimburse the County for the full amount that is approved by PG&E. Alternatively cost reimbursement for some COUNTY costs may come directly from PG&E based on an hourly rate and time worked, and for approved additional costs such as marketing materials development and printing, website design and maintenance. Under this contract C/CAG will not provide any cost reimbursement beyond that authorized and paid for by PG&E. Any C/CAG reimbursement of ineligible costs must be addressed in a separate agreement between the parties.

C/CAG AGENDA REPORT

Date: November 12, 2009

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 09-62 authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year.

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

Recommendation:

Review and approval of Resolution 09-62 authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year, in accordance with the staff recommendation.

Fiscal Impact:

\$40,000 - Can be funded within the adopted C/CAG Budget.

Source of Revenue:

C/CAG Motor Vehicle Fee.

Background/ Discussion:

The C/CAG Board adopted Resolution 07-12 on 5/10/07 to implement a Hydrogen Shuttle. The shuttle has been in service since 12/07. Key results from the shuttle include:

- 1- Greater than 80% in service time (less than 20% "down time" for repairs).
- 2- High ridership.
- 3- Fueling at VTA has been trouble free.
- 4- Detailed out reach plan implemented to provide exposure for the shuttle and C/CAG.
- 5- Cost for the two years has been significantly under the \$250,000 budget.

Clearly the technology has been proven with good reliability. The current shuttle contract ends 12/31/09. Ford Motor Company has offered to extend the term one year for \$40,000. The California Air Resources Board is considering contributing \$20,000 toward the lease which would potentially reduce C/CAG's cost to \$20,000. The current contract was for \$125,000 per **ITEM 7.3.1**

year and was paid by the California Air Resources Board. Therefore, this is a reasonable cost for extending the lease. Given that the program is operating trouble free with minimum oversight required it would be easy to accommodate an extension of one year. The reasons to consider an extension include:

- 1- Provide an almost zero emissions shuttle in San Mateo County.
- 2- Provide service between East Palo and the Palo Alto Caltrain Station.
- 3- Continue to provide high profile for C/CAG and the technology.
- 4- This would support climate protection in San Mateo County.
- 5- Would potentially be able to fuel at the SFIA Hydrogen Fueling Station.

C/CAG staff recommends that the Board commit \$40,000 maximum to extend the shuttle for one year to 12/31/10. Direct staff to work with the California Air Resources Board (CARB) to possibly provide \$20,000 in funding towards the lease.

Attachment:

Resolution 09-62

C/CAG - Hydrogen Demonstration Shuttle Report FY 2008-09 Fourth Quarter

Alternatives:

- 1- Review and approval of Resolution 09-62 authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year in accordance with the staff recommendation.
- 2- Review and approval of Resolution 09-62 authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 09-62

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE CONTRACT WITH FORD MOTOR COMPANY FOR AN AMOUNT NOT TO EXCEED \$40,000 TO CONTINUE THE LEASE OF THE FORD HYDROGEN INTERNAL COMBUSTION ENGINE (ICE) VEHICLE FOR ONE ADDITIONAL YEAR

WHEREAS, the City/County Association of Governments (C/CAG) of San Mateo County is a Joint Powers Authority created by the Cities and the County; and,

WHEREAS, C/CAG entered into contract with Ford Motor Company as recipient of the hydrogen shuttle grant for a two year lease on the shuttle and maintenance; and

WHEREAS, this lease with Ford Motor Company will expire on 12/31/09; and

WHEREAS, Ford Motor Company offered to extend the lease one year for \$40,000; and

WHEREAS, C/CAG has entered into a contract with the Santa Clara Valley Transportation Authority (SCVTA) in order to provide fuel for the shuttle; and

WHEREAS, C/CAG will need to modify the contract with the Peninsula Congestion Alliance (Alliance) for storage, management and operations of the shuttle; and

WHEREAS, the shuttle is currently in service; and

WHEREAS, the shuttle has performed well with greater than 80% in service and high ridership;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County authorizing the C/CAG Chair to execute an amendment to the contract with Ford Motor Company for an amount not to exceed \$40,000 to continue the lease of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year. Authorize the Executive Director to negotiate necessary contracts.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009

Thomas M. Kasten, Chair

C/CAG AGENDA REPORT

Date: November 12, 2009

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 09-63 authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000.

