

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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BOARD MEETING NOTICE

Meeting No. 197

- DATE:** Thursday, December 13, 2007
- 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

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.
- 3.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS
- 3.1 Review and approval of Resolutions of appreciation.
- 3.1.1 Review and approval of Resolution 07-53 expressing appreciation to Honorable Ira Ruskin for sponsoring and obtaining legislative approval of AB 468 Abandoned Vehicle Abatement Program. ACTION p. 1
- 3.1.2 Review and approval of Resolution 07-31 expressing appreciation to Marc Hershman for his dedicated service to C/CAG on the Board of Directors and Bicycle and Pedestrian Advisory Committee. ACTION p. 5
- 3.1.3 Review and approval of Resolution 07-54 expressing appreciation to Linda Larson for her dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee. ACTION p. 9

- 3.1.4 Review and approval of Resolution 07-55 expressing appreciation to Tom Davids for his dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee. ACTION p. 13
- 3.1.5 Review and approval of Resolution 07-56 expressing appreciation to Phil Mathewson for his dedicated service to the C/CAG Board of Directors. ACTION p. 17
- 3.2 Presentations.
- 3.2.1 Presentation of award of appreciation to Honorable Ira Ruskin for AB 468.
- 3.2.2 Presentation of awards of appreciation.
- 3.3 Announcements.
- 4.0 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.*
- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 196 dated November 8, 2007. ACTION p. 21
- 4.2 Review and approval of Resolution 07-46 authorizing the C/CAG Chair to Execute an eighteen-month extension to the City of Brisbane's Contract to provide Coordinator Services to the San Mateo Countywide Water Pollution Prevention Program for a Cost Not to Exceed \$90,000. ACTION p. 27
- 4.3 Review and approval of Resolution 07-49 approving the Call for Projects for the San Mateo Countywide Water Pollution Prevention Program's Sustainable, Green Streets and Parking Lots Grant Program. ACTION p. 33
- 4.4 Review and approval of Resolution 07-47 authorizing the filing of an application for \$10,000,000 in funding from the 2008 Regional Transportation Improvement Program (RTIP) for the San Mateo County Smart Corridor project. ACTION p. 59
- 4.5 Review and approval of Resolution 07-44 authorizing the filing of an application for \$269,000 Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) funding for Ramp Metering study. ACTION p. 63
- 4.6 Review and approval of Resolution 07-48 for C/CAG to co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program. ACTION p. 67
- 4.7 Review and approval of \$2,000 to the City of Redwood City for a Grand Boulevard (El Camino Real Corridor) Focused Workshop. ACTION p. 71
- 4.8 Review and approval of Resolution 07-60 authorizing implementation management of the Parks for the Future Measure if approved by the voters. ACTION p. 73

- 4.9 Review and approval of Resolution 07-51 authorizing the C/CAG Chair to execute an amendment to the agreement with Kimley Horne and Associates for 2020 Gateway Study professional services for an additional \$40,700 for a total of \$ 589,700. ACTION p. 89
- 4.10 Review and approval of Resolution 07-57 authorizing the C/CAG Chair to execute an agreement with Towne Ford for regular service and maintenance of the Ford Hydrogen Shuttle to \$10,000. ACTION p. 95
- 4.11 Status report and update on the Hydrogen Shuttle Operations. ACTION p. 115
- 4.12 Review and approval of Resolution 07-58 authorizing the C/CAG Chair to execute the AB 1546 Intelligent Transportation System funding agreements (11) for a total of \$1,244,000. ACTION p. 123
- 4.13 Review and approval of Resolution 07-59 authorizing the C/CAG Executive Director to negotiate a Scope of Work for a study to turn on the northbound on-ramp meters along I-280 and further authorize the C/CAG Chair to execute an Amendment to the funding agreement with Fehr & Peers Associates to incorporate said Scope of Work for an additional amount not to exceed \$200,000, to a new maximum total contract amount not to exceed \$417,390. ACTION p. 149

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.

5.0 REGULAR AGENDA

- 5.1 Review and approval of C/CAG Legislative priorities, positions and Legislative update. ACTION p. 153
(A position may be taken on any legislation, including legislation not previously identified.)
- 5.2 Review and approval of Resolution 07-52 authorizing the C/CAG Chair to execute an agreement for State Legislative Advocacy professional services for a maximum amount of \$76,000. (The Legislative Committee will make a recommendation.) ACTION p. 169
- 5.3 Review and approval of Resolution 07-50 authorizing the C/CAG Chair to execute the interagency agreement between the Metropolitan Transportation Commission (MTC) and C/CAG for Transportation Planning, Programming, and Transportation/Land Use Coordination for FY 2007/08 and FY 2008/09 in an amount not to exceed \$1,090,000. ACTION p. 193
- 5.4 Review and approval of a Board position requesting that the Metropolitan Transportation Commission (MTC) to include local discretionary funding in the update of the Regional Transportation Plan (RTP) - *Transportation 2035*. ACTION p. 225
- 5.5 Review and approval of Resolution 07-61 to establish a Government Energy Baseline Incentive Program for a not to exceed of \$273,000. ACTION p. 331

6.0 COMMITTEE REPORTS

6.1 Committee Reports (oral reports).

6.2 Chairperson's Report.

7.0 EXECUTIVE DIRECTOR'S REPORT

8.0 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.

8.1 Letters from Deborah C. Gordon, Chair, C/CAG to:

- Honorable Arnold Schwarzenegger, Governor of California
- Honorable Leland Yee, State Senate District 8
- Honorable Gene Mullin, State Assembly District 19
- Honorable Fiona Ma, State Assembly District 12
- Honorable Ira Ruskin, State Assembly 21st District
- Honorable Joseph Simitian, State Senate District 11
- Ms. Leslie McGill, Association Executive Director, California Police Chiefs Association
- Honorable Pedro Nava, Chair of the Assembly Transportation Committee
- Honorable Alan Lowenthal, Chair of the Senate Housing & Transportation Committee
- Honorable Mark Leno, Chair of the Assembly Appropriations Committee
- Captain Scott Howland, California Highway Patrol
- Ms. Carrie Cornwell, Chief Consultant Senate Transportation & Housing Committee
- Mr. Steve Archibald, Principal Consultant Assembly Appropriations Committee
- Ms. Janet Dawson, Chief Consultant Assembly Transportation

dated 11/02/07. Re: Thank-you letters for support of AB 468 – Abandoned Vehicle Abatement.

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8.2 Letters from Deborah C. Gordon, Chair, C/CAG to:

- Honorable Leland Yee, State Senate District 8
- Honorable Gene Mullin, State Assembly District 19
- Honorable Fiona Ma, State Assembly District 12
- Honorable Ira Ruskin, State Assembly 21st District
- Honorable Joseph Simitian, State Senate District 11

dated 11/02/07. Re: Thank-you letters for support of SB 613 - \$4 Motor Vehicle Fee.

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8.3 Letters from Richard Napier, Executive Director C/CAG, to:

- City Managers/ County Manager
- Chamber of Commerce (San Mateo County)
- Mike Scanlon, SamTrans
- Art Pulaski, Central Labor Council
- Lennie Roberts, Committee for Green Foothills
- Randall Smith, Oracle Corporation
- Carl Guardino, SVMG
- Dan Cruey, SAMCEDA

dated 11/15/07. Re: Appreciation for Support of SB 613 - \$4 Motor Vehicle Fee in San Mateo County.

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8.4 Letter from Richard Napier, Executive Director C/CAG, to Mark Johnson, Associate Director, Jacobs Consultancy, dated 11/19/07. Re: Authorization to use Clarion Associates as a Subcontractor to Jacobs Consultancy to assist in the preparation of a Comprehensive Airport Land Use Compatibility Plan Section 160 Compatibility Plan for the Environs of San Francisco International Airport. p. 255

8.5 Letter from Richard Napier, Executive Director C/CAG, to Mark Johnson, Associate Director, Jacobs Consultancy, dated 11/19/07. Re: Notice to Proceed (NTP) on the preparation of a Comprehensive Airport Land Use Compatibility Plan/Section 160 Compatibility Plan for the Environs of San Francisco International Airport. p. 257

9.0 MEMBER COMMUNICATIONS

10.0 ADJOURN

Next scheduled meeting: January 10, 2007 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.

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

December 5, 2007	2020 Peninsula Gateway Corridor Study TAC – cancelled.
December 12, 2007	2020 Peninsula Gateway Corridor Study PAC – 4:00 p.m.
December 13, 2007	Legislative Committee – SamTrans 2 nd Floor Auditorium – 6:00 p.m.
December 13, 2007	C/CAG Board – SamTrans 2 nd Floor Auditorium – 7:00 p.m.
December 17, 2007	CMEQ Committee– San Mateo City Hall – Conference Room C – 3:00 p.m.
December 18, 2007	NPDES Technical Advisory Committee – TBD – 10:00 a.m.
December 20, 2007	CMP Technical Advisory Committee – SamTrans 2 nd Floor Auditorium – 1:15 p.m.
December 20, 2007	Utilities & Sustainability Task Force – 155 Bovet Rd., San Mateo – 2:45 p.m.
January 2, 2008	Administrators’ Advisory Committee – 555 County Center, 5 th Fl, Redwood City – Noon

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/ County Association of Governments of San Mateo County of San Mateo
From: Richard Napier, C/CAG Executive Director
Subject: **Review and Approval of Resolution 07-53 Expressing Appreciation to the Honorable Ira Ruskin for Sponsoring and Obtaining Legislative Approval of AB 468 – Abandoned Vehicle Abatement Program**

(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

Review and approve of Resolution 07-53 recognizing the Honorable Ira Ruskin for authoring, moving AB 468 bill through legislature, and getting the Governor to sign AB 468– Abandoned Vehicle Abatement Program in accordance with the staff recommendation.

FISCAL IMPACT

Protects San Mateo County’s share of the Abandoned Vehicle Abatement revenues- \$680,000 per year.

SOURCE OF FUNDS

Abandoned Vehicle Abatement

BACKGROUND/DISCUSSION

The Honorable Ira Ruskin authored the C/CAG sponsored AB 468 in the State Assembly. As a result of his leadership, commitment, and skill AB 468 - Abandoned Vehicle Abatement was approved by the legislature and was signed into law by the Governor. C/CAG Board Resolution 07-53 is to recognize the Honorable Ira Ruskin for this significant accomplishment. Without this bill, our local abatement officers would not be able to continue with this program.

ATTACHMENTS

- Resolution 07-53 of the Board of Directors of the City/County Association of Governments of San Mateo County Expressing Appreciation to the Honorable Ira Ruskin for Sponsoring and Obtaining Legislative Approval of AB 468 – Abandoned Vehicle Abatement Program

ITEM 3.1.1

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RESOLUTION 07-53

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/ COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY EXPRESSING APPRECIATION TO THE HONORABLE IRA RUSKIN FOR SPONSORING AND OBTAINING LEGISLATIVE APPROVAL OF AB 468 – ABANDONED VEHICLE ABATEMENT PROGRAM

WHEREAS, the Honorable Ira Ruskin, Assembly Member 21st District, agreed to be the author in the California State Assembly of AB 468; and

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 Service Authority for San Mateo County; and

WHEREAS, C/CAG sponsored AB 468 – State Wide Abandoned Vehicle Abatement Program; and

WHEREAS, the Honorable Ira Ruskin, Assembly Member 21st District, agreed to be the author in the California State Assembly of AB 468; and

WHEREAS, this effort resulted in AB 468 passing the Legislature; and

WHEREAS, this effort also resulted in Governor Arnold Schwarzenegger signing AB 468 into law; and

WHEREAS, AB 468 will ensure that the abandoned vehicle abatement program allow service authorities across the state with sufficient funds to implement their abandoned vehicle abatement programs;

NOW THEREFORE, BE IT RESOLVED, that the Board of Directors of the City/ County Association of Governments of San Mateo County commends the Honorable Ira Ruskin for the leadership, commitment; perseverance, and hard work as the author of AB 468. The Board would also like to congratulate and thank the Honorable Ira Ruskin for skillfully managing AB 468 such that it was approved by the Legislature and signed into law by Governor Arnold Schwarzenegger.

PASSED, APPROVED, AND ADOPTED, THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 07-31 expressing appreciation to Marc Hershman for his dedicated service to C/CAG on the Board of Directors, Bicycle and Pedestrian Advisory Committee and Legislative Committee.

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

RECOMMENDATION

That the C/CAG Board review and adopt Resolution 07-31 expressing appreciation to Marc Hershman for his dedicated service to C/CAG on the Board of Directors, Bicycle and Pedestrian Advisory Committee and Legislative Committee in accordance with staff recommendation.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Marc Hershman has served as Mayor and as a Council Member for the City of Millbrae. Marc served as a member of the C/CAG Board of Directors from 2001 through 2003 and from 2005 through 2006. He also served on the C/CAG BPAC from December of 2002 through October of 2007. Additionally, Marc served on the C/CAG Legislative Committee since October of 2002.

ATTACHMENTS

Resolution 07-31

ALTERNATIVES

- 1) Review and adopt Resolution 07-31 expressing appreciation to Marc Hershman for his dedicated service to C/CAG on the Board of Directors, Bicycle and Pedestrian Advisory Committee and Legislative Committee in accordance with staff recommendation.
- 2) Review and adopt Resolution 07-31 expressing appreciation to Marc Hershman for his dedicated service to C/CAG on the Board of Directors, Bicycle and Pedestrian Advisory Committee and Legislative Committee in accordance with staff recommendation with modifications. **ITEM 3.1.2**
- 3) No action

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RESOLUTION 07-31

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO
MARC HERSHMAN**

FOR HIS DEDICATED SERVICE TO C/CAG

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

Whereas, Marc Hershman has served as Mayor and as a Council Member for the City of Millbrae; and,

Whereas, Marc Hershman has served on the C/CAG Board of Directors, representing the City of Millbrae, from 2001-2003 and from 2005-2006; and,

Whereas, Marc Hershman has also served on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC), representing the City of Millbrae, since December of 2002; and,

Whereas, Marc Hershman has additionally served on the C/CAG Legislative Committee, representing the City of Millbrae, since October of 2002; and,

Whereas, during that time, Marc Hershman, dedicated his services to the people of San Mateo County through his active participation on the C/CAG Board of Directors, BPAC and Legislative Committee; and,

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Marc Hershman for his years of dedicated public service, and wishes him happiness and success in the future.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER, 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 07-54 expressing appreciation to Linda Larson for her dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee.

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

RECOMMENDATION

That the C/CAG Board review and adopt Resolution 07-54 expressing appreciation to Linda Larson for her dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Linda Larson has served as Mayor and as a Council Member for the City of Millbrae. Linda served as a member of the C/CAG Congestion Management and Environmental Quality Committee from 2002 through 2007.

ATTACHMENTS

Resolution 07-54

ALTERNATIVES

- 1) Review and adopt Resolution 07-54 expressing appreciation to Linda Larson for her dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation.
- 2) Review and adopt Resolution 07-54 expressing appreciation to Linda Larson for her dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation with modifications. **ITEM 3.1.3**
- 3) No action

3) No action

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RESOLUTION 07-54

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO
LINDA LARSON**

FOR HER DEDICATED SERVICE TO C/CAG

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

Whereas, Linda Larson has served as Mayor and as a Council Member for the City of Millbrae; and,

Whereas, Linda Larson has served on the C/CAG Congestion Management and Environmental Quality Committee, representing the City of Millbrae, from 2002 through 2007; and,

Whereas, during that time, Linda Larson, dedicated her services to the people of San Mateo County through her active participation on the C/CAG Congestion Management and Environmental Quality Committee; and,

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Linda Larson for her years of dedicated public service, and wishes her happiness and success in the future.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER, 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 07-55 expressing appreciation to Tom Davids for his dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee.

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

RECOMMENDATION

That the C/CAG Board review and adopt Resolution 07-55 expressing appreciation to Tom Davids for his dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Tom Davids has served as a Council Member for the City of San Carlos. Tom served as a member of the C/CAG Congestion Management and Environmental Quality Committee from 2002 through 2007.

ATTACHMENTS

Resolution 07-55

ALTERNATIVES

- 1) Review and adopt Resolution 07-55 expressing appreciation to Tom Davids for his dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation.
- 2) Review and adopt Resolution 07-55 expressing appreciation to Tom Davids for his dedicated service to C/CAG on the Congestion Management and Environmental Quality Committee in accordance with staff recommendation with modifications.
- 3) No action

ITEM 3.1.4

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RESOLUTION 07-55

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO
TOM DAVIDS**

FOR HIS DEDICATED SERVICE TO C/CAG

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

Whereas, Tom Davids has served as a Council Member for the City of San Carlos; and,

Whereas, Tom Davids has served on the C/CAG Congestion Management and Environmental Quality Committee, representing the City of San Carlos, from 2002 through 2007; and,

Whereas, during that time, Tom Davids, dedicated his services to the people of San Mateo County through his active participation on the C/CAG Congestion Management and Environmental Quality Committee; and,

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Tom Davids for his years of dedicated public service, and wishes him happiness and success in the future.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER, 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 07-56 expressing appreciation to Phil Mathewson for his dedicated service to the C/CAG Board of Directors.

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

RECOMMENDATION

That the C/CAG Board review and adopt Resolution 07-56 expressing appreciation to Phil Mathewson for his dedicated service to the C/CAG Board of Directors in accordance with staff recommendation.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Phil Mathewson has served as a Council Member for the City of Belmont. Phil served as a member of the C/CAG Board of Directors from 2004 through 2007.

ATTACHMENTS

Resolution 07-56

ALTERNATIVES

- 1) Review and adopt Resolution 07-56 expressing appreciation to Phil Mathewson for his dedicated service to the C/CAG Board of Directors in accordance with staff recommendation.
- 2) Review and adopt Resolution 07-56 expressing appreciation to Phil Mathewson for his dedicated service to the C/CAG Board of Directors in accordance with staff recommendation with modifications.
- 3) No action

ITEM 3.1.5

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RESOLUTION 07-56

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO
PHIL MATHEWSON**

FOR HIS DEDICATED SERVICE TO C/CAG

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

Whereas, Phil Mathewson has served as a Council Member for the City of Belmont; and,

Whereas, Phil Mathewson has served on the C/CAG Board of Directors, representing the City of Belmont, from 2004 through 2007; and,

Whereas, during that time, Phil Mathewson, dedicated his services to the people of San Mateo County through his active participation on the C/CAG Board of Directors; and,

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Phil Mathewson for his years of dedicated public service, and wishes him happiness and success in the future.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER, 2007.

Deborah C. Gordon, Chair

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Meeting No. 196
November 8, 2007

1.0 CALL TO ORDER/ROLL CALL

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

James Janz - Atherton
Phil Mathewson - Belmont
Sepi Richardson - Brisbane
Rosalie O'Mahony - Burlingame, San Mateo County Transportation Authority
Larry Formalejo - Colma
Linda Koelling - Foster City
Naomi Patridge - Half Moon Bay
Tom Kasten - Hillsborough
Kelly Ferguson - Menlo Park
Gina Papan - Millbrae
Jim Vreeland - Pacifica
Diane Howard - Redwood City
Irene O'Connell - San Bruno
Bob Grassilli - San Carlos
Carole Groom - San Mateo
Rose Jacobs-Gibson - County of San Mateo
Karyl Matsumoto - South San Francisco, San Mateo County Transit District

Absent:

Daly City
East Palo Alto
Portola Valley
Woodside

Others:

Richard Napier, Executive Director - C/CAG
Sandy Wong, Deputy Director - C/CAG
Nancy Blair, Administrative Assistant - C/CAG
Miruni Soosaipillai, C/CAG - Legal Counsel
Tom Madalena, C/CAG Staff
John Hoang, C/CAG Staff
Diana Shu, C/CAG Staff
Brian Lee, San Mateo County - Public Works
Christine Maley-Grubl, Executive Director, Peninsula Congestion Relief Alliance
Ray Razavi, South San Francisco - City Engineer
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member

ITEM 4.1

3.0 ANNOUNCEMENTS/ PRESENTATIONS

Matt Fabry gave a summary on the Public Outreach Award Granted to the Countywide Water Pollution Prevention Program by the California Stormwater Quality Association.

4.0 CONSENT AGENDA

Board Member O'Connell MOVED approval of Consent Items 4.1, 4.2, 4.4, 4.8, 4.9, 4.10, and 4.11. Board Member Mathewson SECONDED. **MOTION CARRIED** 17-0.

- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 195 dated October 11, 2007. APPROVED
- 4.2 Review and approval of Resolution 07-35 authorizing the filing of an application for \$367,000 Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality (CMAQ) funding for the Traffic Incident Management project. APPROVED
- 4.4 Review and approval of Resolution 07-38 for the AB1546 Countywide Traffic Congestion Management Program funding award of \$1,244,000 to Intelligent Transportation System (ITS) Projects. APPROVED
- 4.8 Review and approval of Resolution 07-41 authorizing the C/CAG Chair to execute an amendment to the agreement between the City/ County Association of Governments (C/CAG) and the City of Menlo Park for shuttle services to provide additional funding of \$41,000 for FY 2007/2008 from the Congestion Relief Plan. APPROVED
- 4.9 Review and approval of the program policy and issue of a call for projects for the Transportation Development Act (TDA) Article 3 Bicycle and Pedestrian FY 2008/09 Program. APPROVED
- 4.10 Review and approval of the C/CAG Investment Program. APPROVED
 - 4.10.1 Review and accept the Quarterly Investment Report as of June 30, 2007.
 - 4.10.2 Review and accept the Quarterly Investment Report as of September 30, 2007.
 - 4.10.3 Review and approval of Resolution 07-45 adopting the C/CAG Investment Policy.
- 4.11 Review and approval of one C/CAG Senior Planner Position. APPROVED

Items 4.3, 4.5, 4.6, and 4.7 were removed from the Consent Calendar.

- 4.3 Review and approval of one additional C/CAG Transportation System Coordinator Position. APPROVED
Board Member O'Mahony MOVED approval of Item 4.3. Board Member O'Connell SECONDED. **MOTION CARRIED** 17-0.
- 4.5 Review and approval of Resolution 07-39 authorizing the C/CAG Chair to execute an amendment to the agreement between the City/County Association of Governments (C/CAG) and Kimley-Horn for the Incident Management - Alternative Route Plan in an amount of \$155,300 for the development of a Project Study Report (PSR) for Smart Corridor projects. APPROVED

Board Member Matsumoto MOVED approval of Item 4.5. Board Member O'Connell SECONDED. **MOTION CARRIED** 17-0.

4.6 Update on the Status of the Hydrogen Shuttle Program. INFORMATION

Project is on schedule. Question arose about fuel rate. Estimated fuel costs will be less than \$25/kg.

4.7 Update on Governor's action on bills of interest to C/CAG. INFORMATION

SB 613 – Reauthorization AB 1546 – Veto Message

Staff will move forward with SB 613 in January 2008, with the Governor's recommendation to change the bill's length from ten years to four.

AB 188 – Alternative fuels and vehicle technologies: funding programs – Chaptered

Increased annual smog abatement fee imposed upon vehicles exempted from smog check, a portion of the increase will be deposited into the Air Quality Improvement Fund until 1/01/06.

5.0 REGULAR AGENDA

5.1 Review and approval of Resolution 07-42 to approve the 2008 State Transportation Improvement Program (STIP) for San Mateo County and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make minor modifications as necessary.

(Requires special voting procedures.)

APPROVED

Staff collaborated with the staff of the San Mateo County Transportation Authority (SMCTA) and Caltrans resulting in some minor changes to the 2008 STIP. Staff updated the Board of these changes and answered questions.

Board Member Jacobs-Gibson MOVED in accordance with staff recommendations. Board Member O'Connell SECONDED.

A Super Majority Vote was taken by roll call. **MOTION CARRIED** 17-0. Results: 17 Agencies approving. This represents 81% of the Agencies representing 80% of the population.

5.2 Review and approval of Resolution 07-40 adopting the Final 2007 Congestion Management Program (CMP) for San Mateo County. (Requires special voting procedures.) APPROVED

The Draft 2007 Congestion Management Program (CMP) was issued to all interested parties on 9/6/07. Receiving no external comments by the close of the review period on 10/05/07, this finalized the 2007 CMP.

Board Member Grassilli MOVED to approve Item 5.6. Board Member O'Connell SECONDED.

A Super Majority Vote was taken by roll call. **MOTION CARRIED** 17-0. Results: 17 Agencies approving. This represents 81% of the Agencies representing 80% of the population.

- 5.3 Review and approval of Resolution 07-34 authorizing the C/CAG Chair to execute an agreement for technical consulting services with Nevue Ngan Associates in the amount of \$203,595 for support of the Countywide Water Pollution Prevention Program's Sustainable, Green Streets and Parking Lots Project. APPROVED

Under the proposed contract Nevue Ngan would develop a Sustainable, Green Streets and Parking Lots technical guidance manual to help San Mateo County municipalities address stormwater pollution issues in new and retrofitted street and parking lot projects.

Board Member Richardson MOVED to approve Item 5.3. Board Member Jacobs-Gibson SECONDED. **MOTION CARRIED** 17-0.

- 5.4 Review and approval of a Call for Projects for the Fourth Cycle of the Transit Oriented Development (TOD) Housing Incentive Program. APPROVED

The fourth cycle is similar to the third cycle except TOD housing projects on a frontage parcel of the El Camino Real/Mission St. are eligible in addition to those that are within 1/3 or a mile to CALTRAIN or BART stations.

Board Member O'Connell MOVED approval. Board Member Groom SECONDED. **MOTION CARRIED** 17-0.

- 5.5 Review and approval of agreements with the Peninsula Traffic Congestion Relief Alliance.

Christine Maley-Grubl, Executive Director, Peninsula Congestion Relief Alliance gave a presentation and answered questions.

- 5.5.1 Review and approval of Resolution 07-36 authorizing the C/CAG Chair to execute an agreement between the City/ County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$509,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2007/2008. APPROVED

Board Member Howard MOVED approval. Board Member Richardson SECONDED. **MOTION CARRIED** 17-0.

- 5.5.2 Review and approval of Resolution 07-37 authorizing the C/CAG Chair to execute an agreement between the City/ County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in an amount not to exceed \$280,000 to provide the Regional Rideshare Program for Fiscal Year 2007/2008 through Fiscal Year 2010/2011. APPROVED

Board Member Howard MOVED approval. Board Member Richardson SECONDED. **MOTION CARRIED** 17-0.

6.0 COMMITTEE REPORTS

- 6.1 Committee Reports (oral reports).

None.

6.2 Chairperson's Report.

None.

7.0 EXECUTIVE DIRECTOR'S REPORT

Richard Napier, Executive Director, offered to answer questions about the management report.