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

Recommendation:

Review and approval of Resolution 09-63 authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000, in accordance with the staff recommendation.

Fiscal Impact:

\$75,000 - Can be funded within the adopted C/CAG Budget.

Source of Revenue:

C/CAG Motor Vehicle Fee.

Background/ Discussion:

The C/CAG Board adopted Resolution 07-12 on 5/10/07 to implement a Hydrogen Shuttle. The shuttle has been in service since 12/07. Key results from the shuttle include:

- 1- Greater than 80% in service time (less than 20% "down time" for repairs).
- 2- High ridership.
- 3- Fueling at VTA has been trouble free.
- 4- Detailed out reach plan implemented to provide exposure for the shuttle and C/CAG.
- 5- Cost for the two years has been significantly under the \$250,000 budget.

Clearly the technology has been proven with good reliability. The current shuttle contract ends 12/31/09. Ford Motor Company has offered to extend the term one year for \$40,000. The California Air Resources Board is considering contributing \$20,000 toward the lease, which would potentially reduce C/CAG's cost to \$20,000. The current contract was for \$125,000 per year and was paid by the California Air Resources Board. Therefore, this is a reasonable cost for extending the lease. Given that the program is operating trouble free with minimum oversight required it would be easy to accommodate an extension of one year. The reasons to consider an extension include:

ITEM 7.3.2

- 1- Provide an almost zero emissions shuttle in San Mateo County.
- 2- Provide service between East Palo and the Palo Alto Caltrain Station.
- 3- Continue to provide high profile for C/CAG and the technology.
- 4- This would support climate protection in San Mateo County.
- 5- Would potentially be able to fuel at the SFIA Hydrogen Fueling Station.

There will be operating cost of up to \$75,000 for the additional year. The current Hydrogen Shuttle operating cost are shared between C/CAG and the Transportation Authority. There is currently no commitment from the Transportation Authority for the extensions. However, staff would work with the Transportation Authority to see if the TA would partner with C/CAG on the operating cost.

C/CAG staff recommends Board approval of Resolution 09-63 for the \$75,000 in operating cost of the hydrogen shuttle. This approval would be contingent upon approval of Resolution 09-62, which extends the hydrogen shuttle service for one year.

Attachment:

Resolution 09-63

Alternatives:

- 1- Review and approval of Resolution 09-63 authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000, in accordance with the staff recommendation.
- 2- Review and approval of Resolution 09-63 authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000, in accordance with the staff recommendation, with modifications.
- 3- No action.

RESOLUTION 09-63

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING C/CAG STAFF TO FUND THE OPERATING COST OF THE FORD HYDROGEN INTERNAL COMBUSTION ENGINE (ICE) VEHICLE FOR ONE ADDITIONAL YEAR FOR UP TO \$75,000

WHEREAS, the City/County Association of Governments (C/CAG) of San Mateo County is a Joint Powers Authority created by the Cities and the County; and,

WHEREAS, C/CAG entered into contract with Ford Motor Company as recipient of the hydrogen shuttle grant for a two year lease on the shuttle and maintenance; and

WHEREAS, this lease with Ford Motor Company will expire on 12/31/09; and

WHEREAS, the shuttle is currently in service; and,

WHEREAS, Ford Motor Company offered to extend the lease one year for \$40,000; and

WHEREAS, C/CAG has entered into a contract with the Santa Clara Valley Transportation Authority (SCVTA) in order to provide fuel for the shuttle; and

WHEREAS, C/CAG will need to modify the contract with the Peninsula Congestion Alliance (Alliance) for storage, management and operations of the shuttle; and

WHEREAS, the operating cost for extending the shuttle for one year will cost \$75,000;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County authorizing C/CAG staff to fund the operating cost of the Ford Hydrogen Internal Combustion Engine (ICE) vehicle for one additional year for up to \$75,000. Authorize the Executive Director to negotiate necessary contracts.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF NOVEMBER 2009

Thomas M. Kasten, Chair

C/CAG AGENDA REPORT

Date: November 12, 2009
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Consideration of a revision to the Bicycle and Pedestrian Advisory Committee (BPAC) Membership Policy.

(For further information please contact Tom Madalena at 650-599-1460)

RECOMMENDATION

That the C/CAG Board consider a revision to the Bicycle and Pedestrian Advisory Committee (BPAC) Membership Policy.

FISCAL IMPACT

There is no fiscal impact.

SOURCE OF FUNDS

Not applicable

BACKGROUND/DISCUSSION

The C/CAG BPAC has a Membership Policy that states that Public Members may serve a maximum of three (3) two (2) year terms on the BPAC. There have been a number of public members that have now been termed out as a result of this policy. It has been brought to staff's attention that perhaps this policy should be revisited by the Board of Directors. The concern has been that as Public Members are termed out, there is institutional knowledge that is lost along with the insight of Public Members familiar with the framework of the Transportation Development Act (TDA) bicycle and pedestrian funding administered by C/CAG in San Mateo County.

Term limits were put into place in order to increase broad public participation and to help address some issues with the BPAC at that time. This policy has worked well and addressed some of the issues that the BPAC had and has enabled the BPAC to focus on the C/CAG BPAC mission and work plan and not on bicycle advocacy.

ITEM 7.4

Two options available to the Board include: revise the policy so that public members may return to the BPAC after three terms after sitting out for a two-year (one term) period or to leave the policy as it stands.

New language to be considered:

Public members are appointed for a maximum of three (3) consecutive terms on this Committee, with each full term being two (2) years. A public member that has previously served on the Committee and has been termed out can be considered for appointment if a minimum of two years has passed since they were termed out.

ATTACHMENTS

- BPAC Membership Policy adopted on March 9, 2006

BPAC Membership Policy adopted by C/CAG Board on March 9, 2006

- For reappointment of existing members, past attendance records should be a consideration. The attendance policy should be in accordance with the adopted Board Policy which is that members are required to attend a minimum of 75% of all meetings (including regular meetings that did not achieve a quorum) in the past consecutive 12 months.
- No more than two (2) members, either elected or public, should reside in the same jurisdiction. This new requirement will only apply to new applicants to BPAC and not to existing members.
- Candidates will complete the BPAC Membership Application Form.
- Recruitment announcements should be sent to local Bicycle and Pedestrian groups.

10.0 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 5991406 or nblair@co.sanmateo.ca.us or download a copy from C/CAG's website – www.ccag.ca.gov.

- 10.1 Letter from Richard Napier, Executive Director C/CAG, to Honorable Scott Haggerty, Chair, dated 10/22/09. Re: Support for the MTC Proposal for STP/ CMAQ and ARRA Backfill of \$222M for the Freeway Performance Initiative. p. 135
- 10.2 Letter from John Langbein, Redwood City, to Deborah Gordon, Chair, dated 10/26/09. Re: San Mateo County Bicycle Map. p. 137
- 10.3 Email from Richard Napier, Executive Director C/CAG, to John Langbein, Redwood City, dated 10/27/09. Re: Letter to C/CAG. p. 139
- 10.4 Press Release from Richard Napier, Executive Director C/CAG, and John Hoang, C/CAG Staff, dated 10/22/09. Re: 2009 Roadway System Monitoring Program and Performance Measures for San Mateo County. p. 141

11.0 MEMBER COMMUNICATIONS

12.0 ADJOURN

Next scheduled meeting: December 10, 2009 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

- November 12, 2009 Legislative Committee - SamTrans 2nd Floor Auditorium - canceled.
- November 12, 2009 C/CAG Board - SamTrans 2nd Floor Auditorium - 7:00 p.m.
- November 17, 2009 NPDES Technical Advisory Committee - TBD - cancelled.
- November 19, 2009 CMP Technical Advisory Committee - SamTrans 2nd Floor Auditorium - 1:15 p.m.
- November 19, 2009 Resource Management and Climate Protection Committee - 555 County Center, Redwood City, CA - 3:00 p.m.
- November 23, 2009 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
- November 30, 2009 Administrators' Advisory Committee - 555 County Center, 5th Fl, Redwood City - Noon

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

*ton • 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*

October 22, 2009

Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607

Attention: The Honorable Scott Haggerty, Chair

Subject: Support for the MTC proposal for STP/ CMAQ and ARRA Backfill of \$222M
for the Freeway Performance Initiative

Dear Chairman Haggerty;

The City/ County Association of Governments of San Mateo County (C/CAG) is the Congestion Management Agency for San Mateo County and is responsible for programming the San Mateo County discretionary State and Federal Transportation funds and coordinating these with the Local Sales Tax Measure Strategic Plan.