8.0 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.

- 8.1 Letter from Dave Carbone, ALUC Staff, to Darlene Bell, Jacobs Consultancy, dated 10/16/07. Re: Execution of an Agreement with the City/ County Association of Governments of San Mateo County (C/CAG) to Provide Professional Services to Prepare a Comprehensive Airport/ Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport and Submittal of Insurance Documentation per Article 7 of the Agreement.
- 8.2 Letter from Deborah C. Gordon, Chair, C/CAG to Honorable Thomas Davids, Mayor, City of San Carlos, dated 10/05/07. Re: Airport Land Use Commission (C/CAG Board) Action on a Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of San Carlos, Re: Proposed General Plan Amendment and Related Rezoning for the Palo Alto Medical Foundation (PAMF) San Carlos Center Near San Carlos Airport.
- 8.3 Letter from Richard Napier, Executive Director C/CAG, to Mark Larson, Airport Manager, County of San Mateo Department of Public Works Airports Division, dated 10/03/07. Re: Follow-up on Pursuing Funding to Update the Comprehensive Airport Land Use Plans (CLUP) for the Environs of San Carlos and Half Moon Bay Airports.
- 8.4 Letter from Dave Carbone, ALUC Staff, to Tom Passanisi, Principal Planner, City of Redwood City, dated 10/19/07. Re: C/CAG Airport Land Use Committee (ALUC) Staff Comments on the Draft Environmental Impact Report (DEIR) for *The Preserve at Redwood Shores Precise Plan* in the Vicinity of San Carlos Airport.

9.0 MEMBER COMMUNICATIONS

None.

10.0 CLOSED SESSION (Pursuant to Government Code Sec. 54957):

- 10.1 Public Employee Performance Evaluation
Title: Executive Director

- 10.2 Conference with Labor Negotiators
C/CAG Representatives: Deborah Gordon
Unrepresented Employee: Executive Director
- 10.3 Adjourn Closed Session.
- 10.4 Reconvene Open Session.
- 10.5 Action on Salary Adjustment for Executive Director. Consideration of Amendment to the Agreement between the City/County Association of Governments (C/CAG) and Richard Napier regarding annual salary for services as Executive Director. APPROVED

Vice Chair Kasten, on behalf of the Board, thanked the Executive Director for his hard work and expressed the Board's appreciation for his efforts.

Board Member O'Mahony MOVED to increase the base salary of the Executive Director by 4%, and a performance salary increase of 6%. Board Member Papan SECONDED. **MOTION CARRIED** unanimously 17-0.

- 10.6 Review and approval of the Performance Objectives for FY 07-08 for the City/County Association of Governments (C/CAG) Executive Director.

Board Member Howard MOVED approval. Board Member Janz SECONDED. **MOTION CARRIED** 17-0.

- 11.0 ADJOURN

Meeting adjourned at 10:42 p.m.

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and Approval of Resolution 07-46 Authorizing the C/CAG Chair to Execute an Eighteen-Month Extension to the City of Brisbane's Contract to Provide Coordinator Services to the San Mateo Countywide Water Pollution Prevention Program for a Cost Not to Exceed \$90,000

(For further information or questions, contact Matt Fabry at 415-508-2134)

RECOMMENDATION

Review and approve Resolution 07-46 authorizing the C/CAG Chair to execute an eighteen-month extension to the City of Brisbane's contract for coordinator services to the San Mateo Countywide Water Pollution Prevention Program for a cost not to exceed \$90,000.

FISCAL IMPACT

Not to exceed \$90,000, paid out of the 2007-08 and 2008-09 NPDES budgets. The proposed contract value is the same as the previous two years, with \$30,000 included in the adopted 2007-08 NPDES budget and \$60,000 planned for inclusion in the 2008-09 NPDES budget.

SOURCE OF FUNDS

Parcel fee collected through San Mateo County Flood Control District or City General Funds. All properties within the cities and County are assessed annual NPDES fees, except in cases where municipalities have decided to pay some or all of the parcel fees out of municipal funds.

BACKGROUND/DISCUSSION

The C/CAG Board awarded a two-year contract to the City of Brisbane starting in January 2006 for providing coordinator services for the Countywide Water Pollution Prevention Program. The contract includes a provision for extension for one or two year terms, upon mutual agreement of C/CAG and the City of Brisbane. The proposed extension is for eighteen months, which will put the coordinator services contract on a fiscal year time schedule rather than a calendar year schedule. This will improve the annual budget process since current coordinator service costs for each year are spread across two fiscal years. The scope of work for coordinator services remains unchanged from the existing contract; however, the termination clause is modified to allow 30 days written termination notice by either party and negotiation between parties of the scope of work and fee upon adoption by the State Regional Water Quality Control Board of a revised regional stormwater permit.

ITEM 4.2

ATTACHMENTS

- Resolution 07-46
- Contract Amendment for Fiscal Years 2007-08 and 2008-09 Extension

ALTERNATIVES

- 1- Review and approve Resolution 07-46 authorizing the C/CAG Chair to execute an eighteen-month extension to the City of Brisbane's contract for coordinator services to the San Mateo Countywide Water Pollution Prevention Program for a cost not to exceed \$90,000 in accordance with staff's recommendation.
- 2- Review and approve Resolution 07-46 authorizing the C/CAG Chair to execute an eighteen-month extension to the City of Brisbane's contract for coordinator services to the San Mateo Countywide Water Pollution Prevention Program for a cost not to exceed \$90,000 in accordance with staff's recommendation with modifications.
- 3- No action.

RESOLUTION NO. 07-46

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 EIGHTEEN-MONTH EXTENSION TO THE CITY OF BRISBANE CONTRACT FOR COORDINATOR SERVICES TO THE SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM FOR A COST NOT TO EXCEED \$90,000

WHEREAS, the City/County Association of Governments (C/CAG) manages the Countywide Water Pollution Prevention Program (Countywide Program); and,

WHEREAS, the Countywide Program requires coordinator services; and,

WHEREAS, the City of Brisbane has provided satisfactory coordinator services in previous years; and,

WHEREAS, C/CAG finds it advantageous to utilize the City of Brisbane's services for another eighteen months; and,

WHEREAS, the scope of services remains unchanged from the existing contract;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair be authorized to extend the City of Brisbane's contract for eighteen months to provide coordinator services for the remainder of fiscal year 2007-08 and fiscal year 2008-09 in a contract amount not to exceed \$90,000.

APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

**AMENDMENT NO. 1 TO THE CONTRACT BETWEEN THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE
CITY OF BRISBANE TO PROVIDE COORDINATOR SERVICES TO THE
SAN MATEO COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM**

WHEREAS, the City/County Association of Governments of San Mateo County (herein after referred to as "C/CAG") and the City of Brisbane entered into an Agreement for Coordinator Services to the San Mateo Countywide Water Pollution Prevention Program on January 1, 2006; and,

WHEREAS, the parties wish to amend the Agreement to extend services and funding;

IT IS HEREBY AGREED by C/CAG and the City of Brisbane that:

1. The term of the Agreement shall be extended for eighteen months for a new expiration date of June 30, 2009; and,
2. The Agreement amount shall be increased by a maximum of \$90,000 for extending such services, up to \$30,000 of which is for the second half of Fiscal Year 2007-08 and up to \$60,000 is for Fiscal Year 2008-09; and,
3. The Termination Clause is revised to allow thirty (30) days written notice of termination by either party and Subparagraph "2.d" is added, stating, "This Agreement may be reopened and the terms negotiated in good faith by both parties upon adoption of a revised regional municipal stormwater permit by the State Regional Water Quality Control Board."
4. This amendment to the Agreement shall take effect upon signature by all parties.

CITY OF BRISBANE

CITY/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO COUNTY

By: _____
Steven W. Waldo, Mayor

By: _____
Deborah C. Gordon, C/CAG Chair

Date: _____

Date: _____

By: _____
Harold S. Toppel, City Attorney

By: _____
Miruni Soosaipillai, Counsel

Date: _____

Date: _____

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and Approval of Resolution 07-49 Approving the Call for Projects for the San Mateo Countywide Water Pollution Prevention Program's Sustainable, Green Streets and Parking Lots Grant Program

(For further information or questions, contact Matt Fabry at 415-508-2134)

RECOMMENDATION

Review and approve Call for Projects for San Mateo Countywide Water Pollution Prevention Program (Countywide Program)'s Sustainable, Green Streets and Parking Lots Grant Program in accordance with the staff recommendation.

FISCAL IMPACT

None. Funding for the Sustainable, Green Streets and Parking Lots Grant Program is generated through collection of vehicle registration fees established under AB1546. The proposed Call for Projects represents the initial round of funding, utilizing vehicle registration fees collected during the 2005-06 and 2006-07 fiscal years. Total funding for this round of the grant program is approximately \$900,000.

SOURCE OF FUNDS

Funds for this contract will come from the programmatic portion of vehicle registration fee (AB1546) revenue. To date, C/CAG has collected approximately \$1.2 million for fiscal years 2005-06 and 2006-07 in AB1546 revenue for programmatic stormwater pollution prevention projects.

BACKGROUND/DISCUSSION

C/CAG's Vehicle Registration Fee Program (AB1546) authorized a four-dollar vehicle license fee in San Mateo County to provide funding for congestion management and stormwater pollution prevention. C/CAG previously approved utilizing the programmatic portion of the AB1546 funds for the Sustainable, Green Streets and Parking Lots Project under Resolution 07-15.

The Countywide Program's Sustainable Streets Workgroup developed the Call for Projects documentation, and it was reviewed by members of the New Development Subcommittee and Technical Advisory Committee. The documentation includes a grant application form, project

ITEM 4.3

requirement details, review and scoring criteria, program goals and objectives, and the funding agreement each municipality will have to sign if selected to receive grant funding. There will be an informational workshop with Countywide Program staff and the technical consultant team of Nevue Ngan/Sherwood Design Engineers to educate municipal representatives about the grant program on December 19, 2007. The grant application deadline is scheduled for February 15, 2008. A selection committee has been created to review and score project applications, and projects recommended for funding will be brought before C/CAG for approval.

ATTACHMENTS

- Resolution 07-49
- Call for Project Documentation

ALTERNATIVES

1. Review and approve Resolution 07-49 approving the Call for Projects for San Mateo Countywide Water Pollution Prevention Program (Countywide Program)'s Sustainable, Green Streets and Parking Lots Grant Program in accordance with the staff recommendation.
2. Review and approve Resolution 07-49 approving the Call for Projects for San Mateo Countywide Water Pollution Prevention Program (Countywide Program)'s Sustainable, Green Streets and Parking Lots Grant Program in accordance with the staff recommendation with modifications.
3. No action.

RESOLUTION NO. 07-49

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY
ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)
APPROVING THE CALL FOR PROJECTS FOR THE SAN MATEO COUNTYWIDE
WATER POLLUTION PREVENTION PROGRAM'S INITIAL ROUND OF
SUSTAINABLE, GREEN STREETS AND PARKING LOTS PROGRAM GRANT
FUNDING**

WHEREAS, the City/County Association of Governments (C/CAG) manages the San Mateo Countywide Water Pollution Prevention Program (Countywide Program); and,

WHEREAS, C/CAG'S Vehicle Registration Fee (AB1546) Program authorizes funding of stormwater pollution prevention projects related to vehicles or vehicle infrastructure; and,

WHEREAS, the Countywide Program's Technical Advisory Committee identified projects of countywide benefit that address vehicle- or vehicle infrastructure-related stormwater pollution; and,

WHEREAS, C/CAG previously adopted Resolution 07-15 approving the Countywide Program's Sustainable, Green Streets and Parking Lots Project for funding under the AB1546 Program; and,

WHEREAS, the funds collected under the AB1546 Program in 2005-06 and 2006-07 that are available for countywide projects total approximately \$1,200,000; and,

WHEREAS, approximately \$900,000 of the \$1,200,000 is programmed for distribution as grant funding for design and construction of sustainable, green street and parking lot demonstration projects; and,

WHEREAS, the Countywide Program developed Call for Projects documentation for the grant funding program, including a grant application, project requirements, review and scoring criteria, program goals and objectives, and funding agreements;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Call for Projects for the initial round of Sustainable, Green Streets and Parking Lots Grant Funding be issued.

APPROVED AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair



December 14, 2007

Dear San Mateo County Municipality:

Subject: Announcement of Availability of Competitive Demonstration Project Grants for Municipalities to Construct Street and Parking Lot Stormwater Best Management Practices

The City/County Association of Governments (C/CAG) of San Mateo County announces the availability of competitive grant funds to construct stormwater best management practices for demonstration projects associated with streets and parking lots. One of the goals of the demonstration projects is to increase understanding and support among local agency staff, the building community, and public for using and maintaining effective stormwater pollution prevention, treatment, and flow control best management practices associated with streets and parking lots. It is C/CAG's intent that the demonstration projects selected for funding represent a variety of different best management practices that are appropriate for different site conditions in San Mateo County. Completed "Application for Competitive Demonstration Project Grant" (Attachment A) may be submitted by mail, email, or hand delivery. If paper copies of the completed application(s) are submitted, include five copies, each with the location map attached. Completed applications must be submitted by **noon on February 15, 2008 to:**

Mr. Matt Fabry (email: mfabry@ci.brisbane.ca.us)
SMCWPPP Coordinator
City Hall – Public Works Department
50 Park Place
Brisbane, CA 94005

Eligible Projects:

Only San Mateo County and cities that are located in San Mateo County are eligible to apply for these grant funds. The projects funded are for the planning, design, and construction of capital projects that showcase the use of stormwater best management practices for new or retrofitted street and parking lot projects. All funded projects must result in the completed construction of the demonstration project within two years, unless an exception is made for a particular project. The maintenance of an existing or new project is ineligible for funding.

Funds Available:

C/CAG has authorized the use of up to \$900,000 of Vehicle Registration fees that were collected as part of legislation enacted in 2004 (AB 1546 - Simitian) for vehicle related stormwater mitigation.

The selection of grant projects to fund will be competitive based on the selection criteria and scoring system contained in Attachment B. The grant amounts will be a minimum of \$50,000 up to a maximum of \$250,000 per project. While the grants do not require a local contribution, applications that are able to leverage funding from other grants and sources of funding will be considered more cost-effective than ones that do not. On this basis they would receive a higher score for one of the selection criterion.

Possible Future Grants

It is uncertain whether there will be a future round of grant funds using Vehicle Registration fees collected between July 2007 and December 2008 when authorization to collect these fees will end. The Regional Water Quality Control Board’s anticipated adoption of a new municipal regional stormwater permit in 2008 may affect future decisions about how Vehicle Registration fees are used.

Application Packet

The enclosed application packet includes the following materials:

Attachment A	Application for Competitive Demonstration Project Grant for Sustainable, Green Streets and Parking Lots	Required Form
Attachment B	Requirements and Selection Criteria for Competitive Demonstration Project Grants	Information Sheet
Attachment C	Call for Projects Workshop Flyer	Information Sheet
Attachment D	C/CAG’s Funding Agreement	Required Agreement
Attachment E	Goals and Objectives of Sustainable, Green Streets and Parking Lots Program	Information Sheet

Schedule:

December 14, 2007	Call for projects released
December 19, 2007	SMCWPPP’s Call for Projects Workshop (Attachment C) will be held starting at 10:00 am at the Green Building Exchange in Redwood City (350 Main Street)
February 15, 2008	Completed applications (Attachment A) due by noon on this date
March 13, 2008	C/CAG considers approving grant applications recommended by SMCWPPP
March/April 2008	Selected grant applicants sign agreements with C/CAG and begin expending funds on projects

If you have any questions contact, Fred Jarvis at (510) 832-2852 ext. 111 and email fejarvis@eoainc.com or me at (415) 508-2134 and email mfabry@ci.brisbane.ca.us.

Sincerely,

Matt Fabry
 Program Coordinator
 San Mateo Countywide Clean Water Program



ATTACHMENT A

**Application for Competitive Demonstration Project Grant
 for Sustainable, Green Streets and Parking Lots**

Prior to completing this application, the municipal applicant should review and be familiar with “Requirements and Selection Criteria for Competitive Demonstration Projects” (Attachment B). Municipal staff who complete this grant application agree to meet all the requirements contained in Attachment B including the requirement for the municipality to pay for the long-term maintenance of any demonstration project funded by a Vehicle Registration Fee (AB 1546) grant. The San Mateo Countywide Water Pollution Prevention Program retains the right to reject any and all grant applications and to work with grant applicants to modify applications in order to maximize the beneficial use of the \$900,000 of currently available funds. Completed applications must be submitted by noon on *February 15, 2008* to Matt Fabry (mfabry@ci.brisbane.ca.us) at City Hall – Public Works Department, 50 Park Place, Brisbane, CA. 94005. Hard copy or electronic submittals are acceptable. If paper copies are submitted, five copies of the completed application (with location map attached to each copy) must be submitted.

General Information	
Municipality applying for grant funds:	
Total amount requested: <i>(Minimum grant amount is \$50,000 and maximum amount of \$250,000 per project)</i>	\$
Address <u>and</u> APN of demonstration project:	
Location map attached showing the project and nearby vicinity <input type="checkbox"/> Yes	
Description of Demonstration Project	
What currently exists at the proposed project location?	
How will the existing site be retrofitted as a demonstration project or redeveloped as a demonstration project?	

Municipality Applying for Grant Funds: _____

Application for Competitive Demonstration Project Grant

What stormwater pollution prevention, treatment, and flow duration control best management practices (BMPs) will be used in the demonstration project and/or how well will the project alleviate significant adverse impacts to water quality or fish passage created by a street crossing of a creek?

Why are the BMPs selected appropriate given the nature of the project and site constraints?

How will the project reduce the amount of trash and litter that gets into the storm drain and local waterways?

How will the project be designed to satisfy other municipal community objectives in order to achieve an integrated and attractive project?

NPDES Permit Requirements

Total amount of impervious surface area that would be created and/or replaced by the demonstration project:

Amount of surface area whose stormwater runoff would receive treatment:

Would the demonstration project trigger NPDES permit Provision C.3.d requirements to treat stormwater?

Yes No

Would the demonstration project trigger the NPDES permit's hydromodification management requirements?

Yes No

Does stormwater from the proposed demonstration project site flow directly into an impaired water body (San Francisco Bay and beaches, lagoons, and creeks listed as impaired on the State Water Resources Control Board's List of Water Quality Limited Segments http://www.waterboards.ca.gov/tmdl/303d_lists2006.html) from a property that is adjacent to the impaired water body?

Yes No

Municipality Applying for Grant Funds: _____

Application for Competitive Demonstration Project Grant

Proposed Budget and Non-Grant Funding		
<p>Provide an estimated total budget and budget breakdown for how the grant funds would be used (include specific amount budgeted, if any, to pay for assistance your municipality will need from SMCWPPP's sustainable, green streets and parking lot consultant, Nevue Ngan):</p>		
<p>Describe the source and budget breakdown amounts for non-grant funds, if any, that would be used for the demonstration project:</p>		
<p>If non-grant funds will be used for the demonstration project, how certain is the availability of non-grant funds? When would non-grant funds become available?</p>		
Schedule		
<p>Provide the estimated schedule for each of the following demonstration project activities:</p>		
Activity	Time Period of Activity	Completion Date
Completing environmental review:		
Obtaining permits:		
Developing plans (including maintenance plan):		
Constructing project:		
Completing construction:		

Municipality Applying for Grant Funds: _____

Application for Competitive Demonstration Project Grant

Educational Aspects of Proposed Project
Describe the demonstration project's educational features and the community education techniques that would be used:
Please estimate how many people (i.e., public, municipal staff, builders, building industry consultants) each month would be expected to pass through or come in close enough proximity to read signs describing the demonstration project?
Safety Features
How would the project be designed to be safe for drivers and pedestrians and not create a habitat for mosquitoes?
Assistance Requested
What assistance, if any, does the municipality request from SMCWPPP's sustainable, green streets and parking lot project consultant? Examples of possible assistance include: review of designs, develop designs, assist with demonstration project construction, and/or assist with maintenance plans. (Any grant-funded assistance must be included in the requested grant amount under "Proposed Budget and Non-Grant Funding" section).
Option for Conceptual Design
If your project would be a small-scale project (confined to a specific site, intersection, or block face), would your municipality be interested in having SMCWPPP's sustainable, green streets and parking lot consultant, Nevue Ngan, prepare a conceptual design as part of the SMCWPPP's Guidebook? The base information your municipality would need to provide for conceptual design is: site photos, topography, utility locations, site survey, etc. The expense of preparing the conceptual design would be covered by SMCWPPP under its budget for preparing the Guidebook.
<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Applicable because project will not be small-scale

Municipality Applying for Grant Funds: _____

Application for Competitive Demonstration Project Grant

If a conceptual design was created for the project, how would it be used?
Contact Information
Grant application contact person:
Phone number:
Email address:
Mailing address:

I attest that, to the best of my knowledge, all information provided in this application and in conjunction with this application is accurate and complete.	
Name: (Please print)	Title: Department Director
Signature:	Date:



SAN MATEO COUNTYWIDE
Water Pollution Prevention Program

Clean Water. Healthy Community.

ATTACHMENT B

**Requirements and Selection Criteria for Competitive Demonstration
Project Grants**

Selection Criteria

If the funding requested for demonstration projects exceeds the amount available, SMCWPPP will use the following criteria and scoring system to select projects for funding:

Selection Criteria	Points
1. How well the project will demonstrate the use of sustainable, green street or parking lot best management practices (BMPs) for vehicle-associated stormwater pollution prevention, treatment, and flow duration control and/or how well it will alleviate significant adverse impacts to water quality or fish passage created by a street crossing of a creek. It will be desirable for projects to maximize opportunities to use BMPs, use appropriate BMPs given the nature of the project and site constraints, and satisfy multiple community objectives to achieve an integrated and attractive project.	40
2. The amount of visibility the project will have as an educational opportunity for the public, municipal staff, builders, and building industry consultants. Projects must have educational benefits that demonstrate how BMPs: <ul style="list-style-type: none">○ prevent and reduce stormwater pollution,○ integrate with street and parking lot uses,○ are attractive,○ are cost-effective, and○ are easy to maintain. Projects that are more visible and educational will be selected over ones that have a lower visibility and offer fewer educational opportunities.	25
3. Projects that are more cost-effective will be preferred over ones that are less cost-effective. Projects that leverage funding from other grants and sources of funding would be considered more cost-effective than ones that do not. <ul style="list-style-type: none">○ amount of municipal staff time that would be provided by the local municipality without being billed to the grant○ amount of other grant funds (non-Vehicle Registration fee, AB 1546 grants) and/or amount of other funding sources that will be used to plan, obtain permits, design, and construct the demonstration project○ the cost of the demonstration project relative to the size of the area benefiting from the stormwater best management practices showcased○ the cost of the demonstration project relative to how useful the demonstration project would be as an example for others	20
4. The project should demonstrate how it will creatively address concerns, if any, of public safety officials about emergency response times, use of construction materials that they may be unfamiliar with, or other concerns.	10
5. Points will be awarded if the demonstration project is located on property that is directly adjacent to an impaired water body and treated stormwater from the demonstration project will flow directly into this impaired water body.	5
Total Possible Points	100

Application for Competitive Demonstration Project Grant

Additional Selection Considerations

If the scores of two or more potential projects are within 10 points of one another, the following factors will be considered in making the final selection of projects in order to assure a diversity of projects are funded in different locations around the county and that at least one or more projects are constructed in about one year:

- a. Projects will be selected, as possible, to represent a diversity of different types of new construction and retrofit situations within San Mateo County and a variety of BMP technologies. The types of demonstration projects selected should be representative of the types of situations anticipated to be encountered in future San Mateo County street and parking lot development and retrofit projects.
- b. Projects will be selected to represent a geographical distribution, as possible, around the county.
- c. How readily the demonstration projects could be constructed. It is desirable to have at least one or more demonstration projects constructed in about one year. This objective is balanced with the recognition that excellent, proposed demonstration projects in sensitive areas or with important constraints may require longer to complete planning, permitting and construction.

Requirements

To be eligible for funding, a demonstration project must meet the requirements contained in AB 1546 (Simintian 2003-2004 session) (Chapter 2.65 (commencing with Section 65089.11) of Division 1 of Title 7 of the Government Code), which are summarized as follows:

The project shall directly address the negative impacts on creeks, streams, bays, and/or the ocean caused by motor vehicles and the infrastructure supporting motor vehicle travel. The project shall meet the requirements of the municipal stormwater National Pollutant Discharge Elimination System permit. The demonstration projects must bear a relationship or benefit to the motor vehicles paying the fees allowed by AB 1546.

In addition to the AB 1546 requirements, the following requirements must be met:

1. The municipal project proponent must submit a completed application by noon on February 15, 2008 to Matt Fabry at the address shown on the application. The completed application may be submitted as a hard copy or electronically. Five hard copies of the completed application must be submitted if the application is not submitted electronically.
2. The project must be sponsored by a San Mateo County municipality and located within the county.
3. One application must be submitted for each project. A municipality may submit more than one completed application, but the chances of receiving funding will be affected by the number of other municipalities submitting applications.
4. The grant funds may only be used to reimburse a municipality for demonstration project costs incurred following the date of execution of a Funding Agreement with C/CAG.
5. The project must either:

December 14, 2007

Application for Competitive Demonstration Project Grant

- a. Demonstrate the use of attractive, green and sustainable landscape-based stormwater pollution prevention, treatment, and/or flow control BMPs as part of new or retrofitted street and parking lot projects; or
 - b. Retrofit or replace an existing street crossing of a creek in order to eliminate adverse effects on water quality or improve fish passage.
6. Any flow control BMPs used as part of the project shall be designed using the Bay Area Hydrology Model.
 7. Funding will be limited to the planning, permitting, design and construction of stormwater pollution prevention, treatment, and flow duration control BMPs associated with the project or to the cost of the features needed to eliminate adverse effects on water quality or fish passage caused by the street crossing of a creek. All funded projects must result in the completed construction of the demonstration project.
 8. A municipality does not need to provide matching funds to obtain a grant (although this will improve the scoring of the project's cost effectiveness, selection criterion no. 3), but a municipality must be committed to paying for the short and long-term maintenance of the demonstration project. In addition, most projects would require additional funding to construct portions of the project that are not related to stormwater pollution prevention, treatment, and flow duration control.
 9. Constructed projects must be for long-term use. If a project is significantly and adversely modified or replaced following its construction, the municipality will be responsible for constructing and maintaining an equivalent demonstration project to the extent this is reasonable and feasible.
 10. The municipality must prepare a written maintenance plan for the project prior to its completion and implement this maintenance plan. The maintenance plan must meet the requirements of the municipal stormwater NPDES permit, which may change in the future.
 11. The project shall be designed and maintained to be safe for drivers, pedestrians and other users. It shall be designed and maintained to avoid creating a habitat for mosquitoes or other nuisances.
 12. The construction of the demonstration project shall be completed within two years of approval for receipt of the grant funds. If a project will require more than two years following approval to complete, SMCWPPP will need to decide on a case by case basis whether to authorize the use of the grant funds for a longer time period.
 13. The municipality has the option of including in its grant application a budget for the use of SMCWPPP's sustainable, green streets and parking lot consultant. Funds may be included in the budget for SMCWPPP's consultant to assist as follows:

Design Phase: Provide general peer review at various stages of design development. Provide recommendations on layout, grading, planting, stormwater conveyance methods, facility sizing, site circulation, and overall integration of stormwater management within the project. Estimated cost range between \$2,000 - \$15,000

Construction Phase: Provide direct construction administration support, assist municipalities in identifying qualified contractors, and train and/or assist municipal inspection staff with construction issues with green street and parking lot projects. Estimated cost range between \$5,000 - \$40,000.