C/CAG is a strong supporter of establishing a high priority for Intelligent Transportation System (ITS) solutions, since ITS can be implemented much faster with the highest return on investment of any transportation solution. Therefore, C/CAG strongly supports the MTC staff proposal for \$222M of ARRA Backfill and STP/ CMAQ funding for the Freeway Performance Initiative (FPI). Key justification for this support is as follows.

- 1- ITS solutions have the highest return on investment and should be a priority for funding.
- 2- Ramp metering is a proven effective solution and should be expanded as proposed in the Freeway Performance Initiative.
- 3- It takes much less time to implement ITS solutions.
- 4- FPI projects will provide improved operations of the freeway with a resulting pollution and climate benefit.
- 5- Don't take funds from FPI to put on a program with a lower return on investment.

Given that FPI has the highest cost effectiveness this should be the last program that funds are reduced to address other needs. Therefore, it is requested that the Metropolitan Transportation Commission (MTC) approve the MTC Staff recommendation to provide \$222M for the Freeway Performance Initiative from STP/ CMAQ and the ARRA Backfill. Your consideration of this request is appreciated. If there are any questions please contact Richard Napier at 650 599-1420.

ITEM 10.1

Sincerely,

Richard Napier

Richard Napier
Executive Director
City/ County Association of Governments

cc: Programming and Allocations Committee
 Sue Lempert - MTC Representative
 Adrienne Tissier - MTC Representative

John Langbein
152 Oakfield Ave.
Redwood City, CA 94061
john_langbein@yahoo.com

October 26, 2009

Deborah Gordon, Chair
C/CAG, City/County Association of Governments
555 County Office Building
Fifth Floor
Redwood City, CA 94063

Re: New bicycle map of San Mateo County

Dear Chairperson Gordon,

I have received a copy of the revised bicycle map of San Mateo County that was recently produced by the C/CAG Bicycle and Pedestrian Advisory Committee with input by the County and cities within it. I find that the map is easy to read and has a wealth of information.

However, I am distressed to see a number of errors on the map. There are several cases of mislabeled bike routes, routes mapped on non-existent trails, and places where more information should be given. Consequently, if an individual has no prior knowledge of a particular route when planning a local bike trip, the person could be grossly misled and, at worst, encounter a potentially dangerous situation because the map was not accurate.

As examples, I list three different problems that I saw on the new map for the area near where I live. For comparison, I will give the information provided on the older "Barclay's" Map.

- Woodside Road between the Alameda de las Pulgas and RT 101 is listed as "Additional cyclist suggested route". Although I would certainly like to see some improvements to Woodside RD to better accommodate cyclists, it should be labeled as "less preferred", as that section of Woodside RD can be very congested and is suitable only for those who are willing and able to ride in heavy, fast traffic. The older map lists Woodside as "less preferred".
- The new map shows a route just north of East Bayshore in Redwood City linking Woodside Rd to Marsh RD in Menlo Park. A few weeks ago, I tried to find this route. At the Menlo Park end, near Bayfront Park, I found a locked gate to a levee that led into the Cargill salt works. At the Redwood City end, I found only wetlands from a salt pond. Consequently, this is a non-existent route. The old map shows no such route.
- The new map shows a route using the bridge over Redwood Creek east of RT 101 and connecting Uccelli RD with Maple. Unfortunately, although the bridge was built with public money, access to the bridge crosses private land. Fortunately, that owner has not restricted access, but nonetheless the route is less than ideal because of its ownership and, at times, it can be impassible from heavy rains turning the access into a muddy field. This situation should be stated on the map with the comment "informal access across dirt field and impassible in wet weather". The old map did not include the route over the bridge since at the time of the map's publication, the bike path located just northeast of RT101 connecting San Carlos Airport to Whipple did not exist; the bridge provided no connections then.