December 14, 2007

Municipality Applying for Grant Funds: _____

Application for Competitive Demonstration Project Grant

Maintenance Plan: Provide support to staff and consultants in developing the demonstration project's written, long-term operation and maintenance plan. Estimated cost range between \$1,000 - \$5,000.

Municipalities that are interested in this option should discuss these plans with Kevin Robert Perry from Nevue Ngan Associates (phone [503] 239-0600 and email kevin@nevuengan.com) prior to completing these portions of the grant application

14. The municipality shall allow the use of the stormwater BMPs' plans and specifications in SMCWPPP's streets and parking lots stormwater design standards guidebook including updates and amendments to the guidebook.
15. The municipality shall allow the project's effectiveness to be evaluated by a third party in order to improve the selection, design, construction, and maintenance of these types of BMPs. This may include collecting data including chemical monitoring information to help assess the effectiveness of the BMP. The municipality will not be responsible for any expenses associated with the implementation of effectiveness assessments.
16. The municipality shall allow SMCWPPP to take groups on tours of the demonstration site and reference the site in demonstration and educational materials. The municipality shall acknowledge City County Association of Governments of San Mateo County and SMCWPPP on any educational and promotional material it prepares about the demonstration project as the source of grant funds.
17. The municipality must be willing to enter into an agreement with the City/County Association of Governments of San Mateo County that describes the work that will be completed under the grant and the method and requirements for receiving the grant funds.

December 14, 2007



SAN MATEO COUNTYWIDE
Water Pollution Prevention Program

Clean Water. Healthy Community.

ATTACHMENT C

Call for Projects Workshop – Sustainable, Green Streets and Parking Lots Grant-Funded, BMP Demonstration Projects



Date and Time: December 19, 2007 – 10:00 am to Noon

Location: Green Building Exchange
305 Main Street, Redwood City, CA 94063

Sponsored by the San Mateo Countywide Water Pollution Prevention Program

Workshop Highlights:

Learn how your municipality may apply for a competitive, demonstration project grant to construct stormwater best management practices for streets and/or parking lots

- ☛ Meet SMCWPPP's new consultants who will be preparing four conceptual designs as part of an upcoming green, street and parking lot guidance manual
- ☛ Review the grant application form
- ☛ Obtain information on the competitive grant selection factors
- ☛ Have your questions answered

RSVP

Please complete and submit the RSVP form on the next page to let us know that you will be attending. If you have any questions, contact Fred Jarvis at (510) 832-2852 ext. 111. We look forward to seeing you at the workshop!

December 14, 2007

Call for Projects Workshop

Go green!

Learn how to apply for up to \$250,000 in competitive grant funds!!

Green Streets and Parking Lots BMP Demonstration Projects

Wednesday, December 19th, 2007 – 10:00 am to Noon

Who Should Attend:

- √ Public Works Department heads, managers, or engineers
- √ Municipal planning staff
- √ Municipal staff interested in finding out how to apply for these grants
- √ Municipal staff who need to decide whether to apply

Please RSVP to Fred Jarvis, EOA, Inc. by email (fejarvis@eoainc.com), or by fax: (510) 832-2856, **no later than 12:00 Noon December 14, 2007**. For additional information, contact Fred at (510) 832-2852 ext. 111 or email.

Agency/Affiliation: _____

Name/Title: _____

Address: _____

Phone: _____ Fax: _____ E-mail: _____

Please pass this flyer along to appropriate staff within your organization, and don't forget to sign up yourself! You will be sent a confirmation, including an agenda and directions, prior to the workshop.

December 14, 2007

ATTACHMENT D

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF xxxx [Or COUNTY OF SAN MATEO]**

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 City of xxx, hereinafter called "CITY" [or County of San Mateo].

WITNESSETH

WHEREAS, Funded through Vehicle Registration fees allowed by Assembly Bill 1546 (2003-2004 session) (Chapter 2.65 (commencing with Section 65089.11) of Division 1 of Title 7 of the Government Code), C/CAG has established a Sustainable, Green Streets and Parking Lots Project that consists, in part, of awarding competitive grants to municipalities in San Mateo County; and

WHEREAS, The purpose of the grant funds is to construct street and parking lot demonstration projects that showcase the use of stormwater pollution prevention, treatment, and flow control best management practices appropriate for different conditions found in San Mateo County; and

WHEREAS, The C/CAG Board has authorized its Chairperson to execute funding agreements with municipalities for projects selected by the San Mateo Countywide Clean Water Program's Technical Advisory Committee as recommended by its project selection work group; and

WHEREAS, C/CAG has agreed that the City of _____'s [or County of San Mateo's] proposed demonstration project meets the requirements of Assembly Bill 1546 and should receive grant funding based on its score using the selection criteria contained in the Announcement of Availability of Competitive Demonstration Project Grants; and

WHEREAS, The City of _____ [or County of San Mateo] has until March 31, 2010 [or alternative date] to complete the construction of its demonstration project; and

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

1. **Services to be provided by CITY.** In consideration of the payments hereinafter set forth, the CITY shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make progress payments to CITY for work completed as described in Exhibit A and the total amount will not to exceed xxxxxx (\$xxxxx).

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 _____ and shall terminate on _____; provided, however, the C/CAG Chairperson 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.

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. 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: the 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 subcontractor 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 if Under \$1,000,000
a. Comprehensive General Liability	\$1,000,000	<hr/>
b. Workers' Compensation	Statutory	<hr/>

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

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

8. **Access to Records.** C/CAG, or any of their 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.
9. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
10. **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.

City of XXXX

By _____

_____ Date

xxxxx City Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel



ATTACHMENT E

Goals and Objectives of Sustainable, Green Streets and Parking Lots Program

Goals:

1. Outreach/Promotion:

- a. Encourage and generate support for the widespread use in San Mateo County of stormwater pollution prevention, treatment, and flow control BMPs that are well suited for use with streets and parking lots.
- b. Support retrofitting of street culverts and bridges where these structures are adversely affecting water quality and beneficial uses, such as blocking fish passage.
- c. Complete visible projects that successfully demonstrate the benefits of having a vehicle fee for stormwater management.

2. Education: Increase understanding and support among local agency staff, private builders, consultants, and the public for using and maintaining effective, stormwater pollution prevention, treatment, and flow control BMPs associated with streets and parking lots.

Objectives:

1. Outreach/Promotion:

- a. Help to implement local, street and parking lot projects that demonstrate the effective use and aesthetic benefits of landscape-based stormwater pollution prevention, treatment, and flow control BMPs.
- b. Increase the understanding and use of culvert and bridge designs that minimize adverse impacts to water quality and support fish passage at locations where streets cross over creeks.

2. Education:

- a. Provide information to municipal staff and private builders about effective plans and specifications for landscape-based stormwater pollution prevention, treatment, and flow control BMPs.
 - i. Enhance the Program's C.3 Stormwater Technical Guidance manual with plans and specifications for incorporating stormwater pollution prevention, treatment, and flow control BMPs for new and retrofitted street and parking lot projects.
 - ii. Where feasible, collect information regarding BMP effectiveness in demonstration projects.
- b. Provide training to municipal staff, builders, and consultants about BMPs that are well suited for use with streets and parking lots under conditions found in San Mateo County. This will include providing training on the BMPs' plans and specifications that will be contained in amendments to the C.3 Stormwater Technical Guidance.

C/CAG AGENDA REPORT

Date: December 13, 2007
To: C/CAG Board of Directors
From: Richard Napier
Subject: Review and approval of Resolution 07-47 authorizing the filing of an application for \$10,000,000 in funding from the 2008 Regional Transportation Improvement Program (RTIP) for the San Mateo County Smart Corridor project
(For further information or questions contact Sandy Wong at 599-1409)

RECOMMENDATION

That the C/CAG Board review and approve resolution 07-47 authorizing the filing of an application for \$10,000,000 in funding from the 2008 Regional Transportation Improvement Program (RTIP) for the San Mateo County Smart Corridor project.

FISCAL IMPACT

None to the direct C/CAG budget.

SOURCE OF FUNDS

The 2008 Regional Transportation Improvement Program (RTIP) is a subset of the 2008 State Transportation Improvement Program (STIP). STIP funding comes from State and Federal fund sources.

BACKGROUND/DISCUSSION

At the November 8, 2007 C/CAG Board meeting, the Board adopted the 2008 State Transportation Improvement Program (STIP) for San Mateo County. The Smart Corridor project is a new project included in the C/CAG adopted 2008 STIP. The Metropolitan Transportation Commission (MTC) requires that every new STIP project must be accompanied with an adopted "Resolution of Local Support" in order to file an application for STIP funding, using the MTC prescribed template. Resolution 07-47 will fulfill that requirement.

ATTACHMENT

Resolution 07-47

RESOLUTION 07-47

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE FILING OF AN APPLICATION FOR \$10,000,000 IN FUNDING FROM THE 2008 REGIONAL TRANSPORTATION IMPROVEMENT PROGRAM (RTIP) FOR THE SAN MATEO COUNTY SMART CORRIDOR PROJECT.

WHEREAS, the City/County Association of Governments of San Mateo County (C/CAG) (herein referred to as “APPLICANT”) is submitting an application to the Metropolitan Transportation Commission (MTC) for ten thousand dollars (\$10,000,000) in funding from the 2008 Regional Transportation Improvement Program (RTIP) for the San Mateo County Smart Corridor project (herein referred to as “PROJECT” or “PROJECTS”) for the MTC 2008 RTIP, as authorized by MTC by Resolution No. 3825 (herein referred to as “PROGRAM”); and

WHEREAS, SB 45 (Chapter 622, Statutes 1997) substantially revised the process for estimating the amount of state and federal funds available for transportation projects in the state and for appropriating and allocating the available funds to these projects; and

WHEREAS, as part of that process, MTC is responsible for programming projects eligible for Regional Improvement Program funds, pursuant to California Government Code Section 14527(b), for inclusion in the RTIP, and submission to the California Transportation Commission, for inclusion in the State Transportation Improvement Program; and

WHEREAS, MTC will review and include, if approved, 2008 RTIP projects in the federal Transportation Improvement Program (TIP); and

WHEREAS, MTC has requested eligible transportation project sponsors to submit applications nominating projects to be programmed for Regional Improvement Program funds in the RTIP; and

WHEREAS, applications to MTC must be submitted consistent with procedures, conditions, and forms it provides transportation project sponsors; and

WHEREAS, APPLICANT is a sponsor of transportation projects eligible for Regional Improvement Program funds; and

WHEREAS, the RTIP project fact and fund sheet of the project application, attached hereto and incorporated herein as though set forth at length, lists the project, purpose, schedule and budget for which APPLICANT is requesting that MTC program Regional Improvement Program funds for inclusion in the RTIP; and

WHEREAS, Part 2 of the project application, attached hereto and incorporated herein as though set forth at length, includes the certification by APPLICANT of assurances required by SB 45 in order to qualify the project listed in the RTIP project nomination sheet of the project application for programming by MTC; and

WHEREAS, as part of the application for 2008 RTIP funding, MTC requires any resolution adopted by the responsible implementing agency to state that the project will comply with the

procedures specified in the “Timely Use of Funds Provisions and Deadlines” (MTC Resolution No. 3825, Attachment 1, Pages 14-15, and as may be further amended).

NOW, THEREFORE, BE IT RESOLVED, that APPLICANT approves the assurances set forth in Part 2 of the project application, attached to this resolution; and be it further

RESOLVED, that APPLICANT will comply with the provisions and requirements of the “Timely Use of Funds Provisions and Deadlines” (MTC Resolution No. 3825, Attachment 1, Pages 14-15, and as may be further amended), that PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the MTC federal TIP, and that APPLICANT and PROJECT will comply with the requirements as set forth in the 2008 RTIP Policies and Procedures (MTC Resolution No. 3825); and therefore be it further

RESOLVED, that APPLICANT has reviewed the project and has adequate staffing resources to deliver and complete the project within the schedule set forth in the RTIP project fact and fund sheet of the project application, attached to this resolution; and be it further

RESOLVED, that APPLICANT is an eligible sponsor of projects in the State Transportation Improvement Program; and be it further

RESOLVED, that APPLICANT is authorized to submit an application for State Transportation Improvement Program funds for PROJECT; and be it further

RESOLVED, that there is no legal impediment to APPLICANT making applications for Regional Improvement Program funds; and be it further

RESOLVED, that there is no pending or threatened litigation which might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED, that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC to program Regional Improvement Program funds into the RTIP, for the projects, purposes and amounts included in the project application attached to this resolution; and be it further

RESOLVED, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the APPLICANT application referenced herein.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: C/CAG Board of Directors
From: Richard Napier
Subject: Review and approval of Resolution 07-44 authorizing the filing of an application for \$269,000 Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) funding for Ramp Metering Study
(For further information or questions contact Sandy Wong at 599-1409)

RECOMMENDATION

That the C/CAG Board review and approve resolution 07-44 authorizing the filing of an application for Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) funding for Ramp Metering Study.

FISCAL IMPACT

None to the direct C/CAG budget. Federal Surface Transportation Program (STP) and Congestion Mitigation and Air Quality (CMAQ) funding has a minimum 11.47% local match requirement. The needed local match has already been included in the 2007 C/CAG approved budget.

SOURCE OF FUNDS

The MTC funding comes from Federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality (CMAQ) funds. The local match will come from the C/CAG Congestion Relief Fund and/or the San Mateo County share of State Planning funds.

BACKGROUND/DISCUSSION

The San Mateo County Ramp Metering Plan proposes to turn on meters in these three freeway segments:

- US 101 south of Route 92 (This segment has already been turned on).
- US 101 north of Route 92 (Equipment along this segment will be installed by a Caltrans SHOPP project as well as by the widening project from 3rd Ave to Millbrae Ave, targeted for completion in year 2011).
- Interstate 280 (I-280) between the San Francisco County Line and just north of Interstate 380.

As for the I-280 segment, equipment along the northbound on-ramps are already in place. Staff is working with the San Mateo County Ramp Metering Technical Committee (RMTC) as well as Caltrans to prepare the turn-on. However, there is currently no equipment along the southbound on-ramps. Staff has requested MTC for financial assistance in the preparation of a Project Study Report to initiate a capital project to install the needed equipment. MTC has agreed to provide \$269,000 in Federal STP/CMAQ funds for this project. A Resolution of Local Support to file an application to receive this funding using the MTC designated template is required.

ITEM 4.5

ATTACHMENTS

1. Resolution 07-44

RESOLUTION 07-44

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE FILING OF AN APPLICATION FOR FEDERAL SURFACE TRANSPORTATION PROGRAM (STP) AND/OR CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT (CMAQ) FUNDING AND COMMITTING THE NECESSARY NON-FEDERAL MATCH AND STATING THE ASSURANCE TO COMPLETE THE TRAFFIC INCIDENT MANAGEMENT PROJECT.

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

WHEREAS, the City/County Association of Governments of San Mateo County (herein referred as APPLICANT) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$269,000 in funding from the federal Surface Transportation Program (STP) and/or Congestion Mitigation and Air Quality Improvement (CMAQ) program for the San Mateo County Ramp Metering Study project (herein referred as PROJECT) for the MTC 3rd Cycle STP/CMAQ Policy and Programming as adopted by MTC Resolution Number 3723 (herein referred as PROGRAM); and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA) (Public Law 109-59, August 10, 2005) continues the Surface Transportation Program (23 U.S.C. § 133) and the Congestion Mitigation and Air Quality Improvement Program (CMAQ) (23 U.S.C. § 149); and

WHEREAS, pursuant to SAFETEA, and the regulations promulgated there under, eligible project sponsors wishing to receive federal Surface Transportation Program and/or Congestion Mitigation and Air Quality Improvement Program (STP/CMAQ) funds for a project shall submit an application first with the appropriate Metropolitan Planning Organization (MPO), for review and inclusion in the MPO's Transportation Improvement Program (TIP); and

WHEREAS, the Metropolitan Transportation Commission (MTC) is the MPO for the nine counties of the San Francisco Bay region; and

WHEREAS, MTC has adopted a Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised) that sets out procedures governing the application and use of STP/CMAQ funds; and

WHEREAS, APPLICANT is an eligible project sponsor for STP/CMAQ funds; and

WHEREAS, as part of the application for STP/CMAQ funding, MTC requires a resolution adopted by the responsible implementing agency stating the following:

- 1) the commitment of necessary local matching funds of at least 11.47%; and
- 2) that the sponsor understands that the STP/CMAQ funding is fixed at the programmed amount, and therefore any cost increase cannot be expected to be funded with additional STP/CMAQ funds; and
- 3) that the project will comply with the procedures specified in Regional Project Funding Delivery Policy (MTC Resolution No. 3606, revised); and
- 4) the assurance of the sponsor to complete the project as described in the application, and if approved, as included in MTC's TIP; and
- 5) that the project will comply with all the project-specific requirements as set forth in the 3rd cycle STP/CMAQ program.

NOW, THEREFORE, BE IT RESOLVED that City/County Association of Governments of San Mateo County is authorized to execute and file an application for funding under the Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement Program (CMAQ) of SAFETEA for the San Mateo County Traffic Incident Management project and be it further

RESOLVED that the APPLICANT by adopting this resolution does hereby state that:

1. APPLICANT will provide \$43,000 minimum match amount in non-federal matching funds; and
2. APPLICANT understands that the STP/CMAQ funding for the project is fixed at the MTC approved programmed amount, and that any cost increases must be funded by the APPLICANT from other funds, and that APPLICANT does not expect any cost increases to be funded with additional STP/CMAQ funding; and
3. APPLICANT understands the funding deadlines associated with these funds and will comply with the provisions and requirements of the Regional Project Funding Delivery Policy (MTC Resolution No. 3606, as revised); and
4. PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the MTC federal TIP; and
5. APPLICANT and the PROJECT will comply with the requirements as set forth in the 3rd cycle STP/CMAQ program; and therefore be it further

RESOLVED that APPLICANT is an eligible sponsor of STP/CMAQ funded projects; and be it further

RESOLVED that APPLICANT is authorized to submit an application for STP/CMAQ funds for the PROJECT; and be it further

RESOLVED that there is no legal impediment to APPLICANT making applications for the funds; and be it further

RESOLVED that there is no pending or threatened litigation that might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

RESOLVED that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC for STP/CMAQ funding for the PROJECT as referenced in this resolution; and be it further

RESOLVED that a copy of this resolution will be transmitted to the MTC in conjunction with the filing of the application; and be it further

RESOLVED that the MTC is requested to support the application for the PROJECT described in the resolution and to include the PROJECT, if approved, in MTC's TIP.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and approval of Resolution 07-48 for C/CAG to co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program.

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

RECOMMENDATION:

Review and approval of Resolution 07-48 for C/CAG to co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program in accordance with the staff recommendation.

FISCAL IMPACT:

None.

SOURCE OF FUNDS:

Congestion Relief Program funds the El Camino Real Incentive Program. Included in the adopted budget.

BACKGROUND/DISCUSSION:

The C/CAG Board has adopted the El Camino Real Incentive Program. The goals and objectives for the El Camino Real Incentive Program and the Grand Boulevard Initiative are similar and have been working cooperatively. Recognizing this close cooperation and the significant role and commitment that C/CAG has made to the El Camino Real Corridor, the Grand Boulevard Initiative has invited C/CAG to be identified as one of the sponsors for the Grand Boulevard Initiative. There will be no additional financial or other obligation as a result of this sponsorship. C/CAG staff recommends that C/CAG co-sponsor the Grand Boulevard Initiative.

ATTACHMENTS:

Resolution 07-48

ALTERNATIVES:

- 1- Review and approval of Resolution 07-48 for C/CAG to co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program in accordance with the staff recommendation.
- 2- Review and approval of Resolution 07-48 for C/CAG to co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 07-48

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY TO CO-SPONSOR THE GRAND BOULEVARD INITIATIVE WHICH IS CONSISTENT WITH THE ADOPTED EL CAMINO REAL INCENTIVE PROGRAM

WHEREAS, the Board of Directors of the City/County Association of Governments (C/CAG) has representatives from all twenty cities and the County in San Mateo County; and,

WHEREAS, C/CAG wishes to encourage redevelopment of the El Camino Real Corridor; and,

WHEREAS, C/CAG has adopted the El Camino Real Incentive Program to facilitate its redevelopment; and,

WHEREAS, the Grand Boulevard Initiative has the same goals and objectives,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Board will co-sponsor the Grand Boulevard Initiative which is consistent with the adopted El Camino Real Incentive Program.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF DECEMBER 2007.

Deborah C. Gordon, C/CAG Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and approval of \$2,000 to the City of Redwood City for a Grand Boulevard (El Camino Real Corridor) Focused Workshop.

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

RECOMMENDATION:

Review and approval of \$2,000 to the City of Redwood City for a Grand Boulevard (El Camino Real Corridor) Focused Workshop in accordance with the staff recommendation.

FISCAL IMPACT:

Total Cost \$2,000.

SOURCE OF FUNDS:

Congestion Relief Program funds the El Camino Real Incentive Program. Included in the adopted budget.

BACKGROUND/DISCUSSION:

The City of Redwood City has been holding a series of planning presentations at the Little Fox Theatre. These have been very successful with significant presentors in the planning field. Redwood City has agreed to do a workshop on the El Camino Real Corridor (Grand Boulevard). This workshop will benefit all 14 land-use agencies in the El Camino Real Corridor. It will provide a focus on the issues that C/CAG has been emphasizing as part of the El Camino Real Incentive Program. These include Transit Oriented Development, housing in the corridor, and transportation issues. Given the direct linkage of the workshop to the adopted El Camino Real Incentive Program, staff recommends that C/CAG support the Redwood City effort on a cost reimbursement basis up to \$2,000.

ALTERNATIVES:

- 1- Review and approval of \$2,000 to the City of Redwood City for a Grand Boulevard (El Camino Real Corridor) Focused Workshop in accordance with the staff recommendation.

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- 2- Review and approval of \$2,000 to the City of Redwood City for a Grand Boulevard (El Camino Real Corridor) Focused Workshop in accordance with the staff recommendation with modifications.
- 3- No action.

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and approval of Resolution 07-60 authorizing implementation management of the Parks for the Future Measure if approved by the voters.

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

RECOMMENDATION:

Review and approval of Resolution 07-60 authorizing implementation management of the Parks for the Future Measure if approved by the voters in accordance with the staff recommendation.

FISCAL IMPACT:

None to the current C/CAG budget. Up to one percent of the Parks for the Future proceeds (\$16M) can be used for administration (\$160K). It is likely that less than 0.5 percent will be required.

SOURCE OF FUNDS:

Parks for the Future proceeds.

BACKGROUND/DISCUSSION:

In November 2006 the Park for the Future Measure was placed on the ballot but failed to achieve the required two-thirds vote for approval. The supporters are currently working on using the same Parks for the Future Measure and going to the ballot again. Initial discussions are underway. To maximize the funds going to the parks C/CAG was identified to administer the funds similar to the Abandoned Vehicle Abatement Program. Therefore, this is being brought to the Board for their approval.

C/CAG ADMINISTRATION OF THE PARKS FOR THE FUTURE PROCEEDS:

The Parks for the Future Measure, is setup similar to the Abandoned Vehicle Abatement Program (AVA). In this program the policy decisions are decided by law. C/CAG only needs to account for and distribute the funds in accordance with the established law. The administration cost of the AVA program is \$20-30,000 per year.

Up to one percent of the Parks for the Future proceeds can be used for administration. It is projected to raise \$16M, so this would provide \$160,000 for administration. It is likely that less

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than 0.5 percent or \$80,000 will be required. In order to meet the objective of minimal administrative cost all policy issues are addressed by the ballot measure. So all the issues such as formula distribution of funds, maintenance of effort, reporting requirements, and oversight has been worked out and specified in the language of the ballot measure. This is a very practical and cost effective approach for C/CAG to manage the funds. It is a compliment to C/CAG that there is broad support for C/CAG to manage the funds.

For the following reasons staff would recommend that the Board accept and agree to the inclusion of C/CAG as the administrator for the Parks for the Future proceeds:

- 1- Cost effective way to administer the program.
- 2- Identical to the Abandoned Vehicle Abatement Program which requires minimal supervision.
- 3- No controversy since all policy decisions will be specified in the measure.

At this time the action being asked of the Board is not whether or not you agree with the measure. Rather the issue is whether the Board is agreeable to C/CAG administering the Parks for the Future Program. C/CAG staff recommends that the Board accept and agree to C/CAG as the administrator for the Parks for the Future Program. Attached is the Parks for the Future measure language.

ATTACHMENTS:

- Resolution 07-60
- Parks for the Future Measure Ordinance and Language

ALTERNATIVES:

- 1- Review and approval of Resolution 07-60 authorizing implementation management of the Parks for the Future Measure if approved by the voters in accordance with the staff recommendation.
- 2- Review and approval of Resolution 07-60 authorizing implementation management of the Parks for the Future Measure if approved by the voters in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 07-60

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING IMPLEMENTATION MANAGEMENT OF THE PARKS FOR THE FUTURE MEASURE IF APPROVED BY THE VOTERS

WHEREAS, the Board of Directors of the City/County Association of Governments (C/CAG) has representatives from all twenty cities and the County in San Mateo County; and,

WHEREAS, the Parks for the Future Measure would like to minimize the administration cost; and,

WHEREAS, C/CAG is established and cost effectively manages numerous programs; and,

WHEREAS, the Parks for the Future Measure ballot language identifies C/CAG to administer the Measure,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Board will accept the implementation management of the Parks for the Future Measure if approved by the voters.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF DECEMBER 2007.

Deborah C. Gordon, C/CAG Chair

Parks for the Future Measure Ordinance and Language

ORDINANCE NO. _____
BOARD OF SUPERVISORS, COUNTY OF SAN MATEO,
STATE OF CALIFORNIA

* * * * *

AN ORDINANCE PROPOSING A ONE-EIGHTH CENT RETAIL TRANSACTIONS AND
USE TAX FOR PARK AND RECREATION PURPOSES IN SAN MATEO COUNTY

The Board of Supervisors of the County of San Mateo, State of California,

ORDAINS as follows:

SECTION 1. Title.

This ordinance shall be known as the "County of San Mateo Parks for the Future Ordinance". This ordinance shall be applicable in the incorporated and unincorporated territory of the County of San Mateo, which shall be referred to herein as "County".

SECTION 2. Purpose.

This ordinance establishes a one-eighth of one percent retail transactions and use tax in the incorporated and unincorporated areas of the County, for a period of 25 years, for the purposes of funding park acquisition, improvements, maintenance, programs, and operations, including recreation and recreation programs. The ordinance is hereby adopted, and should be interpreted, so as to achieve the purposes set forth herein:

- a. To establish a transactions and use tax at a rate of one-eighth of one percent (0.125%), in the incorporated and unincorporated territories of the County of San Mateo, under the authority provided for in Chapter 2.995 (commencing with Section 7286.90) of Part 1.7 of Division 2 of the California Revenue and Taxation Code, and in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the California Revenue and Taxation Code.
- b. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.
- c. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

- d. To authorize administration of the retail transactions and use tax ordinance in a manner that will, to the greatest degree possible, be consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.
- e. To set a maximum term of twenty-five (25) years during which time this tax shall be imposed pursuant to the authority granted by section 7286.90 of the Revenue and Taxation Code.

SECTION 3. Contract with State Board of Equalization.

Prior to the operative date of the tax, the County shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this retail transactions and use tax; provided, that if the County shall not have contracted with the State Board of Equalization prior to the operative date of the tax, it shall nevertheless so contract and in such a case the operative date of the tax shall be the first day of the first calendar quarter following the execution of such a contract.

SECTION 4. Transactions Tax Rate of One-Eighth of One Percent, and Term.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated and unincorporated territory of this County at the rate of one-eighth of one percent (0.125%) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in this County on and after the operative date of this ordinance. This tax shall be imposed for a maximum period of twenty-five (25) years.

SECTION 5. Place of Sale.

For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

SECTION 6. Use Tax Rate of One-Eighth of One Percent, and Term.

An excise tax is hereby imposed on the storage, use or other consumption in this County of tangible personal property purchased from any retailer on and after the operative date of this ordinance, for storage, use or other consumption in this County at

the rate of one-eighth of one percent (0.125%) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. This tax shall be imposed for a maximum period of twenty-five (25) years.

SECTION 7. Adoption of Provisions of State Law.

Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

SECTION 8. Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, wherever the State of California is named or referred to as the taxing agency, the name of the County shall be substituted therefore. The substitution, however, shall not be made when the word "State" is used as part of the title of the State Controller, State Treasurer, State Board of Control, State Board of Equalization, State Treasury, or the Constitution of the State of California; when the result of that substitution would require action to be taken by or against the County or any agency, officer or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this ordinance; in those sections, including but not necessarily limited to, sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to (1) provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remains subject to tax by the state under the said provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or; (2) impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provisions of that code; and in sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code. The name of the "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this state" in section 6203 and in the definition of that phrase in section 6203.

SECTION 9. Permit Not Required.

If a seller's permit has been issued to a retailer under section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

SECTION 10. Exemptions, Exclusions, and Credits.

- a. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any

city, city and county, or county pursuant to the Bradley-Burns Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

- b. There are exempted from the computation of the amount of transactions tax gross receipts derived from:
- (1) Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the County in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this state, the United States, or any foreign government;
 - (2) Sales of property to be used outside the County which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied;
 - (i) With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his principal place of residence;
 - (ii) With respect to commercial vehicles by registration to a place of business out-of-County, and a declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address;
 - (3) Sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance; and
 - (4) A lease of tangible personal property which is a continuing sale of such property for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

For the purposes of subsections (3) and (4), above, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract of lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract upon notice, whether or not such right is exercised.

- c. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this County of tangible personal property:
- (1) The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance;
 - (2) Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of

such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this state, the United States, or any foreign government. This exemption is in addition to the exemptions provided in sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California;

- (3) If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance; and
 - (4) If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.
 - (5) For the purposes of subsections (3) and (4), above, storage, use or other consumption, or possession, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time during which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 - (6) Except as provided in subparagraph (7), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary or person in the County under authority of the retailer.
 - (7) "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.
- d. Any person subject to use tax under this ordinance may credit against that tax any transactions or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transaction tax pursuant to Chapter 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property, the storage, use or other consumption of which is subject to the use tax.

SECTION 12. Full Text of Measure.

There shall be proposed to the voters of San Mateo County for approval at the election set for November 7, 2006, the following Measure:

San Mateo County 1/8 Cent Sales Tax Measure for Parks and Recreation

This measure authorizes the enactment of a one-eighth (1/8) cent retail transaction and use (sales) tax to fund park acquisition, improvements, maintenance, programs and operations, including recreation and recreation programs, within the incorporated and unincorporated areas of San Mateo County, with the following requirements:

- \$ The tax will be levied for a period of twenty-five (25) years.
- \$ Revenues from the tax may only be used for park acquisition, improvements, maintenance, programs, and operations, including recreation and recreation programs, within the incorporated and unincorporated areas of the County, and shall be used only in accordance with the expenditure plan set forth below.
- \$ During the first year that the tax is levied, net tax revenues, after deduction of administrative expenses, will be apportioned among the County, all cities within the County ("Cities"), and the MidPeninsula Regional Open Space District, the Highlands Recreation District, and the Ladera Recreation District (collectively, "Districts") on the following basis:
 1. The County will receive 42% of net tax revenues.
 2. Districts will receive 6% of net tax revenues. Of the amounts allocated to the Districts, the MidPeninsula Regional Open Space District will receive 70%, the Highlands Recreation District will receive 20%, and Ladera Recreation District will receive 10% of such amounts.
 3. Cities will receive 52% of net tax revenues, with each city to receive a portion of the total Cities' allocation calculated on a per capita basis, using yearly population figures published by the State Department of Finance. Notwithstanding the amounts calculated on a per capita basis, each city will receive from the Cities' allocation a minimum distribution equal to 1.357% of total net tax revenues and the remaining City allocations will be adjusted accordingly.
- \$ In each year after the first year, the County, Districts, and Cities shall share in any growth in sales tax revenues of up to four percent (4%) over the previous year in accordance with the allocation percentages set forth above. In each year after the first year, the Cities and Districts only shall share in any growth in sales tax revenues over the previous year which exceeds four percent (4%). Districts will be allocated 10% and Cities will be allocated 90% of any such sales tax revenues exceeding a four percent (4%) growth in sales tax revenues over the previous year. The allocation of the funds in excess of the 4% growth for the respective District and City will be in proportion to the shares established for each agency for the funds less than 4% growth. For each year after the first year, the method of allocation to each of the Cities and Districts shall be the same as that for first year, including the minimum allocation of 1.357% for each City.
- \$ The County and each city will establish a general fund baseline Parks and Recreation budget for Fiscal Year 2006/07, measured in dollars. The baseline budget will be adjusted every five years, beginning in Fiscal Year 2011/12, and continuing at five year intervals thereafter, by applying the Bay Area Consumer Price Index, published by the Bureau of Labor Statistics, or a successor index.

In order to receive its full share of sales tax proceeds for a given fiscal year, the County and each city must either (1) maintain or increase its Parks and Recreation budget in dollars as measured against the baseline budget, or (2) reduce its Parks and Recreation budget compared to the baseline budget, in percentage terms, no more than the percentage by which the combined budgets of all other non-public safety departments is reduced as measured against the combined budgets of all other non-public safety departments for the prior fiscal year. In the event the County or a city reduces its Parks and Recreation budget compared to the baseline budget, measured on a percentage basis, more than percentage reduction of the combined budgets of all other non-public safety departments over the prior year's combined budgets, or reduces its Parks and Recreation budget compared to the baseline budget, measured on a percentage basis, while the combined budgets of all other non-public safety departments increases in relation to the prior year's combined budgets, the sales tax revenue that would otherwise have been payable to that County or city for that fiscal year shall be reduced by the difference between those percentage variances. For each fiscal year beginning in Fiscal Year 2007/08, before sales tax revenues for that year may be disbursed to the County or city, a resolution must be adopted stating the baseline Parks and Recreation budget in dollars; the Parks and Recreation budget in dollars for the fiscal year; the reduction in percentage terms of the Parks and Recreation budget from the baseline, if any; and the variance in percentage terms of the combined budgets for all other non-public safety departments from the combined budgets for the prior fiscal year. The County and each City shall certify the data provided. All requests for disbursement must be made within the fiscal year for which the measure funds are made available or the funds will not be disbursed to the city or County and will be rolled over for the next year. For purposes of this section, neither the baseline Parks and Recreation budget, nor any yearly Parks and Recreation budget used for purposes of the calculations set forth herein, shall include any revenues from the sales tax disbursed pursuant to this measure.

§ The following expenditure plan represents allocations for the first year of sales tax revenue collection and distribution (Fiscal Year 2006-07), and is based on population figures published by the State Department of Finance on January 1, 2006. The allocations will change from year to year based on the allocation specified above, changes in published populations, and any adjustments based on the failure of an entity to maintain its required general fund baseline Parks and Recreation budget.

Expenditure Plan (Fiscal Year 2006-07)

<u>Entity</u>	<u>Population</u>	<u>Percent Allocation of Tax Revenue</u>
County of San Mateo	724,104	42.00%
Highlands Recreation District	N/A	1.20%
Ladera Recreation District	N/A	0.60%
MidPeninsula Regional Open Space District	N/A	4.20%
Atherton, Town of	7,262	1.357%
Belmont, City of	25,648	1.778%
Brisbane, City of	3,744	1.357%
Burlingame, City of	28,322	1.964%
Colma, Town of	1,575	1.357%
Daly City, City of	104,820	7.267%
East Palo Alto, City of	32,083	2.224%
Foster City, City of	29,900	2.073%
Half Moon Bay, City of	12,739	1.357%
Hillsborough, Town of	10,965	1.357%
Menlo Park, City of	30,750	2.132%
Millbrae, City of	20,735	1.438%
Pacifica, City of	38,739	2.686%
Portola Valley, Town of	4,553	1.357%
Redwood City, City of	76,087	5.275%
San Bruno, City of	41,515	2.878%
San Carlos, City of	28,265	1.960%
San Mateo, City of	94,315	6.539%
South San Francisco, City of	61,824	4.286%
Woodside, Town of	5,507	1.357%

Notes:

1. Population figures represent populations served by parks and recreation facilities within the jurisdiction of the specified entity. For the County of San Mateo, the population figure represents the entire County population. City population figures are those published by the State Department of Finance.
2. The estimated yearly tax revenues available for distribution, after deduction for administrative expenses, is approximately \$16,000,000, based on taxable sales during the 2002 calendar year. For FY 2006-07, it is anticipated that revenues will be collected for the last quarter (April-June) only.
3. Tax revenues will supplement any amounts specified by an entity under its annual General Fund Parks and Recreation budget.
4. Funds must be used for parks and recreation purposes, including but not limited to, maintaining and improving park bathrooms, picnic areas and athletic facilities; repairing and upgrading playgrounds and play structures;

improving access to parks and playgrounds for the disabled; preserving natural open spaces; and maintaining hiking, walking and biking trails.

§ Tax revenues received will be deposited into a separate account maintained and administered by the City/County Association of Governments (C/CAG), or a successor entity as may be selected by the County and Cities, which shall calculate the amounts to be allocated to the County, Cities and Districts as provided for in this measure, and distribute such amounts on a quarterly basis to the Cities, County and Districts. C/CAG shall audit the distribution and use of the tax revenues distributed pursuant to this measure on a yearly basis, shall audit the performance of the entities receiving tax revenues on a periodic basis, shall consider and approve the audit results in an open meeting, and shall provide a copy of the audit results to the County, the Cities and the Districts. C/CAG shall be entitled to reimbursement for its services from available tax revenues at a rate of one percent (1%) of such revenues for the first full year of such services, with reimbursement to be adjusted for future years based on the actual cost of such services.

§ Any election costs and state startup costs required by state law, borne by the County of San Mateo shall be reimbursed to the County from net tax revenues received during the first year of collection.

SECTION 13. Abbreviated Statement of Measure.

The abbreviated statement of the measure for inclusion on the ballot pursuant to California Elections Code section 13247 shall be as follows:

SAN MATEO COUNTY 1/8 CENT SALES TAX MEASURE FOR PARKS AND
RECREATION

Measure _____.

Shall San Mateo County enact a one-eighth cent sales tax, with annual audits and reports to the community, to support parks and recreation services provided by cities, the county and special districts, including, but not limited to: maintaining and improving park bathrooms, picnic areas and athletic facilities; repairing and upgrading playgrounds and play structures; improving access to parks and playgrounds for the disabled; preserving natural open spaces; and maintaining hiking, walking and biking trails.

SECTION 14. Use of Proceeds.

The proceeds of the tax imposed by this ordinance shall be used in accordance with applicable law and solely for the projects and purposes set forth in the expenditure plan required by this ordinance, and administrative costs as set forth in this ordinance

SECTION 15. Amendments.

All amendments to Part I of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, subsequent to the effective date of this ordinance shall automatically become a part of this ordinance; provided, however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance.

SECTION 16. Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action, or proceeding in any court against the State or the County, or against any officer of the state or the County, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, or any tax or any amount of tax required to be collected.

SECTION 17. Severability.

If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstance shall not be affected thereby.

SECTION 18. Operative Date; Period of Tax Imposition.

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adopting being as set forth throughout this ordinance.

This ordinance relates, in substantial part, to the levying and collecting of the County's retail transaction and use taxes and will become effective at the close of the polls on the day of election at which the Measure in Sections 12 and 13 is adopted by a two-thirds (2/3) majority vote of the electors voting on the Measure. The maximum period during which this tax will be imposed is twenty-five (25) years.

* * * * *

C/CAG AGENDA REPORT

Date: December 13, 2007
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: REVIEW AND APPROVAL OF RESOLUTION 07-51 AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH KIMLEY HORN & ASSOCIATES FOR 2020 GATEWAY STUDY PROFESSIONAL SERVICES FOR AN ADDITIONAL \$40,700 FOR A TOTAL OF \$589,700.

(For further information contact Richard Napier at 599-1420 or John Hoang at 363-4105)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 07-51 authorizing the C/CAG Chair to execute an amendment to the agreement with Kimley-Horn & Associates for 2020 Gateway Study professional services for an additional \$40,700 for a total of \$589,700.

FISCAL IMPACT

Not to exceed \$40,700. The net cost for C/CAG's portion is included in the C/CAG Congestion Management Program budget for FY 07/08.

SOURCE OF FUNDS

Funding for the 2020 Gateway Study comes from C/CAG Congestion Management Program, the San Mateo County Transportation Authority, and the Santa Clara Valley Transportation Authority.

BACKGROUND/DISCUSSION

In November 2003, C/CAG had adopted Resolution 03-24 to enter into an agreement with Kimley-Horn for \$500,000 to conduct a study of potential improvements to congestion relating to the Dumbarton Bridge (Peninsula Corridor 2020 Gateway Study) and its connection to Highway 101. The San Mateo County Transportation Authority agreed to reimburse C/CAG 25% of the study cost while the Santa Clara Valley Transportation Authority (VTA) agreed to reimburse C/CAG 50% of the study cost. At the November 9, 2006 meeting, the Board approved a contract amendment to add \$49,000 for additional work to develop Project Study Report Equivalent documents to program state funds allocated for the Corridor Mobility Improvement Account (CMIA).

A significant portion of the tasks for the 2020 Gateway Study are completed including development of the universe of project alternatives and assessment of benefits, construction costs, and potential impacts. A selected number of alternatives were also studied in detail and included traffic analyses and conceptual cost estimates. Public outreach and involvement have also been included during

ITEM 4.9

various stages of the Study. Work on the travel forecasting and traffic operational analysis tasks required more time and resources than originally anticipated therefore resulting in cost overruns for these tasks.

The remaining work to complete the Study includes establishing strategies to identify potential projects for the next phase of the 2020 Gateway Study, finalizing the report, and presenting the findings to the stakeholders and public. It is anticipated that this phase of the 2020 Gateway Study will be completed by April 2008 or earlier.

Cost sharing between C/CAG, the San Mateo County Transportation Authority (TA), and the Santa Clara Valley Transportation Authority (VTA) for this amendment will be determined.

ATTACHMENT

- Resolution 07-51
- Amendment No. 2 to the Agreement Between The City/County Association of Governments of San Mateo County and Kimley-Horn And Associates

RESOLUTION 07-51

* * * * *

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE AGREEMENT WITH KIMLEY-HORN & ASSOCIATES FOR 2020 GATEWAY STUDY PROFESSIONAL SERVICES FOR AN ADDITIONAL \$40,700 FOR A TOTAL OF \$589,700.

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

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

WHEREAS, C/CAG has entered into a joint funding agreement with the San Mateo County Transportation Authority and the Santa Clara Valley Transportation Authority to study alternative transportation solutions to traffic congestion between the Dumbarton Bridge and US 101; and

WHEREAS, C/CAG together with the two aforementioned funding partners have determined that additional time and funds are needed to complete the project.

NOW, THEREFORE, BE IT RESOLVED that the Chair the Board of Directors of C/CAG is hereby authorized to execute an amendment to the agreement with Kimley-Horn and Associates for an additional amount not to exceed \$40,700, to an additive amount of \$589,700, and the ending for the agreement is extended to April 30, 2008. In accordance with C/CAG established policy, the Chair may administratively authorize up to an additional 5% of the total contract amount in the event that there are unforeseen costs associated with the project.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
KIMLEY-HORN AND ASSOCIATES, INC.**

WHEREAS, the Board of Directors of the City/County Association of Governments for San Mateo County (hereinafter referred to as C/CAG), at its November 13, 2003 meeting, approved an agreement with Kimley-Horn and Associates, Inc. (hereinafter referred to as Consultant) to conduct a study of potential improvements to mitigate congestion relating to the Dumbarton Bridge (Peninsula Corridor 2020 Gateway Study) and amended the agreement at its September 14, 2006 meeting; and

WHEREAS, up to an additional forty thousand seven hundred dollars (\$40,700.00) will be required to complete said work; and

WHEREAS, Consultant has reviewed and accepted this amendment;

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

1. The added funding provided to Consultant by C/CAG under this amendment will be no more than forty thousand seven hundred dollars (\$40,700.00) for the completion of the remaining work, thereby making the new maximum total contract amount five hundred eighty nine thousand seven hundred dollars (\$589,700.00); and the ending date for the agreement is hereby extended to April 30, 2008, and
2. All other provisions of the original agreement between C/CAG and Consultant dated November 13, 2003, and amended September 14, 2006 shall remain in full force and effect; and
3. Payment for services under this amendment shall be on a time and materials basis, based upon the receipt of invoices for the actual costs, and with services to be performed only upon the request of C/CAG staff after review of specific work plans for individual tasks; and
4. This amendment to the agreement shall take effect upon signature by both parties.

For C/CAG Chair:

For Consultant:

Deborah C. Gordon, Chair

Signature

By: _____

Date: December 13, 2007

Date: _____

Approved as to form:

Miruni Soosaipillai, C/CAG Legal Counsel

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/ County Association of Governments Board
From: Richard Napier, C/CAG Executive Director
Subject: Review and Approval of Resolution 07-57 authorizing the C/CAG Chair to execute an agreement with Towne Ford for regular service and maintenance of the Ford Hydrogen Shuttle to \$10,000.

(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

That the C/CAG Board Approve Resolution 07-57 authorizing the C/CAG Chair to execute an Agreement with Towne Ford, in Redwood City, for regular service and maintenance of the Hydrogen Shuttle up to \$10,000.

FISCAL IMPACT

Approximately \$5,000 per year for two years.

SOURCE OF FUNDS

AB 1546 – Alternative Fuel Funds

BACKGROUND/DISCUSSION

In accordance with the agreement between Ford Motor Company and C/CAG for the Hydrogen-fueled Vehicle, C/CAG agreed to provide the vehicle with regularly scheduled maintenance.

Staff recommends that the C/CAG board accept the agreement with Towne Ford for regularly scheduled maintenance for the following reasons:

1. Ford Motor Company has shipped parts and equipment to this dealership for the week-long technical training held in October.
2. The dealership installed specialized equipment in anticipation of the training.
3. Two technicians, at this dealership, have been fully trained in maintaining Hydrogen Internal Combustion Engines.
4. The management at Towne Ford is very supportive of alternative-fueled vehicles
5. The terms and conditions for maintenance service meet the needs of this project.

ITEM 4.10

ATTACHMENTS

- Resolution 07-57 Authorizing the C/CAG Chair to execute an Agreement with Towne Ford, in Redwood City, to provide regular service and maintenance of the Hydrogen Shuttle up to \$10,000.
- Agreement between City/County Association of Governments and Towne Ford for Professional Services

RESOLUTION 07-57

**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 AGREEMENT WITH TOWNE FORD, REDWOOD CITY, FOR
REGULAR SERVICE AND MAINTENANCE
OF THE HYDROGEN SHUTTLE UP TO \$10,000**

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

WHEREAS, C/CAG is a joint powers agency representing all twenty-one local jurisdictions in San Mateo County; and

WHEREAS, C/CAG is bound by its agreement with Ford Motor Company to provide maintenance service for the hydrogen-fueled vehicle in a hydrogen safe facility with hydrogen internal combustion engine trained technicians, and

WHEREAS, the C/CAG Board has determined that it is in C/CAG's best interest to secure the services of a qualified contractor to provide regularly scheduled maintenance for the hydrogen- fueled vehicle; and

WHEREAS Towne Ford has all the required equipment and technical expertise to provide maintenance and repair services in a hydrogen safe facility.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute said agreement with Towne Ford for an amount not to exceed \$10,000 for and on behalf of C/CAG, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND TOWNE FORD FOR
PROFESSIONAL SERVICES**

This Agreement entered this 30th Day of October, 2007, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Towne Ford located at 1601 El Camino Real in Redwood City, California; hereinafter called "Contractor."

WITNESSETH

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

WHEREAS, C/CAG desires to engage the Contractor to render vehicle maintenance services on the Ford H2ICE (hydrogen fueled shuttle) hereafter called "vehicle."

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

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A.
2. Payments. In consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Contractor as set forth in Exhibit A up to a maximum not to exceed amount of \$10,000 for two years on a time and materials basis.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any

attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. Contract Term. This Agreement shall be in effect as of October 30, 2007 and shall terminate on October 30, 2009; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all approved deliverables provided by the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement.

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

7. Insurance: Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

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

Required insurance shall include:

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

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

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

8. Non-discrimination. The Contractor and its subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis 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. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
10. Sole Property of C/CAG: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
11. Agreement Renewal. This Agreement may be renewed for an additional two (2) years upon approval by the C/CAG Board and Contractor.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor


which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

Contractor

By  11/28/07
Date

Contractor Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____
Deborah C. Gordon, C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____
Miruni Soosaipillai, C/CAG Counsel

Exhibit A
Scope of Services

Maintenance, Repairs and Training

Vehicle shall be maintained and repaired at the following Ford approved facility:

Towne Ford
1601 El Camino Real
Redwood City, CA 94063-2197

The Ford Dealership, listed above, will provide the following:

1. Staff the above repair facility with one repair technician who will have all required licenses, certificates and training under any applicable laws and will perform vehicle maintenance and repairs on all vehicle systems as directed in the hydrogen engine vehicle technician service manual and one technical assistant who will also have all required licenses, certificates and training under applicable laws. Dealership shall ensure both the technician and the technical assistant are trained by Ford.
2. Equip the facility with all necessary tools and equipment, including, but not limited to, a vehicle hoist, 120 volt outlets, shop air, workbenches and a standard set of technician hand repair tools, that are reasonably necessary to repair such Vehicle;
3. Special purpose tools are required to diagnose and repair the Vehicle as detailed in Attachment 1. These tools will be loaned to Towne Ford by the Ford Motor Company and shall be shipped back to Ford Motor Company upon termination of this project. Fair and reasonable costs for shipping to the Ford Motor Company will be paid by C/CAG as necessary.
4. C/CAG shall pay for all normal (i.e. not related to the hydrogen system) vehicle maintenance and upkeep as defined by the applicable standard limited warranty, for the vehicle systems listed in Attachment 5. Amount to be paid by C/CAG for normal maintenance and upkeep will not exceed \$10,000 for the period of two years without prior written approval from C/CAG. Costs for parts and labor are as listed below:

No Stated Labor Rate as Services are based on a fixed price for services rendered:

- For every 3,000 mile service from 3,000 miles to 48,000 miles the cost, in 2007 dollars, is \$205.00 each maintenance service performed.
- For every 6,000 mile service from 6,000 miles to 32,000 miles the cost, in 2007 dollars, is \$269.00 each maintenance service performed.
- For the 15,000 and 45,000 mile services, the cost, in 2007 dollars, is \$297.00 each maintenance service performed.
- For the 30,000 mile service, spark plugs will need to be replaced, the cost in 2007 dollars, is \$869.00, for maintenance service performed.

Estimated total cost, including parts and labor, is \$4,320 in 2007 dollars.

An additional \$ 5,680 is provided to cover any repairs, parts, labor, and cost adjustments during the two-year maintenance period as per prior approval from C/CAG in writing.

Total Estimated costs shall not exceed \$10,000 without prior written approval from C/CAG.

5. C/CAG shall pay for all repairs necessitated by misuse or abuse of the Vehicle or by any accident or collision involving the Vehicle, while in the possession or under the control or direction of C/CAG under this Agreement, except where such accident or collision is caused by defects in the Vehicle design, materials or workmanship. If the repair cost of the vehicle is in excess of \$150,000 C/CAG may elect to withdraw the vehicle from use. Contractor shall notify C/CAG in writing and must obtain approval to proceed with repairs at the estimated costs prior to performing any work.
6. For repairs to the hydrogen system of the Vehicle, and for all repairs covered by the Standard Limited Warranty Contractor shall contact Ford Motor Company to obtain approval prior to proceeding with repairs. C/CAG will not reimburse the contractor for work related to the hydrogen system or for work covered by the Standard Limited Warranty.

Technical Support.