ITEM 10.2

Other problems on the map exist and are not just limited to Redwood City. Currently, I have collected numerous comments on map errors from others through the Silicon Valley Bicycle Coalition. I would like to turn over our comments to Spindler Cartography so that they can update the digital map that is available on the Web. This should happen soon in order to provide users with an accurate bike map of the County.

C/CAG kindly provided me a copy of its contract Spindler Cartography. The contract has a provision for a second printing that would need to be exercised by March 2010. Key to that provision is that Spindler Cartography will provide edits at no cost. With less than 6 months remaining in the contract, now is the time provide Spindler with our revisions. Given that C/CAG still has most of the copies of the paper map from the original order, and, as of yet, has not identified a mechanism to distribute these maps, it would seem unlikely that \$5849 will be spent to print 10,000 more copies of the paper map. However, updating the electronic map and posting it on the C/CAG website is probably a no-cost option which should be acted on soon. In addition, since most of the edits that I have are corrections, I do not see any need to have the cities and County review the changes.

Sincerely

John Langbein

cc: Richard Napier and Tom Madalena, C/CAG staff
Matt Grocott, Chairperson, BPAC


Richard Napier - Re: Letter to C/CAG

From: Richard Napier
To: John Langbein
Date: 10/27/2009 1:05 PM
Subject: Re: Letter to C/CAG
CC: netsakt@comcast.net; Richard Napier; Sandy Wong; Tom Madalena

Thank you for the comments on the bike map. We relied heavily on the bike activists and the Cities/ County for determining what went on the map. All inputs were reviewed and approved by the cities/ county. We also did a check of the map based on the input received. It is recognized that the map may have some errors. All changes to the map must also be reviewed and approved by the respective cities. We do not have the resources to make ongoing and continual changes to the map. Therefore, we will collect the changes and at an appropriate time in the future update the map. Since this is a C/CAG Contract, Steve Spindler will not be authorized to make any changes (even electronically) except those directed by C/CAG staff. We are using our current limited resources to create a Bicycle and Pedestrian Plan.

Thank you,

John Langbein

 Save Paper. Think Before You Print.

ITEM 10.3

PRESS RELEASE
For Immediate Release
(October 22, 2009)

Contact: Richard Napier, Executive Director – 650 599-1420
City/County Association of Governments (C/CAG) of San Mateo County

**2009 ROADWAY SYSTEM MONITORING PROGRAM AND
PERFORMANCE MEASURES FOR SAN MATEO COUNTY**

Redwood City, Calif. - The City/County Association of Governments (C/CAG) of San Mateo County, representing all twenty cities plus the County, recently completed work to monitor roadway traffic level of service (LOS) and conduct travel time surveys for autos, rails, and bus routes for 2009. The biennial report, which is part of the Congestion Management Program (CMP) update, evaluates transportation system performance measurements against established baseline standards and past results to document changes to the transportation network in San Mateo County.

The CMP roadway network is made up of 53 roadway segments and 16 intersections. The monitoring results indicate that two roadway segments exceeded their LOS Standard. The segments are located on State Route 1 from the San Francisco County line to Linda Mar Blvd. and on State Route 83 from US 101 to Willow Road. All 16 intersections are in compliance.

----- More-----

ITEM 10.4

Travel time for both autos and transit are measured during peak morning and afternoon periods. Travel times for autos on US 101 between the County line, when compared to 2007 figures, decreased by up to seven minutes in the southbound direction and increased by up to four minutes in the northbound direction. Implementation of ramp metering continues to improve traffic congestion and directly contributes to the improved travel times in the southbound direction.

Travel times for bus and passenger rail modes were estimated based on SamTrans and Caltrain published schedules for travel between the County lines during peak commute periods. Travel times for Caltrain service decreased by up to four minutes and SamTrans travel time have increased by up to eight minutes as compared to 2007 figures. The data indicates that total annual and daily ridership for SamTrans, Caltrain, and BART has increased when compared to 2007 levels.

#####

Press Release Contact:
Richard Napier, Executive Director
City/County Association of Governments of San Mateo County
650 599-1420

Additional Press Release Contact:
John Hoang
C/CAG staff
650 363-4105