Ford Motor Company has an agreement with C/CAG to provide and pay for technical support for the Vehicle, specific to the hydrogen system, over the term of this Agreement, commencing on October 11, 2007. The hydrogen system includes engine, fuel storage, fuel delivery, fuel monitoring and related control systems. "Technical support" means (i) training of C/CAG fleet service personnel to maintain and service the Vehicle as described in Attachment 2 and incorporated herein by reference, (ii) providing Vehicle maintenance provisions via web-based vehicle service manuals, and (iii) providing engineering support via telephone. If a problem cannot be resolved in a reasonable and timely manner through telephone consultation, Ford Motor Company will provide the required field engineering support.

Inspection and Report.

Contractor agrees to allow Ford Motor Company and/or C/CAG to inspect the Vehicle at any time and to otherwise observe the Vehicle in operation at such times and at the contractor's facility. Contractor shall provide Ford Motor Company and/or C/CAG with such mileage, maintenance, safety, operating, or other information or copies of any such records maintained by the Contractor with respect to the Vehicle as Ford Motor Company, C/CAG or any governmental agency may require.

At intervals specified by Ford Motor Company, Contractor shall download data from on-vehicle recording devices to a secure wireless portable computer system provided by the Ford Motor Company. Contractor shall forward the downloaded data as soon as possible to a secure Internet server specified by Ford, and shall maintain confidentiality of such data at all times. Ford Motor Company or a Ford Motor Company authorized party shall

supply the necessary software and server access information for this purpose to the Contractor, per Attachment 3.

Each Vehicle has an automatic data transmitting system using cellular or satellite communication links to send limited real-time data such as vehicle position, speed, fuel level and other parameters of interest to a secure Internet server operated for Ford Motor Company. The vehicle portion of the system includes antennas, modems, a global positioning satellite (GPS) unit, and a microprocessor. Contractor shall not disable, modify or interfere with this system in any way.

Features of the Vehicle are described in Attachment 4, E450 H2ICE Vehicle Description.

Attachment 1

SPECIAL TOOLS LIST
This list is being developed
To be provided to Towne Ford by Ford Motor Company

Items	Unit Cost (\$US) estimate	Qty	Total Cost	Items	Unit Cost	Qty	Total Cost
Fuel							
Leak Detector							
a. 3000is	\$6,200						
b. TIF	\$300						
Calcheck	\$2,200						
Fuel Diagnostic Tool	\$4,500						
Stack kit & purge manifold	\$3,500						
Defuel cap	\$20						
Telematics							
a. Flash Drive 1 Gigabyte	\$70						
b. Connectors & Adapters	\$210						
TOTAL (estimate)	\$17,000						

Required Training

Personnel	Drivers Training	First Responder Training	Technician Training
	2 Hr "instructor led" classroom training with vehicle review & short parking lot drive	2 Hr "instructor led" classroom training on vehicle safety features & parking lot review	40-hour "instructor led" training held at various FCSD Training Centers.
Vehicle Drivers	X		
Fleet Operations Personnel	X		Optional
Fleet Maintenance Personnel	X		X
Vehicle Repair Technicians ¹			X
Emergency Personnel		X	

H2ICE DATA GATHERING AND REPORTING SUMMARY

In order to monitor real-world performance and efficiently service the C/CAG vehicle, Towne Ford will acquire, summarize, and perform diagnostic analysis on data from the vehicle for the Ford Motor Company. All data will be treated by Towne Ford and Ford Motor Company as confidential.

Data Sources:

- Vehicle data sent by real-time telematics during vehicle operation.
- Vehicle data downloaded manually or automatically via WiFi or similar wireless connection at the C/CAG's after-hours vehicle parking locations or at the vehicle service facility.
- Data recorded by Recipient and reported to Ford.

Number of Samples, Reporting Frequency:

- Vehicle telematics data will be transmitted automatically.
- Wireless retrieval of vehicle data after hours is intended to be automatic, but the Recipient may from time to time be required to perform this operation manually at Ford's request using tools supplied by Ford.
- Recipient shall keep records of scheduled and unscheduled maintenance, repairs, Ford requested modifications, Ford requested or Recipient initiated diagnostic tests, and driver comments and transmit same to Ford Motor Company on a quarterly basis.

Parameters to be Recorded:

- Vehicle telematics data will consist of variables such as vertical and horizontal vehicle position, speed, engine RPM and load, fuel level, diagnostic codes and other engineering quantities of interest to Ford.
- Wireless vehicle data retrieved after hours will consist of selected transient data records triggered by predefined events and acquired and stored during vehicle operation.
- C/CAG's maintenance data shall include:
 - Log of fluids added
 - Samples of fluids and removed filter elements if requested by Ford
 - Visual inspections/pictures of specified components (e.g. oil separator, etc)
 - Engine or other control/communication module diagnostic test results
 - Driver comments on vehicle performance
 - Records of defueling or purging events (necessary to bring vehicles into non-hydrogen rated facilities or purge hydrogen from the fuel system)

Telematics Data Website:

- Ford engineers may view vehicle telematics data at any time for the purpose of monitoring, analysis or diagnostics.
- Although Ford engineers may use the website to query the vehicle for specific limited data while the vehicle is in operation, no part of the vehicle's performance is controllable from the website.

Data Accuracy and Availability:

- Although Ford will make every reasonable effort to maintain and validate the accuracy of the data acquired, events beyond Ford's control (e.g. sensor, communications or data server failure) may lead to erroneous data reports, missing data or temporarily unavailable data.

E450 H2ICE VEHICLE DESCRIPTION

1. Vehicle description	E450 Cutaway Shuttle Bus
2. Configuration: Enterprises)	Shuttle Bus (Body manufactured By Corbeil
3. Wheelbase	176" WB
4. Body style	Shuttle Bus Body on E450 Chassis
5. Passenger capacity	8 passengers plus wheelchair lift
6. Chair lift capacity	Yes
7. Vehicle length	301.5 "
8. Vehicle width	96"
9. Vehicle height	112.5"
10. Frontal overhang	30"
11. Rear overhang	95.5"
12. Fueling location	Left rear side
13. Power steering	Yes
14. Engine displacement	6.8L V10 Engine , Supercharged
15. Engine horsepower	235 HP
16. Engine torque	310 ft.-lbs.
17. Transmission	Automatic, 5R110W
18. Final drive ratio	4.56:1
19. GVW	14,050 lbs./ 6375 kg
20. Emission level	0.2 gm / BHP-hr NOx (target)
21. OBD compliant	Partially compliant
22. Warranty Company	Vehicle will remain property of the Ford Motor
23. Fuel system	5000 psi storage
24. Fuel capacity	30 kg of gaseous hydrogen (1)
25. Vehicle range	150 miles
26. Tank configuration frame	Rear of vehicle, separate from passenger area, above
27. Fuel tanks liner)	Dynetek W205 Type 3, (carbon fiber wrapped, metal
28. A/C	Yes
29. H2 logos/signage Ford	Signage / Color to be determined by customer and
30. Interior seating configuration	To be determined by Customer and Ford

- (1) The fuel storage volume of the Ford E450 H2ICE vehicle is 30 kg (1,230 liters (water capacity)), which is indicated to appropriately equipped fill stations by an 11.1 kOhm resistor in the vehicle's fill data communication circuits. The vehicle user may experience slow and/or incomplete fills if the station is not able to recognize this.

Non-Hydrogen Vehicle Systems

(Systems that are not part of the hydrogen system, and are therefore covered by either the base E450 warranty or by C/CAG as normal/routine maintenance.)

Brake system
Tires & Wheels
Front suspension
Rear suspension (except rear axle)
Front heater, blower and controls
Driveshaft
Engine & transmission mounts
Front bumper
Front lights
Steering system (except steering pump and hoses)
Radiator
Entertainment system
Airbag
Windshield and wipers
Exhaust system (minus catalyst)
Driver seat and restraint system
Driver side door and window system
Front end body sheet metal
Dash panel trim

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SENTRY SELECT INSURANCE COMPANY
 STEVENS POINT, WISCONSIN
 (A PARTICIPATING STOCK COMPANY)
 A MEMBER OF THE SENTRY FAMILY OF INSURANCE COMPANIES

CERTIFICATE OF INSURANCE

ACCOUNT NUMBER 24-47427

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies below.

Name and Address of Certificate Holder

STATE OF CALIFORNIA ITS
 OFFICERS AGENTS & EMPLOYEES
 DEPARTMENT OF MOTOR VEHICLES
 BUSINESS PARTNER AUTOMATION
 PROGRAM
 2415 1ST AVENUE MSE-383
 SACRAMENTO, CA 95818

Name and Address of the Insured

TOWNE MOTOR CO DBA TOWNE FORD
 SALES
 (A CORPORATION)
 1601 EL CAMINO REAL
 REDWOOD CITY, CA 94063

This certificate is issued on 03-01-2007 and is effective until 03-01-2008. It certifies that policies of insurance listed below have been issued to the insured named above. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Limits shown may have been reduced by paid claims.

Coverage Provided	Policy Number	All Limits in Thousands
Auto Garage Liability	24-47427-01	Each Accident - Garage Operations
-Any Auto		Other Than Auto \$ 1,000
		Auto \$ 1,000
	24-47427-06	Aggregate - Garage Operations
		Other Than Auto \$ 3,000
Umbrella Liability		Each Occurrence \$ 5,000
		General Aggregate \$ 15,000
		Products Aggregate \$ 15,000

If any of the listed policies are cancelled prior to their normal expiration date, the insurer will endeavor to send notice to the certificate holder 30 days in advance. Failure to mail such notice shall impose no obligation or liability of any kind upon the insurer.

80-C1035 (SFA)

TOW 24-47427 01-133904
 08-21-2007
 PAGE 1
 (0004)

0118JN9

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TX
NORTH10

DATE (MM/DD/YYYY)
10/18/07

PRODUCER
Brakke-Schafnitz Ins. Brokers
License #0428915
28202 Cabot Road, Suite 500
Laguna Niguel CA 92677-1251
Phone: 949-365-5100 Fax: 949-365-5161

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Northern Calif. Auto Dealers
INSURER B:
INSURER C:
INSURER D:
INSURER E:

INSURED

Towne Motor Company
Towne Ford Sales & Leasing
1601 El Camino Real
Redwood City CA 94063

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	4529-001	07/01/07	07/01/10	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

Janyalemmatt

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Status Report and Update on the Hydrogen Shuttle Operations
(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

Information Only.

FISCAL IMPACT

N/A

SOURCE OF FUNDS

AB 1546 Countywide Congestion Management Program Funds and San Mateo County Transportation Authority Funds

STATUS

Vehicle Registration

Ford Motor Company, Towne Ford, and the Department of Public Works (DPW) for San Mateo County assisted C/CAG with the necessary signatures to secure a vehicle license for the shuttle. Special recognition goes to DPW for doing an excellent job in working with the Department of Motor Vehicles to get the license and to Towne Ford for doing the verifications on the vehicle.

Fuel – SCVTA (Santa Clara Valley Transportation Authority)

In order for the Parking Company of America operator to fuel the vehicles at SCVTA, Air Products, Inc. had to issue Personal Identification Numbers (PINs) for each driver to C/CAG. The PINs will be administered by the Peninsula Congestion Relief Alliance (Alliance) on “an as needed basis” to drivers fueling at the SCVTA hydrogen station.

All drivers for the shuttle have been given training at SCVTA and have received clearance to obtain the necessary security badges to enter the site.

ITEM 4.11

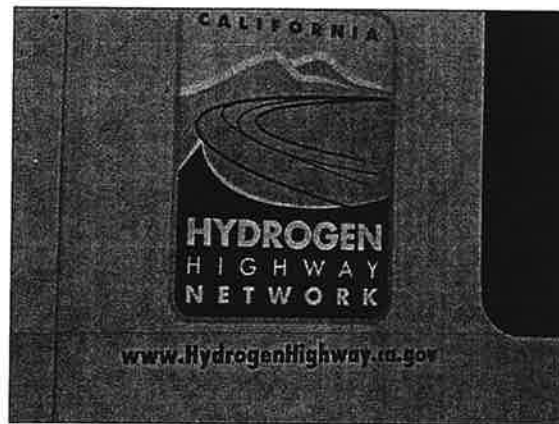
Operations and Management of Shuttle – Peninsula Congestion Relief Alliance (Alliance)

The shuttle ran tests runs between November 16th and November 30th. Overall performance of the shuttle seems to be good. See attachment.

Effective December 3, 2007, the shuttle began its scheduled run from East Palo Alto to the Caltrain Station. See attachment.

Marketing – Buswraps.com

- Decals were installed on the vehicle November 28, 2007 identifying the various sponsors and shuttle destinations.



Press Release and Event

C/CAG, the City of East Palo Alto, San Mateo County Transportation Authority California Air Resources Board, and the Ford Motor Company, are currently working to develop a joint press release. A kick off event is being planned for sometime in early 2008 after the vehicle has been in service for a while.

Vehicle Statistics To Date

Number to miles traveled = total 690 miles on Nov 29, 2007

Number of passengers per trip = average of 4

Total estimated passengers to date = 4 people per trip x 4 trips x 4 working days = 64 passengers

ACTION

None

ATTACHMENTS

- 2006 E450 H2ICE Shuttle Bus Performance
- EPA – East Palo Alto Community Shuttle



2006 E-450 H2ICE Shuttle Bus Performance

Serial Number
589-VP-0014

Vehicle: USACalSanMateo589
Time Zone: America/Los_Angeles

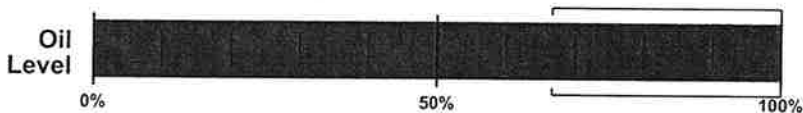
Status: Service Required
Created: Sun 02 Dec 2007 00:00:08

Messages

Average statistics: 14.4 mi/day, 66.00 kRevs/day (computed over last 28 days)

*Note: The fuel economy calculation algorithm is still in development - fuel economy data plotted in the fuel consumption graph may contain outliers (perhaps 2% of the points).

Maintenance



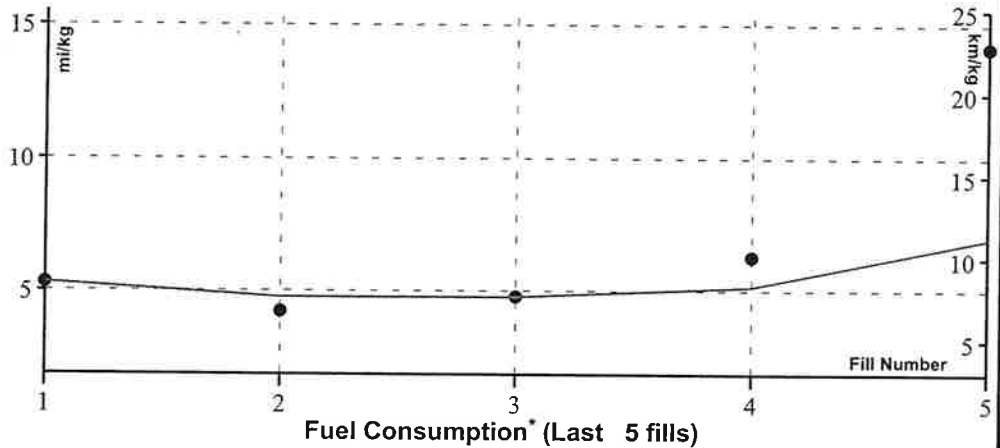
Last OilChange 01 Jan 2007
91mi 147km

Oilchange due at 17 May 2008
3091mi 4975km



Fuel

Post Refuel Keyon	Fuel Used kg
29-Nov-07 12:25	22.0
16-Nov-07 10:29	19.5
23-Oct-07 15:10	5.6
09-Oct-07 06:06	17.3
13-Apr-07 10:53	18.8



Time and Distance

	Sun 25 Nov	Mon 26 Nov	Tue 27 Nov	Wed 28 Nov	Thu 29 Nov	Fri 30 Nov	Sat 01 Dec	Sum	Life Totals
Time (engine running)	-	00h 48m	01h 36m	03h 44m	02h 54m	-	-	09h 04m	56h 26m
Dist mi	-	29.9	23.1	71.4	54.9	-	-	179.2	691.8 mi
km	-	48.0	37.2	114.9	88.3	-	-	288.4	1113.4 km
Revs k	-	86.67	120.19	278.45	230.77	-	-	716.08	4212.8 kR

*This community shuttle
takes you between the
Palo Alto Caltrain Station
and East Palo Alto.*

The shuttle is funded jointly by:

- SamTrans
- SMC Transportation Authority
- City of East Palo Alto
- Bay Area Air Quality Management District
- SMC Human Services Agency

Transit Information:

Llame para información sobre Caltrain y SamTrans

1.800.660.4287

Hearing Impaired: (TTY Only) 650.508.6448

www.smctd.com

SamTrans

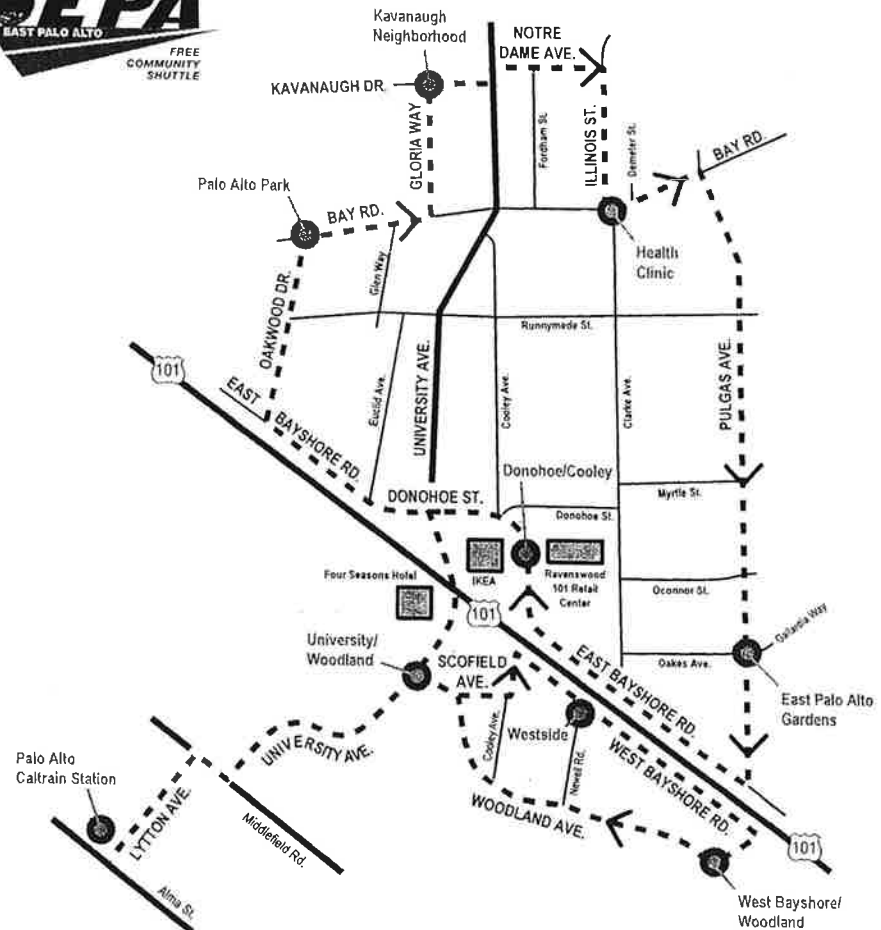
Community Shuttle Service



*Between Palo Alto Caltrain Station
and the City of East Palo Alto*

- 1 Palo Alto Caltrain Station
- 2 Bay Rd. / Oakwood Dr.
Palo Alto Park
- 3 Kavanaugh Dr. / University Ave.
Kavanaugh Neighborhood
- 4 Bay Rd. / Illinois St.
Health Clinic
- 5 Pulgas Ave. / Gallardia Way
East Palo Alto Gardens
- 6 Donohoe St. / Cooley Ave.
IKEA
- 7 West Bayshore Rd. / Newell Ave.
Westside
- 8 Woodland Ave. / West Bayshore Rd.

Effective: December 3, 2007



WEEKDAY SHUTTLE SCHEDULE

CALTRAIN WEEKDAY SCHEDULE

Mornings	
North	South
#101 / 5:01	#102 / 5:51
#103 / 5:36	#104 / 6:21
#305 / 6:05	#206 / 6:57
#309 / 6:23	#208 / 7:18
#207 / 6:36	#210 / 7:26
#313 / 7:05	#314 / 7:51
#215 / 7:16	#216 / 8:01
#319 / 7:23	#218 / 8:18
#217 / 7:36	#220 / 8:26
#323 / 8:05	#324 / 8:51
#225 / 8:16	#226 / 9:01
#329 / 8:23	#228 / 9:18
#227 / 8:36	#230 / 9:26
#233 / 9:11	#134 / 10:03
#135 / 9:41	—
#237 / 10:11	—

Evenings	
North	South
#159 / 3:38	#256 / 3:25
#261 / 4:16	#158 / 4:03
#263 / 4:24	#260 / 4:25
#267 / 5:16	#362 / 4:44
#369 / 5:06	#264 / 5:01
#271 / 5:24	#368 / 5:12
#275 / 5:54	#270 / 5:38
#277 / 6:16	#372 / 5:49
#379 / 6:06	#274 / 6:02
#281 / 6:24	#378 / 6:12
#285 / 6:54	#280 / 6:38
#287 / 7:10	#382 / 6:49
#189 / 7:21	#386 / 7:12
#191 / 8:41	#288 / 7:38
—	#190 / 8:16

NOTE: Not all times shown
12:15 A.M. times
11:05 P.M. times

Mornings

Bay / Oakwood	Gloria Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma	Caltrain - Lytton / Alma	University / Woodland	Bay / Oakwood
5:10	5:12	5:15	5:20	5:25	5:30	5:35	5:45	5:55	6:05	6:10
5:40	5:42	5:45	5:50	5:55	6:00	6:05	6:15	6:15	6:25	6:30
6:15	6:17	6:20	6:25	6:30	6:35	6:40	6:50	6:50	7:00	7:05
6:35	6:37	6:40	6:45	6:50	6:55	7:00	7:10	7:10	7:20	7:25
7:05	7:07	7:10	7:15	7:20	7:27	7:32	7:43	7:45	7:55	8:00
7:25	7:28	7:33	7:38	7:43	7:50	7:55	8:10	8:25	8:35	8:40
8:00	8:03	8:07	8:13	8:18	8:23	8:37	8:43	—	—	—
8:40	8:43	8:46	8:52	8:57	9:02	9:07	9:20	—	—	—

Evenings

Caltrain - Lytton / Alma	University / Woodland	Bay / Oakwood	Gloria / Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma
4:20	4:30	4:35	4:38	4:43	4:48	5:03	5:10	5:15	5:27
5:15	5:25	5:30	5:33	5:38	5:43	5:48	5:55	6:00	6:12
5:30	5:40	5:45	5:48	5:53	5:58	6:03	6:10	6:15	6:27
6:17	6:27	6:32	6:35	6:40	6:45	6:50	6:57	7:02	7:14
6:30	6:40	6:45	6:48	6:53	6:58	7:03	7:10	7:15	7:26
7:17	7:27	7:32	7:35	7:40	7:45	7:50	7:57	—	—
7:41	7:51	7:56	7:59	8:04	8:09	8:14	8:21	—	—

Service does not operate on New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

Late Night

VTA Line 22 (West)	Sam Trans A3 (East)	Sam Trans 390 (South)	Caltrain North	Caltrain South	Caltrain - Lytton / Alma	Bay / Oakwood	Gloria Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma
10:39	10:38	11:05	11:01	10:56	11:10	11:20	11:22	11:25	11:30	11:35	11:43	11:48	11:58
11:05	—	—	—	—	—	—	—	—	—	—	—	—	—
11:34	11:38	—	—	—	—	—	—	—	—	—	—	—	—
12:02	—	12:03	—	—	12:08	12:18	12:20	12:23	12:28	12:33	12:41	12:46	12:56
12:30	—	—	—	—	—	—	—	—	—	—	—	—	—
12:59	—	1:01	12:57	—	1:06	1:16	1:18	1:21	1:26	1:31	1:38	1:43	1:53

Description of Service

The schedule shows scheduled timepoints. The shuttle driver will also stop along the route in East Palo Alto if you wave to the driver in a safe location. In the late evenings, shuttle drivers will wait for late Caltrain or VTA buses (when Caltrain is not operating) for up to 10 minutes. For more information on the East Palo Alto Free Shopper Shuttle or Free Youth Shuttle, please call the East Palo Alto Mobility Manager at (650) 853-7143.

Descripción del Servicio

El itinerario muestra la hora indicada de paradas del autobús. El conductor del autobús se detendrá a lo largo de la ruta en East Palo Alto si se encuentra en un lugar seguro y hace señas con la mano. Por las noches, el conductor del autobús esperara hasta por diez minutos al tren de Caltrain o por el autobús de VTA. (Aun cuando el tren no este en servicio). Para más información acerca de los autobuses gratuitos Free Shopper Shuttle o Free Youth Shuttle de East Palo Alto, por favor llame a Mary Flamer, Gerente de transporte al 650.853-7143.

WEEKEND SHUTTLE SCHEDULE

CALTRAIN WEEKEND SCHEDULE

Mornings	
North	South
#421 / 7:31	#422 / 9:02
#423 / 8:31	#424 / 10:02
#425 / 9:31	#426 / 11:02
#427 / 10:31	#428 / 12:02
#429 / 11:31	#430 / 1:02
#431 / 12:31	#432 / 2:02
#433 / 1:31	#434 / 3:02

Afternoons / Evenings

North	South
#435 / 2:31	#436 / 4:02
#437 / 3:31	#438 / 5:02
#439 / 4:31	#440 / 6:02
#441 / 5:31	#442 / 7:02
#443 / 6:31	#444 / 8:02
#445 / 7:31	#446 / 9:02
#447 / 8:31	#448 / 10:02
#449 / 9:31	#450 / 11:02
#451 / 11:01	#454 / 1:03

NOTE: Not all times shown
12:15 A.M. times
11:05 P.M. times

Mornings

Bay / Oakwood	Gloria / Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma	Caltrain - Lytton / Alma	Bay / Oakwood
6:45	6:47	6:50	6:55	7:00	7:10	7:15	7:25	7:35	7:45
7:45	7:47	7:50	7:55	8:00	8:10	8:15	8:25	8:35	8:45
8:45	8:47	8:50	8:55	9:00	9:10	9:15	9:25	9:35	9:45
9:45	9:47	9:50	9:55	10:00	10:10	10:15	10:25	—	—

Afternoons / Evening

Caltrain - Lytton / Alma	Bay / Oakwood	Gloria / Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma
4:07	4:18	4:20	4:22	4:27	4:32	4:42	4:47	4:57
5:07	5:18	5:20	5:22	5:27	5:32	5:42	5:47	5:57
6:07	6:18	6:20	6:22	6:27	6:32	6:42	6:47	6:57
7:07	7:18	7:20	7:22	7:27	7:32	7:42	7:47	7:57
8:07	8:18	8:20	8:22	8:27	8:32	8:42	8:47	8:57
9:07	9:18	9:20	9:22	9:27	9:32	9:42	9:47	9:57
10:07	10:18	10:20	10:22	10:27	10:32	10:42	10:47	10:57

Service does not operate on New Year's, Memorial Day, July 4th, Labor Day, Thanksgiving and Christmas.

Late Evening

VTA Line 22 (West)	Sam Trans 390 (South)	Caltrain - Lytton / Alma	Bay / Oakwood	Gloria / Kavanagh	Bay / Clarke	Pugas / Oakes	Donohoe / Cooley	W. Bayshore / Woodland	University / Woodland	Caltrain - Lytton / Alma													
SAT	SUN	10:40	10:28	11:05	10:58	10:44	11:10	11:21	11:23	11:25	11:30	11:35	11:42	11:47	11:57								
11:34	11:26	11:42	12:08	12:18	12:20	12:22	12:27	12:32	12:42	12:47	12:57	12:03	11:56	12:37	1:08	1:18	1:20	1:22	1:27	1:32	1:42	1:47	1:57

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: REVIEW AND APPROVAL OF RESOLUTION 07-58 AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE AB1546 INTELLIGENT TRANSPORTATION SYSTEM FUNDING AGREEMENTS (11) FOR A TOTAL OF \$1,244,000

(For further information contact Richard Napier at 599-1420 or John Hoang at 363-4105)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 07-58 authorizing the C/CAG Chair to execute the AB1546 Intelligent Transportation System funding agreements (11) for a total of \$1,244,000.

FISCAL IMPACT

\$1,244,000 of the net revenue collected between July 2005 and December 2008 for the Traffic Congestion Management component of AB1546.

SOURCE OF FUNDS

Funds for these projects are collected from the Vehicle License Fees (VLF) through the AB1546 Program.

BACKGROUND/DISCUSSION

Assembly Bill 1546 (AB1546) imposes an annual fee of up to four dollars (\$4) on motor vehicles registered in San Mateo County to fund traffic congestion management and stormwater pollution prevention programs. The collection of the fees began on July 1, 2005 and terminates on January 1, 2009, unless the program is reauthorized by legislation. Fifty percent of the revenue is allocated to individual jurisdictions within San Mateo County and fifty percent is allocated to C/CAG for Countywide projects (25% for traffic congestion management and 25% for stormwater pollution prevention).

At the November 8, 2007 meeting, the Board approved the AB1546 Countywide Traffic Congestion Management Program to award \$1,244,000 to eleven jurisdictions to fund a total of 62 projects to upgrade signal controller and video detection systems. The final approved program is listed as follows:

ITEM 4.12

Jurisdiction	Award Amount	No. of Projects
Atherton	\$ 85,000	4
Brisbane	\$ 125,000	5
Burlingame	\$ 155,000	7
Daly City	\$ 195,000	13
Foster City	\$ 150,000	5
Menlo Park	\$ 80,000	2
Pacifica	\$ 60,000	4
Redwood City	\$ 64,000	4
San Carlos	\$ 70,000	10
San Mateo	\$ 200,000	20
San Mateo County	\$ 60,000	4
TOTAL	\$ 1,244,000	78

Separate funding agreements between C/CAG and each of the eleven (11) jurisdictions are required in order for the jurisdictions to receive funds through this program. Per the program guidelines, upon completion of the projects, jurisdictions will provide C/CAG a written notice of completion requesting reimbursement for actual construction costs incurred up to the award amount for each respective project. Jurisdictions will have until December 31, 2008 to complete the projects and reimbursement requests can be made to C/CAG up until June 30, 2009.

ATTACHMENT

- Resolution 07-58 (including funding agreements)

RESOLUTION NO. 07-58

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 THE AB1546 INTELLIGENT TRANSPORTATION SYSTEM FUNDING AGREEMENTS (11) FOR A TOTAL OF \$1,244,000

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 collects funds for Countywide Traffic Congestion Management projects through an increase in vehicle license fees in San Mateo County under Assembly Bill 1546 (AB1546); and,

WHEREAS, C/CAG approved the Countywide Traffic Congestion Management Program guidelines for funding projects to upgrade traffic signal controllers and traffic detection systems with closed circuit television (CCTV) cameras; and

WHEREAS, sufficient funds for ITS project have been collected through the vehicle license fee increase; and

WHEREAS, the funding agreements for the Town of Atherton (\$85,000), City of Brisbane (\$125,000), City of Burlingame (\$155,000), City of Daly City (\$195,000), City of Foster City (\$150,000), City of Menlo Park (\$80,000), City of Pacifica (\$60,000), City of Redwood City (\$64,000), City of San Carlos (\$70,000), City of San Mateo (\$200,000), and the County of San Mateo (\$60,000) are attached; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of C/CAG hereby approve the AB 1546 Countywide Traffic Congestion Management Program funding award of \$1,244,000 to Intelligent Transportation System (ITS) projects.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE TOWN OF ATHERTON**

This Agreement entered this _____ Day of _____ 2007, 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 Town of Atherton, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$85,000 to upgrade video detection systems at two (2) project locations and upgrade signal controllers at (2) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to eighty five thousand dollars (\$85,000).
2. **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.
3. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
4. **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.

Town of Atherton

By _____

_____ Date

Town of Atherton Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF BRISBANE**

This Agreement entered this ____ Day of _____ 2007, 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 Brisbane, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$125,000 to upgrade video detection systems at five (5) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to one hundred twenty-five thousand dollars (\$125,000).
2. **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 _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
6. **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.

City of Brisbane

By _____

_____ Date

City of Brisbane Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF BURLINGAME**

This Agreement entered this _____ Day of _____ 2007, 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 Burlingame, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$155,000 to upgrade video detection systems at two (2) project locations and upgrade signal controllers at five (5) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to one hundred fifty-five thousand dollars (\$155,000).
2. **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.
7. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
8. **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.

City of Burlingame

By _____

_____ Date

City of Burlingame Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF DALY CITY**

This Agreement entered this ____ Day of _____ 2007, 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 Daly City, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$195,000 to upgrade signal controllers at thirteen (13) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to one hundred ninety-five thousand dollars (\$195,000).
2. **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.
9. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
10. **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.

City of Daly City

By _____

Date

Daly City Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF FOSTER CITY**

This Agreement entered this ____ Day of _____ 2007, 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 Foster City, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$150,000 to upgrade video detection systems at five (5) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to one hundred fifty thousand dollars (\$150,000).
2. **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.
11. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
12. **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.

City of Foster City

By _____ Date _____

City of Foster City Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____ Date _____
Deborah C. Gordon
C/CAG Chair

C/CAG Legal Counsel

By _____
Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF MENLO PARK**

This Agreement entered this ____ Day of _____ 2007, 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 Menlo Park, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$80,000 to upgrade video detection systems at two (2) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to eighty thousand dollars (\$80,000).
2. **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.
13. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
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.

City of Menlo Park

By _____

_____ Date

City of Menlo Park Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF PACIFICA**

This Agreement entered this ____ Day of _____ 2007, 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 Pacifica, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$60,000 to upgrade signal controllers at four (4) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to sixty thousand dollars (\$60,000).
2. **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.
15. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
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 first above written.

City of Pacifica

By _____

_____ Date

City of Pacifica Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF REDWOOD CITY**

This Agreement entered this ____ Day of _____ 2007, 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 Redwood City, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$64,000 to upgrade signal controllers at four (4) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to sixty-four thousand dollars (\$64,000).
2. **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.
17. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
18. **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.

City of Redwood City

By _____

_____ Date

City of Redwood City Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF SAN CARLOS**

This Agreement entered this _____ Day of _____ 2007, 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, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$70,000 to upgrade signal controllers at ten (10) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to seventy thousand dollars (\$70,000).
2. **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.
19. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
20. **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.

City of San Carlos

By _____

_____ Date

City of San Carlos Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE CITY OF SAN MATEO**

This Agreement entered this ____ Day of _____ 2007, 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 Mateo, hereinafter called "CITY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the CITY was awarded \$200,000 to upgrade signal controllers at twenty (20) project locations; and

WHEREAS, the CITY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the CITY indicating that the projects are completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual construction costs incurred in an amount up to two hundred thousand dollars (\$200,000).
2. **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.
21. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson 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.
22. **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.

City of San Mateo

By _____

_____ Date

City of San Mateo Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____
Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____
Miruni Soosaipillai, C/CAG Counsel

**FUNDING AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND THE COUNTY OF SAN MATEO**

This Agreement entered this ____ Day of _____ 2007, 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 called "COUNTY."

WITNESSETH

WHEREAS, funded through Assembly Bill 1546 (AB1546), C/CAG has established a Countywide Traffic Congestion Management Program for Intelligent Transportation System (ITS) projects including signal controller and video detection upgrades; and

WHEREAS, the COUNTY was awarded \$60,000 to upgrade signal controllers at four (4) project locations; and

WHEREAS, the COUNTY has until December 31, 2008 to complete the projects; and

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

1. **Payments.** Upon receipt of letter and backup information from the COUNTY indicating that the projects are completed, C/CAG shall make payment to the COUNTY on a reimbursement basis for actual construction costs incurred in an amount up to sixty thousand dollars (\$60,000).
2. **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.
23. **Contract Term.** This Agreement shall be in effect as of _____, 2007 and shall terminate on June 30, 2009; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph.
24. **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.

County of San Mateo

By _____

_____ Date

County of San Mateo Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah C. Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Miruni Soosaipillai, C/CAG Counsel

C/CAG AGENDA REPORT

Date: December 13, 2007
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 07-59 authorizing the C/CAG Executive Director to negotiate a Scope of Work for a study to turn on the northbound on-ramp meters along I-280 and further authorize the C/CAG Chair to execute an Amendment to the funding agreement with Fehr & Peers Associates to incorporate said Scope of Work for an additional amount not to exceed \$200,000, to a new maximum total contract amount not to exceed \$417,390

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

RECOMMENDATION

That the C/CAG Board review and approve Resolution 07-59 authorizing the C/CAG Executive Director to negotiate a Scope of Work for a study to turn on the northbound on-ramp meters along I-280 and further authorize the C/CAG Chair to execute an Amendment to the funding agreement with Fehr & Peers Associates to incorporate said Scope of Work for an additional amount not to exceed \$200,000, to a new maximum total contract amount not to exceed \$417,390.

FISCAL IMPACT

\$200,000 has been budgeted for the Ramp Metering program in the 2007/08 C/CAG budget.

SOURCE OF FUNDS

Funding for the Ramp Metering program is from the C/CAG Congestion Relief Plan. The San Mateo County Transportation Authority (SMCTA) has agreed to pay C/CAG up to \$100,000 from Measure A funds as a dollar for dollar match to C/CAG funds for the purpose of funding the ramp metering implementation. As such, the cost sharing between C/CAG and SMCTA is at 50% each, up to a total of \$200,000.

BACKGROUND/DISCUSSION

Now that the meters along on-ramps to US 101 south of Route 92 have been turned on, the next segment that is most ready for metering is Northbound I-280 between the San Francisco County Line and just north of Interstate 380. Equipment along this segment is already in place. Preparation for metering turn-on requires traffic data collection and traffic delay analysis. Traffic analysis is required to set the Metering Rate Plan, to be approved by the Ramp Metering Technical Committee. This is to ensure delays at the on-ramps are minimized. In order to expedite this preparation work, it is recommended that consultant services be obtained, otherwise, this work will be delay by one year if Caltrans personnel was to perform the work.

ATTACHMENT

ITEM 4.13

- Resolution 07-59

RESOLUTION 07-59

* * * * *

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO NEGOTIATE A SCOPE OF WORK FOR A STUDY TO TURN ON THE NORTHBOUND ON-RAMP METERS ALONG I-280 AND FURTHER AUTHORIZE THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE FUNDING AGREEMENT WITH FEHR & PEERS ASSOCIATES TO INCORPORATE SAID SCOPE OF WORK FOR AN ADDITIONAL AMOUNT NOT TO EXCEED \$200,000, TO A NEW MAXIMUM TOTAL CONTRACT AMOUNT NOT TO EXCEED \$417,390.00.

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

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

WHEREAS, C/CAG has entered into an agreement with Fehr & Peers Associates, Inc on September 14, 2006 for the purpose of preparation and monitoring of Congestion Management Program; and

WHEREAS, C/CAG has entered into an amendment with Fehr & Peers Associates, Inc on December 14, 2006 for the purpose of traffic monitoring on selected local streets for traffic condition “before” and “after” meters are turned on in connection to US 101 South metering; and

WHEREAS, C/CAG has determined that additional consulting services are needed to conduct traffic data collection and analysis to set metering rates on the northbound I-280 segment; and

WHEREAS, C/CAG has selected Fehr & Peers Associates, Inc. to provide these additional services.

NOW, THEREFORE, BE IT RESOLVED that the C/CAG Executive Director is authorized to negotiate a Scope of Work for a study to turn on the northbound on-ramp meters along I-280 and that the C/CAG Chair is authorized to execute an Amendment to the funding agreement with Fehr & Peers Associates to incorporate said Scope of Work for an additional amount not to exceed \$200,000, to a new maximum total contract amount not to exceed \$417,390. In accordance with C/CAG established policy, the Chair may administratively authorize up to an additional 5% of the total contract amount in the event that there are unforeseen costs associated with the project.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon Chair

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/ County Association of Governments of San Mateo County of San Mateo
From: Richard Napier, Executive Director
Subject: Review and approval of C/CAG Legislative priorities, positions and Legislative update

(For further information or questions contact Diana Shu at 599-1414)

RECOMMENDATION

That the committee review and approve the proposed 2008 State Legislative Policies and Priorities in accordance with the Legislative Committee recommendations.

FISCAL IMPACT

Many of the priorities listed in the attached document have the potential to greatly increase or decrease the fiscal resources available to C/CAG member agencies.

SOURCE OF FUNDS

New legislation.

BACKGROUND/DISCUSSION

Each year, the C/CAG Board adopts a set of legislative priorities to provide direction to its Legislative Committee, staff, and its Lobbyist. In the past, the C/CAG Board established the policies and priorities that:

- Clearly defined a policy at the beginning of the Legislative Session.
- Identified specific priorities to be accomplished during this session by the Lobbyist
- Limited the activities of C/CAG to areas where we can have the greatest impact.

The adoption of a list of priorities will hopefully maximize the impact of having a Lobbyist represent C/CAG in Sacramento and will also significantly reduce the amount of C/CAG staff time needed to support the program.

ATTACHMENTS

1. C/CAG Proposed Legislative Policies and Priorities For 2008

ALTERNATIVES

1. Accept proposed C/CAG Legislative Policies and Priorities for 2008 with changes
2. Postpone decision until next meeting.

ITEM 5.1

**City/ County Association of Governments
of
San Mateo County**

**Proposed
2008 State Legislative
Priorities**

Table of Contents

Introduction

Key Issues

2007 Legislative Priorities

- Priority #1 - *Secure stable funding to pay for increased NPDES mandates.*
- Priority #2 - *Protect against the diversion of local revenues including the protection of redevelopment funds and programs.*
- Priority #3 – *Protect against increased local costs resulting from State action without 100% State reimbursement for the added costs.*
- Priority #4 – *Support lowering the 2/3rd super majority vote for local special purpose taxes*
- Priority #5 – *Encourage the State to protect transportation funding*
- Priority #6 – *Advocate for revenue solutions to address State budget issues that are also beneficial to Cities/ Counties*

Other Priorities:

Support congestion pricing as a tool to manage traffic congestion.

Support the High Speed Rail Project

Guard the right of local jurisdictions to establish and enforce local land use policy (support the efforts of the League, but do not take an active role).

Support incentives for increasing low and moderate income housing stock, and oppose State housing mandates.

Support alternative energy initiatives

INTRODUCTION

The purpose of this document is to outline to the board, the legislative committee, staff, and to the legislative consultant key state legislative issues of interest to the cities and county that make up the City/ County Association of Governments.

KEY ISSUES

Each legislative year brings its own set of challenges and 2008 will be no exception. As the 2007 year ends, according to the State's Legislative Analyst's Office, the State's projected FY 2007-08 shortfall is estimated to be greater than \$2 billion with an expected gap of \$10 billion in the FY 2008-09 budget.

In November, the California Department of Finance stated that, "The ongoing housing slowdown continues to hamper the California economy. Construction and finance have been notable weak spots in recent employment reports. Home building and home sales slowed significantly in September, while home prices dropped."

Top on the list of issues for the Governor are: home foreclosures, public and private partnerships to meet infrastructure needs, the environment, water reforms, and healthcare.

In 2006, voters approved Proposition 1B which provides \$20 billion in general obligation bonds for transportation projects. In 2007, the legislature appropriated \$4.2 billion in various projects with the bulk of the appropriations going to Local Streets and Road projects. The challenge for local government will be to use these funds or lose it.

The lists of bills contained in this document are not a final list but a representation of the types of bills that C/CAG has interests in. As new bills or amendments are introduced, staff will be adding or deleting bills from this list. Also, as this is the second year, bills that were vetoed in 2007 may be finding new bills to "gut and amend" so it will be an interesting session.

Tables show positions held by:
C/CAG – City/ County Association of Governments
MTC – Metropolitan Transportation Commission
CSAC – California State Association of Counties
LOCC – League of California Cities

S = support
O = oppose
W = watch

Highlighted areas are staff recommended newly proposed policies.

POLICIES AND PRIORITIES

Environment, National Pollution Discharge and Elimination System, Water, and Stormwater Issues

2007 Priority #1

2008 Priority _____

Secure stable funding to pay for increased NPDES mandates.

- Support efforts to exempt NPDES from the super majority voting requirements.
- Include NPDES as a priority for funding in new sources of revenues (i.e. water bonds).
- Advocate for C/CAG and San Mateo County jurisdictions to be identified as a pilot project to receive earmarked funding.
- Support efforts to reduce NPDES requirements as a way to stimulate business development while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways.
- Support efforts to reform the NPDES program while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways.
- Support efforts to place the burden/ accountability of reporting, managing and meeting the NPDES requirements on the responsible source not the City or County.
- Oppose efforts to require quantitative limits and Total Maximum Daily Load (TMDL) measures since there are insufficient scientific methods to evaluate the benefits. For this reason C/CAG instead supports the implementation of Best Management Practices (BMP's) to the maximum extent practicable.

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
AB 938	2 nd policy	Regional water management			S	S
AB 1338	2nd policy	Public resources: local coastal programs: nonpoint source pollution.				S
AB 1380	1 st policy	priority shall be given to projects that benefit underserved communities or that target at-risk youth.				W

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
AB 1489	2 nd fiscal	Resource bond funds: Integrated Regional Water Management Planning Act				W
AB 1602	2 nd policy	Environment: Sustainable Communities and Urban Greening Program.				W
SB 378	2 nd policy	Disaster Preparedness and Flood Prevention Bond Act of 2006.				W
SB 732	2 nd flr	Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006.				W
SB 947	2 nd policy	California Environmental Quality Act: consultation: transportation facilities.				W
SB 1052	1 st desk	Water Supply Reliability Bond Act of 2008.				
SBX 2	1 st Flr	Water quality, flood control, water storage, and wildlife preservation.				
SBX2 - 2	1 st flr	Safe Drinking Water Act of 2008.				
SBX2- 3	1 st fiscal	Water Supply Reliability Bond Act of 2008.				
SBX 2- 4	1 st fiscal	Water resources: bond funds.				
SCA 12	1 st flr	Local government: property-related fees.	S		S	S

Housing, Land Use, and Eminent Domain Issues

2007 Priority # 2a

2008 Priority _____

Protect against the diversion of local revenues including the protection of redevelopment funds and programs.

- The 20% redevelopment housing set aside is the primary source of housing funds for cities and counties and must be protected and preserved.

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
ACA 2	1 st policy	Eminent Domain			O	O
ACA 8	1 st flr	Eminent Domain	S		S	S
AB 887	2 nd Flr	Redevelopment: eminent domain: relocation assistance.	S			W
SB 46	2 nd fiscal	Infill incentive program				W
SB 303	2 nd policy	Local government: land use planning.	O			O
SB 546	2 nd floor	Bond fund expenditures				W

Housing, Land Use, and Eminent Domain Issues

2007 Priority # 2b

2008 Priority _____

- Support League of California Cities, Metropolitan Transportation Commission, and the California State Association of Counties in protecting local revenues including interpretation and implementation of Proposition 1A and 1B

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
AB 995	2 nd flr	Prop 1B Trade Corridors				W
AB 1170	2 nd fiscal	State mandates				W
AB 1351	2 nd fiscal	State and Local Partnerships				W
SB 9	2 nd fiscal	Trade Corridor Improvement project selection				W
SB 286	2 nd fiscal	Transportation bonds: implementation.	S		S	S
SB 375	2 nd fiscal	Transportation planning		S	O	O
SB 748	2 nd Fiscal	State and Local Partnerships		S	S	S

Finance and Government Operations

2007 Priority # 3

2008 Priority _____

Protect against increased local costs resulting from State action without 100% State reimbursement for the added costs.

- Ensure that there is real local representation on State Boards and Commissions that are establishing policies and requirements for local programs.
- Advocate for the appointment of Administration Officials who are sensitive to the fiscal predicament faced by local jurisdictions.
- Oppose State action to dictate wage and benefits for local employees.
- Oppose State action to restrict the ability of local jurisdictions to contract for services.
- Advocate for State actions that are required to take into consideration the fiscal impact to local jurisdictions.

2007 Priority # 4

2008 Priority _____

Support lowering the 2/3rd super majority vote for local special purpose taxes.

- Support bills that reduce the vote requirement for special taxes such as public safety, infrastructure, and transportation.
- Oppose bills that lower the threshold, but dictate beyond the special tax category, how locally generated funds can be spent.
- Support bills that reduce the vote requirement for special taxes but increase the vote requirement for general taxes.

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
AB 239	2 nd Policy	Recording fees: Contra Costa and San Mateo Counties.	S			W
SCA 12	1 st Flr	Eliminate 2/3 majority vote for stormwater	S		S	S

2007 Priority #5

2008 Priority _____

Encourage the State to protect transportation funding

- Support Metropolitan Transportation Commission's proposed legislation to increase regional gas tax up to 10 cents per gallon.
- Urge the State to restrict or eliminate transfer of State transportation funds to the State General Fund.
- Urge the State to continue to pursue a solution to the Federal Ethanol tax problem.
- Urge the State to pay back the previous loans within the next four years. Support Metropolitan Transportation Commission's proposed legislation to fully fund Proposition 42 funds
- Support Metropolitan Transportation Commission's proposed legislation to allow urban counties to swap federal surface transportation program funds for state funds

2007 Priority #6

2008 Priority _____

Advocate for revenue solutions to address State budget issues that are also beneficial to Cities/ Counties

- Support measures to realign the property tax with property related services
- Support measures to ensure that local governments receive appropriate revenues to service local businesses.
- Support measures to collect sales tax on Internet transactions.
- Support expansion of the sales tax to personal and professional services.

Other Transportation

2007 Priority # none

2008 Priority _____

Support congestion pricing as a tool to manage traffic congestion.

- Support a congestion pricing demonstration on the Dumbarton Bridge (such as a high-occupancy-toll lane) to address traffic congestion in the 2020 Peninsula Gateway Corridor study area

2007 Priority # none

2008 Priority _____

Support the High Speed Rail Project

- Support legislation that funds the High Speed Rail Project

Other Housing, Land Use, and Eminent Domain Issues

2007 Priority # none

2008 Priority _____

Guard the right of local jurisdictions to establish and enforce local land use policy (support the efforts of the League, but do not take an active role).

- Oppose efforts to limit the ability of local jurisdictions to determine appropriate land uses within its boundaries.
- Support efforts that provide added flexibility to local jurisdictions so that they can implement smart growth programs.

2007 Priority # none

2008 Priority _____

Support incentives for increasing low and moderate income housing stock, and oppose State housing mandates.

- Support efforts to allow jurisdictions to contribute to affordable housing projects in other jurisdictions and receive State credit for the contribution.
- Oppose State dictated criteria for the approval of housing.
- Support incentives for housing that represent new funding.
- Oppose redirecting existing revenues and adding new requirements.
Support efforts to give jurisdictions increased flexibility to meet housing needs.

Energy and Alternative Fuels

2007 Priority # none

2008 Priority _____

Support alternative energy initiatives

- Support efforts to develop incentives for alternative energy and green building programs including reclaimed water.
- Coordinate with BAWSCA and support efforts to provide a reliable supply of quality water at a fair price.
- Support bills which favor net metering as a way for local jurisdictions to reduce operating costs

Bill	Status	Description	C/CAG	MTC	CSAC	LOCC
AB 1223	2 nd policy	Public utilities: net energy metering			W	W
AJR 3	1 st policy	Low-income home energy assistance.			W	W

C/CAG AGENDA REPORT

Date: December 13, 2008

To: City/County Association of Governments of San Mateo County

From: Richard Napier, C/CAG Executive Director

Subject: Approval of Resolution 07-52 authorizing the C/CAG Chair to execute an Agreement for State Legislative Advocacy professional services for a maximum amount of \$76,000 per year
(The Legislative Committee will make the final recommendation.)

(For further information contact Diana Shu at 599-1414)

RECOMMENDATION

That the C/CAG Board approve Resolution 07-52 authorizing the C/CAG Chair to execute an agreement for State Legislative Advocacy professional services for a maximum amount of \$76,000 per year in accordance with the staff and Legislative Committee recommendation.

FISCAL IMPACT

The total cost of the outside lobbyist for 2008 is \$76,000. This amount has been programmed into the FY 2007-08 C/CAG budget.

SOURCE OF FUNDS

The source of the funds for the lobbyist will be from (1) Congestion Management and (2) National Pollutant Discharge Elimination System (NPDES) revenues.

BACKGROUND/DISCUSSION

Since 2002, C/CAG has used the services of a legislative advocate to move issues of local concern to the state legislature. Staff was instructed by the board to review the need for a legislative advocate. Staff found that the cost to benefit ratio of having a legislative advocate to be on the order one to thirty eight in favor of having an advocate.

Since our current consultant has been with C/CAG since 2002, and has had their contract extended for three consecutive terms, board policy requires another call for proposals to be implemented to ensure that the services received for fees are still in line with other advocates.

On November 2, 2007 staff sent out Requests for Proposals to six potential lobbyists. On November 16, 2007, staff received one proposal, two letters declining the invitation to submit

ITEM 5.2

proposals, and three no responses. The one response was from the incumbent lobbyist. Copies of the responses are attached to this report for reference.

Upon the request of the C/CAG Chair, in conformance to C/CAG policies, interviews with the incumbent will be held to determine whether to re-authorize the incumbent or request staff to issue another call for proposals. A subcommittee composed of members of the Legislative Committee, Irene O'Connell; Deborah C. Gordon, and Richard Napier, will serve on the interview panel.

Based on the outcome of the interviews and review by the Legislative Committee, staff will forward the committee's recommendation to the board at the full C/CAG Board meeting.

ATTACHMENTS

- Resolution 07-52 – Authorizing the C/CAG Chair to Execute an Agreement for State Legislative Advocacy Professional Services for a maximum amount of \$76,000 per year.
- Draft Agreement with Exhibit A
- Advocation, Inc's proposal
- Letters and emails from other lobbyists declining the invitation to submit a proposal for services.

RESOLUTION 07-52

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG) RESOLUTION 07-52 – AUTHORIZING THE
C/CAG CHAIR TO EXECUTE AN AGREEMENT FOR STATE LEGISLATIVE
ADVOCACY PROFESSIONAL SERVICES FOR A MAXIMUM OF \$76,000 PER YEAR**

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

WHEREAS, C/CAG is a joint powers agency representing all twenty-one local jurisdictions in San Mateo County; and

WHEREAS, the C/CAG Board has determined that it is vital and necessary that its interests be actively promoted with the California Legislature and Administration; and

WHEREAS, C/CAG has determined that outside lobbying services would be the most appropriate method to ensure that C/CAG is adequately represented in the legislative and administrative processes in the Capitol of the State of California; and

WHEREAS, xx competed through a request for proposals and qualifications; and

WHEREAS, xx has verified that it is qualified and properly licensed to provide these services; and

WHEREAS, the C/CAG Board has determined that it desires these services for calendar year 2008, ending on December 31, 2008.

NOW, THEREFORE, BE IT RESOLVED that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute said agreement for a maximum amount of \$76,000 per year for and on behalf of C/CAG, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND _____ FOR
PROFESSIONAL SERVICES**

This Agreement entered this 13th Day of December, 2007, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and _____, hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, C/CAG is prepared to enter into an agreement with _____; and

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

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A.
2. Payments. In consideration of Contractor providing the assistance and services authorized by C/CAG staff, C/CAG shall reimburse Contractor based on a monthly invoice submitted by the Contractor and approved by C/CAG that identifies expenditures and describes services performed in accordance with this agreement for a total amount of \$76,000 per year.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any

attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. Contract Term. This Agreement shall be in effect as of December 13, 2007 and shall terminate on December 30, 2008; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all approved deliverables provided by the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by Contractor of its duties under this Agreement.

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

7. Insurance: Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

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

Required insurance shall include:

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

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

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

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

12. Agreement Renewal. This Agreement may be renewed for an additional two (2) years upon approval by the C/CAG Board and Contractor.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

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

Contractor

By _____ Date _____

Contractor Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____ Date _____
Deborah C. Gordon, C/CAG Chair

C/CAG Legal Counsel

By _____
Miruni Soosaipillai, C/CAG Counsel

Exhibit A SCOPE OF SERVICES

The purpose of this contract is to retain a part-time contractor to:

Monitor and review a limited number of pending legislation, policies, and regulations, and Advocate C/CAG's interests with the California Legislature and its members and other parties as appropriate.

Bills tracked by the contractor and the C/CAG Legislative Committee may include any subject matter that is of concern to C/CAG member agencies (20 cities and County). During the active legislative session the contractor will be directed to focus attention on a few specific bills (5 to 10 bills) that will be identified by C/CAG and its Legislative Committee as being high priority.

Some of the typical activities that could be performed by the contractor may include:

General

Assist in the development of strategies for advancing actions at the State level that are beneficial to C/CAG and its member agencies.

Represent and advocate on behalf of C/CAG in its dealings with relevant State agencies and related interest groups including but not limited to 1) California Legislature, 2) Governor's Office, 3) Individual Legislators and their staff members.

Facilitate Communication

Develop and maintain contact with members of the Legislature and state agencies in order to facilitate regular communication with and about C/CAG.

Meet with State representatives on a regular basis to provide briefings on issues of interest or concern to C/CAG.

Solicit input from State representatives on issues of concern to C/CAG and report it to C/CAG on a regular basis.

Arrange appointments with Legislators and other State representatives to meet with C/CAG representatives.

Coordinate with legislative advocates for other public agencies such as the League of California Cities, California State Association of Counties, Metropolitan Transportation Commission, etc.

Monitor and Evaluate

Identify and evaluate the potential impact of proposed legislation, policies, and regulations on C/CAG and its member agencies.

Work with State representatives to identify and amend bills and other proposed legislative or regulatory language in order to meet C/CAG concerns.

Advocate C/CAG's position to appropriate State legislative, executive, and administrative committees, board, and commissions.

Initiate and Advocate

Advise C/CAG on opportunities to pursue C/CAG objectives through the Legislature and various State agencies.

Assist in drafting legislation on behalf of C/CAG.

Formulate and manage strategies to achieve passage of C/CAG's legislative initiatives (if any).

Make presentations to and testify on behalf of C/CAG before legislative and administrative bodies.

Report and Respond

Provide regular reports summarizing the Contractor's activities under the contract with C/CAG.

Appear before the C/CAG Board and/or Legislative Committee to provide an overview and summary of current and future activities or to report on a particular item of concern to C/CAG.

Respond to C/CAG's requests for information about pending State legislation, regulations, or policies.

**Proposal to the City/County Association of Governments of
San Mateo County for Lobbying Services**

Submitted by

Advocation, Inc.
1121 "L" Street, Suite 610
Sacramento, CA 95814
(916) 447-8229
(916) 447-3447 FAX
E-mail: cwilson@advocation-inc.com

Overview and Qualifications

Advocation, Inc., founded in 1971, currently represents over 28 corporations, association and public clients, including such blue-chip companies as Tejon Ranchcorp, the Prudential Insurance Company and Federal Express. Advocation is a California "C" Corporation, and has been designated as a "small business enterprise" by the California Department of General Services.

Advocation has been instrumental in forging key legislative policies on behalf of its clients. Those successes, and others, have helped place Advocation among the top lobbying firms in the state. The most successful lobbyists are those who are best at establishing and maintaining strong working relationships with both legislators and clients, and perhaps no one in Sacramento has proven better at winning friends and influencing people than the Advocation team. Advocation's ability to explain all the merits and demerits of a bill – clearly present both sides of an issue – and the firm's reputation for veracity and knowledge is second to none, perhaps explaining its exceptional legislative success rate for its clients.

Advocation's foremost function is to lobby. We are interested in representing the City/County Association of Governments of San Mateo's (C/CAG) policy objectives by advancing proposals, monitoring legislation and regulations, presenting your position on key issues and assisting in strategic planning regarding your priorities. When necessary, Advocation will implement crisis intervention to protect our client's interests.

Our firm has a strong knowledge of local government issues through our representation of nine local agencies, and our current representation of C/CAG's issues and project priorities in particular since 2003. Advocation has most recently helped garner the successful passage of Assembly Bill 468 (Ruskin, 2007) on behalf of C/CAG which helped clarify an adverse interpretation to the Association's current implementation and management of the abandoned vehicle abatement program. Additionally, in 2004 Advocation sponsored Assembly Bill 1546 (Simitian, 2004) on behalf of CCAG; this measure and resulting \$4 motor vehicle fee has generated millions of dollars for congestion management and the management of storm water pollution within the County. This past legislative year, Advocation sponsored Senate Bill 613 (Simitian, et al.) which would have extended the fee through 2019. Even though the Governor vetoed the measure, in his message he committed to sign a measure with a four year extension after the proper deliberation in the Legislature on the existing pilot program.

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As the legislative game and process changes, as well as the individual Legislators, Advocation is constantly assessing its techniques and interaction in the process. This continues to validate the firm's premiere status among lobbying firms. In addition, Advocation recognizes the increasing importance of well-documented, substantive presentation of the issues to the members of the Legislature. No longer can relationships alone carry the day in the Legislature. Advocation devotes additional resources and staff to develop substantive background information and briefing papers. Critical for the Legislature's understanding of an issue is the identification of the policy underpinnings and background driving the position of C/CAG.

Advocation has extensive qualifications to serve the C/CAG of San Mateo County, including established contacts with the Governor's office, the members of both parties in both houses of the Legislature, the California Congressional delegation, and various cities, counties, special districts and school districts. We have a very close working relationship and access to cabinet-level and other senior staff in the Governor's office and state agencies. We have staff with direct state Administration experience, including Chuck Cole, President of Advocation, who served as Director, Public Employment Relations Board under Republican and Democratic Administrations. Mr. Cole has had an excellent working relationship with Governor Arnold Schwarzenegger and his Administration.

Our reputation for successful lobbying serves to enhance our ability to have an impact on the legislative process for the benefit of our clients. Further, our significant client list affords our lobbyists regular and continual access to decision makers. Such access enables us to maintain and solidify working relationships with the leadership and members of the Legislative and Executive branches of state and local government. The length and breadth of our experience provides us with the familiarity of the process of government that translates into effective advocacy for our clients.

Advocation proposes to assign Mr. Charles Cole as principal lobbyist for CCAG on a day-to-day basis. Advocation agrees to structure Mr. Cole's workload so that he will devote a substantial amount of his time in service to CCAG. In addition, Mr. Cole will be in charge of strategic counsel and communication with key policy makers on behalf of CCAG.

Advocation's office is located at 1121 L Street, Suite 610, Sacramento, California, 95814. This location, right across the street from the Capitol, is ideal for a lobbying firm and its clients. We have a full-time support staff available to assist the C/CAG at any time during the workday. Additionally, our lobbyists are available 24 hours a day, every day of the year by telephone. Two conference rooms and guest offices are available for use by our clients upon request. These facilities have speakerphones, faxes, and live telephone and radio coverage for all legislative hearing rooms. Additionally, we maintain computer based management information systems to monitor legislative issues. Through the legislative bill service, we monitor each bill as it is introduced and amended to identify issues of interest to our clients. We also are on the mailing lists of relevant state agencies.

Proven Experience

Since its first years in business, Advocation has extensively represented private sector interests, starting with the Howard Hughes Corporation back in the 1970's. Throughout the firm's tenure in Sacramento, our client base has diversified to include a broad range of clients, including a variety of local governments. It is our opinion our diversity is our strength. Our "bottom line"

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approach to issues is a private sector perspective that has been valuable to our public sector clients.

There are many firms in Sacramento that tend to specialize in local government and other issue areas. We are generalists by nature and as a result have a broad exposure to legislators and stakeholder interests, which will benefit our clients. Here are some of the projects and legislative initiatives we have worked on for our local government clients over past legislative sessions:

County of Amador

- Secured \$100,000 in the 06/07 budget in Assembly Bill 1820 for the establishment of a community college distance learning center. This funding will be used to match funds from the United State Rural Development Agency. This project is a partnership between the County and Consumnes River College.

Chula Vista

- Secured legislation that provided \$13 million in funding to establish a Veteran's Home in Chula Vista. Created a mechanism and passed legislation to provide a revenue stream of supplemental subventions to pay for Redevelopment Agency bonded indebtedness of \$4 million. Lobbied the Library Bond Allocation panel, which approved and funded library proposals. This resulted in \$6.7 million to build the newest library in Chula Vista. Sought amendments to legislation to make Park Bond funding available for the Chula Vista Nature Interpretive Center. Successfully lobbied legislators and the Governor to help create the Olympic Training Center and provide a \$15 million loan to build the Center.

Oakland

- Assisted the City of Oakland in obtaining over \$20 million of project and revenue funding resources for the following projects: Chabot Space Center and Observatory, Lake Merritt Retaining Walls, D.C. Metal Site – Cal EPA clean up, Sanborn Park, State Apprenticeship funds, Oakland Museum of California, Highway, Outdoor Advertising, Jet fuel sales tax revenue and other transportation related projects.

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

- Secured legislation (AB 1546, Simitian 2004) that authorized the City/County Association of Governments in San Mateo (a joint powers authority) to levy a \$4 motor vehicle fee for storm water/NPDES and congestion management programs. This bill will raise \$10.6 million for these programs.

Visalia

- Secured legislation (AB 2758, Briggs 2002) that authorized the City of Visalia to levy a .25 percent transactions and use tax to be expended solely in providing public safety and law enforcement services in that city. This tax was approved in March of 2004 and will provide \$3.6 million annually for public safety and law enforcement and public safety activities for the next 10 years.

County of Mariposa:

- Sponsoring Senate Bill 277 and 524 (Cogdill) to appropriate up to \$200,000 from the General Fund to the Controller for allocation to counties without cities (Alpine, Mariposa, and Trinity) in recognition of the municipal services they provide.

The abovementioned achievements are only a sampling of what we have done for our local government clients. We have also completed additional local government projects, as well as numerous projects for our private sector clients, which we would be happy to elaborate on in person. We are a results oriented firm, and tend to look for ways to help our clients both fiscally and logistically in seeking their goals and objectives.

The Advocation Team

Chuck Cole

Chuck Cole, President of Advocation, has over 32 years of experience in federal, state, and local government as an official and advocate. Prior to becoming a lobbyist with Advocation, Mr. Cole served as Chief of Staff to the Senate Majority Leader, Barry Keene, where his responsibilities ranged from coordinating Senate Policy initiatives to assisting Senate members in accomplishing their legislative goals. Mr. Cole had also served in several staff positions in the Assembly, including consultant to the Assembly Committees on Water, Parks and Wildlife; Public Employment and Retirement; and Ways and Means. During the 1970-71 Assembly Internship Program he served on the staff of the Assembly Majority Floor Leader, W. Craig Biddle. He also worked in Washington, D.C. for Congressman John V. Tunney of Riverside, California.

In 1975, Mr. Cole was selected to serve as the Executive Director of the newly created Educational Employment Relations Board and was subsequently asked to serve as the Director of the Public Employment Relations Board. He held this position for 12 years and was responsible for implementing the law and coordinating the agencies \$6 million budget.

He is an alumnus of the University of California at Riverside and the University of California at Davis Executive Program. In 2006, Mr. Cole received the first ever "Alumni Service Award" from UCR. Mr. Cole served as the California Marketing Manager for Envirotest Systems Corporation, an international supplier of motor vehicle emission testing and inspection programs.

Before joining the firm he developed extensive experience with local government as an advocate and an official. He served as chair and member of the Sacramento County Planning Advisory Councils for Citrus Heights and Carmichael. In this capacity he reviewed development projects at local community forums and provided recommendations to the County Board of Supervisors.

Celeste Heritage

Celeste Heritage, Vice President of Advocation and legislative advocate, has been with Advocation for 15 years. She has over 30 years of political experience at both the federal and state levels. Ms. Heritage served as deputy to the Director of Polling and Planning in the 1980 and 1984 Reagan/Bush campaigns. In 1981, she served in the Reagan White House as a

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Special Assistant to Edwin Meese, Counselor to the President. In 1986, Ms. Heritage was appointed a Special Assistant in the San Francisco office of the Department of Housing and Urban Development. Ms. Heritage is a graduate of Kent State University.

Advocation is currently adding to its staff to replace Mr. Wes Lujan who recently accepted the position of Director of Public Affairs for California and Nevada for the Union Pacific Railroad. Advocation will continue to keep C/CAG apprised of new employees we may add in the future.

Kevin Cole

Kevin is the newest member of our team. Kevin is the Account Manager for Griffith Solutions which is a Sacramento based software development firm. Kevin has been managing technical staff and serves as the liaison between clients and staff.

In that capacity, he structures project operations in line with client contracts to ensure that they are completed successfully. Kevin also oversees and manages the administrative aspects of his project operations role.

In addition, Kevin is the Business Operations Director of Innovative Government, Inc., a Sacramento based DVBE construction management firm. Utilizing his leadership and interpersonal skills, Kevin is operating a program to provide construction management staffing to large institutions. He is a member of the Urban Land Institute, which is an organization that promotes the responsible use of land in communities worldwide.

Carole Wilson

Ms. Wilson has spent her entire career in the lobbying firm support arena working in another top lobbying firm for over 20 years before coming to Advocation. She is primarily responsible for client legislative support. She acts as the firm's liaison with legislative staff members and the Governor's office; monitors hearings; tracks all legislation and schedules appointments with members of the Legislature and the Administration for lobbyists and clients.

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Current Client List

Aircraft Owners & Pilots Association
Amador Regional Sanitation Agency
California Financial Service Association
California Moving & Storage Association
California Naturopathic Doctors Association
California Sod Producers Association
California Tax Education Council
The Chadmar Group
City of Chula Vista
City of Huntington Beach
City of Visalia
County of Amador
County of Madera
County of Mariposa
County of Plumas
Federal Express Corporation
Fresno County Transportation Authority
Global Discoveries, Ltd.
Grand Pacific Resorts
Kings County Ventures, LLC
National Association of Computer Consultant Businesses (NACCB)
Pacific Merchant Shipping Association
Samaritan Ministries International
San Mateo City/County Association of Governments
Specialty Equipment Market Association (SEMA)
Tejon Ranchcorp
The Prudential Insurance Company

Client References

References:

Please contact the following individuals regarding some of the abovementioned projects referenced in this section and Advocation's work on their behalf in Sacramento.

Ms. Colleen Carnevale
Government Relations Liaison
City of Chula Vista
276 Fourth Avenue
Chula Vista, CA 91910
(619) 409-3801

Ms. Carol Cairns
Assistant City Manager
City of Visalia
425 East Oak Ave., #301
Visalia, CA 93291
(559) 713-4324

Mr. Bob Pickard, Supervisor
County of Mariposa
P.O. Box 784
Mariposa, CA 95338
(209) 966-3222

Mr. Louis Boitano, Supervisor
Mr. Richard Forester, Supervisor
County of Amador
810 Court Street
Jackson, CA 95642
(209) 223-6470

Costs and Proposal for Services

To provide the types of service outlined in this proposal for all bills of concern to C/CAG, we propose to represent the City/ County Association of Government's of San Mateo County (C/CAG) at a rate \$70,000 per year. We would be pleased to discuss this fee based on further clarification of the C/CAG legislative program and the scope of work required.

In addition to all of the requirements contained in the Scope of Service specified in the RFP from C/CAG, the following list of services will be provided for the above-mentioned retainer:

1. Representing C/CAG in meetings or hearings with State agencies, boards, commissions and other legislative bodies, as well as testifying on behalf of C/CAG.
2. Researching and providing information to C/CAG on (a) State laws or proposed legislation, (b) legislative hearings, reports and testimony; (c) State regulations/policies, (d) funding opportunities for proposed C/CAG projects and (e) technical memoranda or reports impacting C/CAG operations.

3. Developing strategies to successfully implement C/CAG's legislative program.
4. Providing sufficient support to lobby aggressively an average of three to four major priority issue areas at any given time, along with six to seven lesser priorities. Support would include proactively searching for potential legislative vehicles relating to those topics and affecting the outcome of those proposals.
5. Providing C/CAG with copies of bills (as introduced or amended) or proposals pertaining to issues of concern/interest to the C/CAG, particularly those affecting or relating to C/CAG's Legislative Program.
6. Tracking legislation and providing C/CAG advance notice, to C/CAG's satisfaction, of hearing or critical actions relating to those bills or issues in which C/CAG has expressed an interest.
7. Delivering letters, as directed by C/CAG, to appropriate committees and members of the Legislature, as well as to executive departments and/or State officials.
8. Preparing briefing materials, provide briefing/meeting space and arrange appointments for County Officials and City staff when those individuals travel to Sacramento in furtherance of C/CAG's Legislative Program.
9. Providing information and/or resources, as available, pertaining to State and Regional Agencies, (and, as reasonably available, pertaining to Federal agencies and legislation) as they affect C/CAG's legislative program.
10. Drafting of appropriate bill text and/or identification of appropriate legislative or administrative vehicles (e.g. spot bills, budget/trailer bills, discretionary action at an agency level, etc.) to carry out C/CAG's legislative goals.
11. Any reports, information, data, statistics, procedures, studies or other form of communication or knowledge provided by Advocation shall be the full and exclusive property of C/CAG.
12. Provide all equipment and personnel to fulfill the requirements for representation of the C/CAG. Personnel shall include more than one support staff member. All staff costs will be paid for by Advocation.
13. Contact appropriate city staff weekly, or more frequently as legislative program priorities dictate, to discuss progress, strategies or other issues.
14. Advocation's legislative unit reads each piece of legislation, all amendments, agency regulations, announcements of hearings and will provide C/CAG with those materials which merit further review by them. Or, if C/CAG prefers to screen all legislation, we will work in conjunction with your staff for comprehensive screening and action.
15. Advocation's legislative unit will maintain a "Bill File" on each piece of legislation introduced in the state legislature. We will provide copies of all proposed or enacted legislation or regulations to C/CAG upon request.
16. Advocation will assist C/CAG in its working relationships with the Governor's Office on relevant matters.
17. Advocation will arrange meetings with members of the state legislature, constitutional and administration officials to discuss matters related to C/CAG and its legislative agenda.
18. Advocation will visit and make presentations to C/CAG on state legislative activities on an as-needed basis, but at least once annually.

Conflicting Views

Over the many years of service to our clients, we have rarely had problems with respect to conflicts of interest or conflicting views among clients. Even in representing both cities and counties, various special districts, premier developers and numerous corporations, we have rarely if ever had a drastic or severe issue(s) that have led clients to have conflicts. Many conflicts can be avoided by identifying key issues and philosophies before a particular client retains our services.

In the event there is a conflict, we communicate the matter to the affected clients and see what kind of compromise can be reached. In the event there is no compromise or available solution, we never pursue a course of action adverse to the interests of any of our clients. We attempt to develop an understanding and solve each matter on a case-by-case basis.



CLINE & DUPLISSEA


November 12, 2007

Diana Y. Shu
C/County Association of Governments
of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

Dear Ms. Shu:

Cline & Duplissea wishes to thank you for your kind invitation to bid for Legislative Advocacy Services for C/CAG. However, we are declining to submit a proposal at this time. Wes Lujan, who currently represents C/CAG provides excellent service and as we know you are in competent hands we wish you well in your future endeavors with Wes.

Sincerely,


William P. Duplissea
CLINE & DUPLISSEA

From: "Paul Yoder" <paul@shawyoder.org>
To: <dshu@co.sanmateo.ca.us>
Date: 11/8/2007 5:16:45 PM
Subject: Re: C/CAG RFP

Diana,

We have decided not to submit a proposal. Thank you for thinking of us and good luck with your process!

-Paul

----- Original Message -----

From: Diana Shu <dshu@co.sanmateo.ca.us>
To: Paul Yoder
Sent: Fri Nov 02 12:23:47 2007
Subject: C/CAG RFP

Hi Paul,

Our agency, C/CAG, recently sent out an RFP to your firm. I am just checking to see if you have received the package. It was sent to Paul Yoder on Oct 29, 2007.

If not, please accept a soft copy of the RFP for your review and consideration.

Thank you,
Diana

CC: "Josh Shaw" <josh@shawyoder.org>

C/CAG AGENDA REPORT

Date: December 13, 2007
To: C/CAG Board of Directors
From: Richard Napier
Subject: Review And Approval Of Resolution 07-50 Authorizing The C/CAG Chair To Execute The Interagency Agreement Between The Metropolitan Transportation Commission (MTC) And C/CAG For Transportation Planning, Programming, And Transportation/Land Use Coordination for FY 2007/08 and FY 2008/09 in an Amount Not To Exceed \$1,090,000.

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

RECOMMENDATION

That C/CAG Board review and approve Resolution 07-50 authorizing the C/CAG Chair to execute the Interagency Agreement between the Metropolitan Transportation Commission (MTC) And C/CAG for Transportation Planning, Programming, and Transportation/Land Use Coordination for FY 2007/08 and FY 2008/09 in an amount not to exceed \$1,090,000.

FISCAL IMPACT

Execution of the interagency agreement between MTC and C/CAG will allow C/CAG to receive up to \$1,090,000 for congestion management planning and programming and transportation-land use coordination for Fiscal Years 2007/08 and 2008/09.

FUND SOURCE

Funding source for Transportation Planning, Programming, and Transportation/Land Use Coordination comes from Federal Surface Transportation Program (STP) of the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU).

BACKGROUND/DISCUSSION

The Transportation Planning and Programming fund is allocated to C/CAG to provide MTC with assistance in implementing federal and state transportation planning and programming by representing the local transportation interests within the county and coordinating with regional, state and federal interests. The Transportation-Land Use Coordination fund is for support of the regional and county transportation for Livable Communities/Housing Incentive Program (TLC/HIP) programs.

ATTACHMENT

- Resolution 07-50
- Interagency Agreement Between The Metropolitan Transportation Commission and City/County Association of Governments of San Mateo County for Fiscal Years 2007/08 and 2008/09.

ITEM 5.3

RESOLUTION 07-50

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE INTERAGENCY AGREEMENT BETWEEN METROPOLITAN TRANSPORTATION COMMISSION AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY for TRANSPORTATION PLANNING, PROGRAMMING, AND TRANSPORTATION/LAND USE COORDINATION FOR FICAL YEARS 2007/08 AND 2008/08 IN AN AMOUNT NOT TO EXCEED \$1,090,000.

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

WHEREAS, the Metropolitan Transportation Commission (MTC) has been designated as the Metropolitan Planning Organization (MPO) and the Regional Transportation Planning Agency (RTPA) for the San Francisco Bay Region; and,

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA) provides that Surface Transportation Program (STP) funds may be allocated for planning and programming activities; and,

WHEREAS, MTC may allocate federal planning funds to C/CAG to assist local transportation planning projects which are necessary components of the urban transportation planning process; and

WHEREAS, C/CAG and MTC wish to set forth the terms and conditions, funding, and scope of work for implementing the joint transportation planning program for the period from July 1, 2007 to June 30, 2009.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County authorizing the Chair to execute the Interagency Agreement between MTC and C/CAG for transportation planning, programming, and transportation/land use coordination in an amount not to exceed \$1,090,000.

PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF DECEMBER 2007.

Deborah C. Gordon Chair

INTERAGENCY AGREEMENT

BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION

AND

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

**PLANNING AND PROGRAMMING,
AND
TRANSPORTATION – LAND USE**

FOR

FISCAL YEARS 2007-2008 and 2008-2009

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INTERAGENCY AGREEMENT

**Between METROPOLITAN TRANSPORTATION COMMISSION
And CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
For TRANSPORTATION PLANNING, PROGRAMMING, AND
TRANSPORTATION/LAND USE COORDINATION**

This Agreement, effective as of July 1, 2007, is entered into by and between the Metropolitan Transportation Commission (hereafter "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the TRANSPORTATION AUTHORITY OF MARIN (hereafter "AGENCY").

WITNESSETH

WHEREAS, MTC has been designated as the Metropolitan Planning Organization (MPO - federal) and the Regional Transportation Planning Agency (RTPA - state) for the San Francisco Bay Region; and

WHEREAS, the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA) Third Cycle Surface Transportation Program (STP) and Congestion Mitigation and Air Quality Improvement (CMAQ) Project Selection Criteria and Programming Policy guides the programming of federal funds authorized by SAFETEA; and

WHEREAS, SAFETEA provides that STP funds may be allocated for planning and programming activities; and

WHEREAS, MTC is an eligible recipient of STP planning funds for the San Francisco Bay Region; and as such, MTC may allocate federal planning funds to AGENCY to assist local transportation planning projects which are necessary components of the urban transportation planning process required under 23 CFR 450.100 *et seq.*; and

WHEREAS, the parties wish to set forth the terms and conditions, funding, and scope of work for implementing the MTC/AGENCY joint transportation planning program for the period from July 1, 2007 to June 30, 2009.

NOW, THEREFORE, the parties hereto agree as follows:

1.0 GENERAL

AGENCY assumes the responsibility for certain planning and programming activities, work tasks and products that support MTC's FY 2007-2008 Overall Work Program (OWP). MTC will administer the pass-through of STP funds from the U.S. Department of Transportation

(DOT) to AGENCY in accordance with this Agreement, with the OWP, and with the federal regulations regarding the transportation planning process.

2.0 INTERAGENCY AGREEMENT ADMINISTRATION

The administration of this Agreement will be conducted by MTC staff. Day-to-day management of individual projects required under this Agreement is assigned to the appropriate Program Manager at AGENCY and Project Manager at MTC, as follows:

To MTC: Attention: Sean Co
 Metropolitan Transportation Commission
 101 - 8th Street
 Oakland, CA 94607-4700

To AGENCY: Attention: Sandy Wong, Deputy Director
 City/Co. Assn. of Govts. of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063-1665

3.0 FUNDING

A. AGENCY and MTC agree that, pursuant to this Agreement, MTC shall allocate to AGENCY a total of one million ninety thousand dollars (\$1,090,000) in STP federal general planning funds apportioned in accordance with Section 4.0.

B. STP funding from DOT shall be contingent upon approval by the Federal Transit Administration (FTA) and the Federal Highway Administration (FHWA) of MTC's OWP and Transportation Improvement Program. Should DOT amend the OWP after the effective date of this Agreement to reduce the amount of available STP funds, MTC will reduce AGENCY's share of STP funds proportionately and shall, after consultation with the AGENCY, amend the Scope of Work as necessary to reflect the reduced level of funding.

C. AGENCY shall provide non-federal matching funds of 1:1.47 percent of the total project cost.

4.0 SCOPE OF WORK AND BUDGET

In consideration of the funding detailed herein, AGENCY shall complete the work tasks and products as set forth in Appendix A, Scope of Work, MTC/CMA Planning and Programming Agreement, and Appendix A-1, Scope of Work, Transportation – Land Use Work Program, attached hereto and incorporated herein by this reference. Compliance with federal and state financial reporting requirements shall be AGENCY's responsibility.

Subject to annual federal appropriations and adoption of MTC's budget, MTC agrees to pay AGENCY up to five hundred forty-five thousand dollars (\$545,000) in FY 2007-2008 and an additional five hundred forty-five thousand dollars (\$545,000) in FY 2008-2009, as set out in Appendix B, Budget, for the planning and programming activities described under the Scopes of Work (Appendices A and A-1) to this Agreement. Unspent funds allocated in fiscal year 2008 will carry over to fiscal year 2009, up to the maximum budgeted amount.

Agency shall not incur expenses of STP funds until after the issuance of a Notice to Proceed (NTP) by MTC, issuance of which is subject to MTC's receipt of federal funding.

5.0 TERM

This Agreement is in effect from July 1, 2007 to June 30, 2010. This Agreement term may be extended by mutual agreement.

6.0 METHOD OF PAYMENT

Eligible costs shall be those set forth in the Office of Management and Budget (OMB) Circular No. A-87, Revised, "Cost Principles Applicable for State, Local and Indian Tribal Governments."

A. Contingent upon AGENCY's satisfactory completion of work products required under Article 7(a) and 7 (b), AGENCY shall submit quarterly invoices to MTC for that portion of the funds available to AGENCY that have been expended. This invoice will be in the format prescribed by MTC, which is included as Appendix C, Invoice Format, attached hereto and incorporated herein by this reference. Payment shall be made by MTC within thirty (30) days of receipt of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager or a designated representative. Approval of an invoice shall not be unreasonably withheld. AGENCY should deliver or mail invoices to MTC, as follows:

Accounts Payable
Metropolitan Transportation Commission
101 8th Street
Oakland, CA, 94607-4700

B. Any withholding of payment by MTC, per Article 8.0 of this Agreement, may be applied to subsequent invoices.

C. Notwithstanding any provisions to the contrary, the final payment for the fiscal year shall not be made until MTC has determined that all work tasks have been completed and all deliverable reports and products have been received as required in the Scopes of Work described in Appendices A and A-1. If MTC determines that tasks have not been completed or

work products have not been received, it shall notify AGENCY in writing of its findings in a prompt manner but no later than thirty (30) days of such determination.

7.0 REPORTS AND PRODUCTS DELIVERABLE

A. Progress Reports: No later than 45 days following the end of each quarter, AGENCY shall submit narrative progress reports to MTC, in the format included as Appendix D, Narrative Progress Report, attached hereto and incorporated herein by this reference.

B. Products Deliverable: AGENCY agrees to develop work products as described under the Scopes of Work contained in Appendices A and A-1. Three (3) copies of each such product shall be included as part of the quarterly report in the quarter such product is due, if not previously delivered to MTC.

C. Identification and Ownership of Documents: All reports and other documents completed as part of this Agreement shall carry the following notation on the front cover or title page:

"The preparation of this report has been financed through a grant from the U.S. Department of Transportation and the Federal Highway Administration. Content of this report does not necessarily reflect the official views or policy of the U.S. Department of Transportation."

MTC and the federal funding agencies shall have the right to reproduce, publish or otherwise use, and authorize others to use, the information developed from federally funded projects.

8.0 DELAYS AND FAILURE TO PERFORM

Whenever AGENCY encounters any difficulty that will delay timely performance of work, AGENCY shall notify MTC in writing. AGENCY agrees to cooperate with MTC to work out a mutually satisfactory course of action.

If MTC determines that (a) AGENCY's failure to complete a product on a timely basis is due to causes solely within AGENCY's control; and/or (b) AGENCY has failed to consider MTC recommendations aimed at facilitating progress toward that product, MTC may impose such sanctions as it may determine appropriate. Sanctions may include requiring AGENCY to refund payments and/or MTC's withholding of payment, due under this Agreement until compliance is achieved.

9.0 AMENDMENTS

This Agreement may be amended by mutual agreement of MTC and AGENCY at any time during the term of the Agreement. All such changes shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule.

Any services added to the Scope of Work of this Agreement by an amendment shall be subject to all applicable conditions of this Agreement. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

10.0 TERMINATION

Either party may terminate this Agreement, in whole or in part, at any time upon ninety (90) days written notice. In this event, AGENCY shall submit a requisition to MTC for an amount representing the actual cost of services performed to the effective date of termination for which AGENCY has not been previously reimbursed. In no event shall the maximum expenditure allowed under this Agreement be exceeded. Upon payment of the amount found due, MTC shall be under no further obligation to AGENCY, monetarily or otherwise.

11.0 USE OF THIRD PARTY CONTRACTS

AGENCY may subcontract for performance of portions of the work required under this Agreement, with the prior written consent of MTC. AGENCY agrees to provide MTC with copies of all subcontracts or amendments to subcontracts exceeding \$25,000 after their execution. MTC reserves the right to review subcontracts or amendments to subcontracts, prior to their execution. All subcontracts must be in accordance with 49 Code of Federal Regulations Part 18, MTC's funding agreement with DOT and any regulations, guidelines and circulars of DOT, applicable as a result of such funding agreement. MTC agrees to provide to AGENCY a copy of its funding agreement with DOT upon request.

AGENCY will include the provisions of this Agreement, as applicable, in any subagreement exceeding \$25,000, including procurement of materials and leases of equipment. AGENCY will take such action with respect to any subagreement or procurement agreement as MTC or agency of DOT may direct as a means of enforcing such provisions, including sanction for noncompliance.

12.0 RECORDS AND AUDITS

A. Records. AGENCY shall maintain full and adequate books, records, accounts, and any and all work products, materials, and other data relevant to its performance under this

Agreement for a minimum of three (3) years following final payment by MTC of funds provided under this Agreement, or four (4) years following the fiscal year of the last expenditure under this Agreement, whichever is longer. Books and accounts shall be maintained in accordance with Generally Accepted Accounting Practices (GAAP).

B. Audits. AGENCY will provide thorough and complete accounting for all funds expended in the performance of this work, to the extent that such funds are provided by MTC as set forth in Section 3 of this Agreement, to the degree necessary to permit regular examination by MTC or federal auditors and consistent with 49 Code of Federal Regulation, Part 18. AGENCY shall permit authorized representatives of DOT, the Comptroller General of the United States, FHWA and MTC to inspect and audit all data and records relating to AGENCY's performance under this Agreement, including data and records pertaining to all subcontracts. All accounting records, data, and supporting documentation will remain available for review and audit for the period specified in Paragraph A of this Article 12. AGENCY shall be responsible for meeting audit requirements of the "Single Audit Act of 1984" as implemented by OMB Circular A-133 and any revision or supplement thereto (subgrantees whose total federal funds from all sources are in excess of \$500,000 are required to undergo and submit a Single Audit Report in accordance with OMB Circular A-133). AGENCY shall annually submit to MTC one (1) copy of its audit completed in accordance with the above-described single audit requirements within thirty (30) days after completion of the audit, but no later than nine (9) months after the close of the fiscal year. If AGENCY fails to comply with the above audit requirement, MTC is not required to provide any STP funds under this Agreement until such audit has been submitted.

13.0 EQUAL EMPLOYMENT OPPORTUNITY

In the performance of services under this Agreement, AGENCY shall not discriminate or permit discrimination against any persons or group of persons on the grounds of race, religious creed, color, national origin, age, ancestry, physical disability, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. AGENCY will comply with all applicable provisions of Executive Order 11246 as amended by Executive Order 11375 and as supplemented by Department of Labor regulations.

14.0 DISADVANTAGED BUSINESS ENTERPRISE (DBE) POLICY

It is the policy of MTC and DOT to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 CFR Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

In connection with the performance of this Agreement, AGENCY will cooperate with MTC in meeting these commitments and objectives.

AGENCY shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement. AGENCY shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of DOT-assisted contracts. Failure by AGENCY to carry out these requirements is a material breach of the contract, which may result in the termination of this Agreement or such other remedy as MTC deems appropriate.

15.0 TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

AGENCY agrees to comply with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000(d)) and the regulations of the DOT issued thereunder (49 C.F.R. Part 21), which are incorporated herein by reference.

16.0 ACCESS REQUIREMENTS FOR INDIVIDUALS WITH DISABILITIES

AGENCY agrees to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

17.0 STATE ENERGY CONSERVATION PLAN

AGENCY shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

18.0 DEBARMENT

AGENCY certifies that neither it, nor any of its subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

19.0 CLEAN AIR AND WATER POLLUTION ACTS

AGENCY agrees to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

20.0 LOBBYING

AGENCY agrees to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 United States Code §1352 and 49 C.F.R. Part 20.

21.0 INTEREST OF PUBLIC OFFICIALS

Persons on the governing boards of any member jurisdiction of AGENCY, or on the governing board of the AGENCY may not, during their tenure, have any interest, direct or indirect, in this Agreement or the proceeds there from.

22.0 INDEMNIFICATION

AGENCY shall indemnify, defend, and hold harmless MTC, its Commissioners, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including any and all costs and expenses in connection therewith), incurred by reason of any act negligent or otherwise wrongful or failure to act of AGENCY, its officers, employees, agents, and subcontractors, or any of them, under or in connection with this Agreement.

MTC shall indemnify, defend, and hold harmless AGENCY, its directors, representatives, agents and employees from and against all claims, injury, suits, demands, liability, losses, damages, and expenses, whether direct or indirect (including any and all costs and expenses in connection therewith), incurred by reason of any act or failure to act of MTC, its Commissioners, officers, employees or agents, or any of them in connection with this Agreement.

23.0 LAWS AND REGULATIONS

AGENCY shall comply with any and all laws, statutes, ordinance, rules, regulations or requirements of the federal, state or local government, and of any agency thereof, which relate to or in any manner affect the performance of this Agreement. Title 49 Code of Federal Regulations Part 18, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" and MTC's funding agreement with DOT are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon MTC as "Recipient" are hereby, in turn, imposed upon AGENCY, and those rights reserved by DOT are hereby reserved by MTC.

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

**METROPOLITAN TRANSPORTATION
COMMISSION**

**CITY/CO. ASSN. OF SAN MATEO
COUNTY**

Therese McMillan, Deputy Director, Policy

Deborah C. Gordon, C/CAG Chair

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APPENDIX A

SCOPE OF WORK

MTC/CMA PLANNING AND PROGRAMMING AGREEMENT

TASKS and PRODUCTS

CONGESTION MANAGEMENT AGENCY / SUBSTITUTE AGENCY PLANNING AND PROGRAMMING FY 2007/2008 and FY 2008/2009 TASKS AND PRODUCTS

Objectives

- To assist MTC in implementing federal and State transportation planning and programming by representing the local transportation interests within the county and coordinating with regional, State and federal interests.
- To disseminate information to and coordinate with local jurisdictions, transit operators, and the local community, including transit users, low-income individuals, bicyclists and pedestrians.
- To prepare and refine transportation plans, programs and projects for the county responsive to federal, State, and regional requirements, goals and policies.
- To coordinate county and city priorities for MTC's Regional Transportation Plan (RTP), Regional Transportation Improvement Plan (RTIP) and other regional efforts.

Description

The Congestion Management Agency (CMA) or formally designated substitute agency of each county shall conduct specific planning and programming activities to assist MTC in meeting the requirements of federal SAFETEA legislation and related State and regional planning and programming policies and guidelines. This shall include coordination of local interests and ongoing participation in the regional Partnership.

Previous and Ongoing Work

- County level Congestion Management Programs (CMPs) and other countywide transportation programs, and affiliated Capital Improvement Programs (CIPs);
- Corridor Management Plans;
- Countywide Transportation Plans; and
- Related planning activities and corridor studies.

Tasks and Related Products

1. Develop Long-Range Countywide Transportation Priorities

In the context of the region's long-term goals, objectives and policies, provide a countywide perspective on major transportation planning issues, including the cities, transit operators and users, bicycle and pedestrian interests, community organizations and other transportation stakeholders. Participate in the development of regional long-term transportation investments policies and strategies by performing the following:

- Assist in implementing this vision through establishing countywide priorities for proposals of projects for MTC's RTP;
- Provide input to other long-range regional transportation planning processes as they may arise;
- Participate in the development of air quality strategies and analysis;
- Update the CMP, if applicable;
- Update the countywide travel demand model, and establish consistency with MTC's model; and
- Include, if required, development or update of a Countywide Plan, as per Government Code Section 66531, at the discretion of the county.

2. System Management and Operations

Assist in MTC, Partnership, and local activities to improve the operation of transportation as an integrated multi-modal system.

- Participate in the development of a System Management Plan and related activities;
- Identify and coordinate operational strategies to improve mobility and accessibility;
- Assist in the development of performance measures;
- Support the implementation of regional customer service projects, and assist in coordinating these projects and programs with others within the county.

3. Establish and Implement Countywide Programming Priorities

- Develop Capital Improvement Programs (CIP), when needed, that reflect multi-modal emphases and priorities, as input to various processes including the RTP, Transportation Improvement Program (TIP), Regional Transportation Improvement Program/State Transportation Improvement Program (RTIP/STIP), and sales tax expenditure plans. Solicit input from the full range of transportation stakeholders, including transit operators and users, bicycle and pedestrian interests, and community organizations and members. The CIP may be part of the CMP or other relevant county or corridor based plans that establish investment needs and priorities;
- Play an active role in planning and programming STIP, STP, Congestion Management and Air Quality Improvement Program (CMAQ), TEA and other State and federal funds;
- Participate in the development of regional criteria for programming transportation investments; and
- Assist MTC in monitoring the progress of funded projects within the county and help project sponsors meet important project delivery deadlines, including STIP and MTC Resolution 3606 deadlines, to ensure funds are not lost to the county or the region.

4. Support additional planning activities

- Provide planning and administrative support for the Lifeline Transportation Program, including project oversight and monitoring.
- Provide project management for community-based planning transportation projects.
- Provide planning and administrative support for bicycle and pedestrian planning and capital improvement projects, including support for the implementation of the routine accommodations checklist.

5. Assist in Development of Legislation

- Assist in the development of regionally sponsored transportation oriented legislation and the development of advocacy positions on proposed legislation.

6. General Tasks

- Serve as a facilitator and liaison for county, city, and transit interests, and as a conduit for MTC for work with local jurisdictions as needed, including addressing federal and State requirements, assisting in corridor studies, disseminating information to local agencies on pertinent funding sources and requirements, regional programs, collecting local data for MTC purposes, etc.;
- Participate in the Bay Area Partnership committees, sub-committees, and working groups; and
- Assist MTC in evaluating technical planning tools (e.g., geographical information systems, signal timing coordination software, refined parking estimation tools, etc.).

<u>Products/Tasks</u>	<u>Delivery Date</u>
Provide input to the Regional Transportation Plan, and other regional studies and planning efforts as needed	Ongoing
Performance Measures as needed (assist development of data)	Ongoing
Incorporate Smart Growth Projections into travel demand models as appropriate. Work with MTC to refine modeling tools for determining impacts of transit oriented developments	Ongoing
Provide oversight/assistance for project delivery	Ongoing
Participation in Partnership Committees	Ongoing
Progress and Financial Reports	Quarterly

APPENDIX A-1

San Mateo County T-PLUS Program FY 2007/2008 & FY 2008/2009 Scope of Work

FY 2007/2008

Task 1. Participate in the Focusing Our Vision (FOCUS) Regional Planning initiative spearheaded by the Association of Bay Area Governments (ABAG) and the Metropolitan Transportation Commission (MTC) in collaboration with the Bay Area Air Quality Management District (BAAQMD).

DELIVERABLES:

1. Provide technical assistance through participation in the FOCUS Working Group.

Schedule: ongoing

Task 2. El Camino Real Incentive Program

DELIVERABLES:

1. Host a planning workshop for local jurisdiction staff utilizing the PLACES model.

Schedule: February 2008

2. Issue call for planning incentives of up to \$50,000 to local jurisdictions in San Mateo County along the El Camino Real corridor.

Schedule: February 2008

Task 3. Promote the Grand Boulevard Initiative in San Mateo County

DELIVERABLES:

1. C/CAG will continue to participate as a member of the Grand Boulevard Task Force and Caltrans Design Standards Working Group.

Schedule: ongoing

2. Pursue a pilot program for urban highway standards.

Schedule: ongoing

3. Work with cities/County and Caltrans on El Camino Real projects to provide some design flexibility.

Schedule: ongoing

Task 4. Work with partner agencies Valley Transportation Authority (VTA) and SamTrans on the recently received Caltrans Transportation Planning Grant for the Grand

Boulevard Multimodal Transportation Corridor Plan for the El Camino Real in Santa Clara and San Mateo Counties.

DELIVERABLES:

1. Execute an MOU with VTA and SamTrans to identify roles and responsibilities.

Schedule: Fall 2007

2. Participate in the project oversight committee to set a schedule for meetings and progress reports throughout the project.

Schedule: as needed

3. Work with VTA and SamTrans to finalize the scope schedule and budget for Caltrans review.

Schedule: Fall 2007

Task 5. Administer and support the C/CAG Transit Oriented Development Housing Incentive Program

DELIVERABLES:

1. Issue call for projects for the 4th cycle of the TOD Program in Fall 2007.

Schedule: Fall 2007

2. Work with local jurisdiction staff to program funding for eligible projects for the 3rd cycle of the program.

Schedule: ongoing

3. Provide technical assistance for jurisdictions through the project delivery process.

Schedule: ongoing

Task 6. Transportation and land use integration

DELIVERABLES:

1. Integrate the results of the Housing Needs Study into the Grand Boulevard Initiative by encouraging land uses that will complement and support the El Camino Real transportation corridor.

Schedule: Fall 2007, ongoing

2. Staff will explore possible policy options as a result of the findings of the Housing Needs Study that could further tie together transportation and land use.

Schedule: ongoing

Task 7. Assist the MTC on Regional TLC/HIP Programs

DELIVERABLES:

1. Provide staff assistance to the MTC for the regional TLC/HIP program when necessary.

Schedule: as needed

2. Provide technical assistance to San Mateo County local agencies on the delivery of their TLC/HIP grant projects.

Schedule: ongoing

Task 8. Coordinated Public Transit Human Services Transportation Plans

DELIVERABLES:

1. Staff will work with local jurisdictions to implement land use recommendations that are developed from the regional Coordinated Public Transit Human Services Transportation Plans and the Community Based Transportation Plans.

Schedule: as needed

Task 9. Parking policies

DELIVERABLES:

1. Staff will support the development and implementation of alternative parking policies to support smart growth as described in the MTC parking study. This will include working with local jurisdictions and transit agencies, where appropriate.

Schedule: as needed

FY 2008/2009

Task 1. El Camino Real Incentive Program

DELIVERABLES:

1. Provide financial incentives to jurisdictions participating in the program.

Schedule: as needed

2. Issue first call for implementation incentives of up to \$50,000 to local jurisdictions in San Mateo County along the El Camino Real corridor.

Schedule: Summer 2008

Task 2. Promote the Grand Boulevard Initiative in San Mateo County

DELIVERABLES:

1. C/CAG will continue to participate as a member of the Grand Boulevard Task Force and Caltrans Design Standards Working Group.

Schedule: ongoing

Task 3. Administer and support the C/CAG Transit Oriented Development Housing Incentive Program

DELIVERABLES:

1. Work with local jurisdiction staff when necessary to program funding for eligible projects for the 4th cycle of the program.

Schedule: ongoing

2. Provide technical assistance for jurisdictions through the project delivery process.

Schedule: ongoing

Task 4. Assist the MTC on Regional TLC/HIP Programs

DELIVERABLES:

1. Provide staff assistance to the MTC for the regional TLC/HIP program when necessary.

Schedule: as needed

2. Provide technical assistance to San Mateo County local agencies on the delivery of their TLC/HIP grant projects.

Schedule: ongoing

Task 5. Coordinated Public Transit Human Services Transportation Plans

DELIVERABLES:

1. Staff will work with local jurisdictions to implement land use recommendations that are developed from the regional Coordinated Public Transit Human Services Transportation Plans and the Community Based Transportation Plans.

Schedule: ongoing, as needed

Task 6. Parking policies

DELIVERABLES:

1. Staff will support the development and implementation of alternative parking policies to support smart growth as described in the MTC parking study. This will include working with local jurisdictions and transit agencies, where appropriate.

Schedule: as needed

APPENDIX B

BUDGET

Estimated Cost by Funding Source:

MTC STP	\$	1,090,000	MTC STP	88.53%
Local	\$	141,221	CMA	11.47%
Total	\$	<u>1,231,221</u>		

APPENDIX C
INVOICE FORMAT

Local Agency:	
Invoice Number:	
Billing Period	

CMA Work Tasks	Total Budget	Total STP \$ Budgeted	Total Expenditures to Date	Total Expenditures This Period	STP Reimbursement Requested	Local Match
Total	Total	Total	Total	Total	Total	Total

APPENDIX D
MTC/CMA INTERAGENCY AGREEMENT
FEDERAL HIGHWAY ADMINISTRATION - STP FUNDING
NARRATIVE PROGRESS REPORT

Provide separate progress report for:

- Appendix A Workscope (Planning and Programming) and
- Appendix A-1 Workscope (Transportation – Land Use)

FIRST QUARTER FY 2007-2008

Progress: During this quarter... (Describe the work completed during this quarter.)

Next quarter... (Describe the work to be done next quarter.)

Status: The project is/is not on schedule and is/is not within budget. Describe the current status of the project, including project completion date, percent of work completed.

Products: Describe status of products

Date report prepared

Name, Project Director and Title

CONTRACT APPROVAL SHEET

AGENCY:		MTC		
NAME OF CONTRACTOR/CONSULTANT:		CITY/CO. ASSN. OF GOVTS. OF SAN MATEO COUNTY		
PROJECT TITLE:	Transportation Planning, Programming, and Transportation/Land Use Coordination			
	Amount	Approval by Committee (specify) or ED	Committee Approval Date	Funding Source(s)
Original contract	\$1,090,000	Admin	June 13, 2007	STP
WORK ITEM #:	1611	SOLE SOURCE:		
FISCAL YEARS:	2007-2008 2008-2009	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		

REVIEW LIST

Project Manager: _____ Date: _____
 Sean Co

Section Director: _____ Date: _____
 Doug Kimsey

Contract Administration: _____ Date: _____
 Denise Rodrigues¹

IT Review: _____ Date: _____
 Joel Markowitz²

Office of the General Counsel: _____ Date: _____
 Melanie J. Morgan/Cynthia Segal

Deputy Executive Director: _____ Date: _____
 Therese McMillan³/Andrew Fremier⁴

Deputy Executive Director: _____ Date: _____
 Ann Flemer⁵

Finance Section: _____ Date: _____
 Brian Mayhew

Return to Contract Administration

¹ Includes DBE review for all federally-funded contracts.

² IT review for information technology projects affecting MTC's network and computers.

³ Reviews contracts from Planning, Programming & Allocations, and Legislation & Public Affairs.

⁴ Reviews contracts from Bridge Oversight & Operations and other BATA-funded contracts.

⁵ Reviews all contracts from all sections.

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of a Board position requesting that the Metropolitan Transportation Commission (MTC) to include local discretionary funding in the update of the Regional Transportation Plan (RTP) – *Transportation 2035*

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

RECOMMENDATION

That the C/CAG Board review and approve a Board position requesting that the Metropolitan Transportation Commission (MTC) to include local discretionary funding in the update of the Regional Transportation Plan (RTP) – *Transportation 2035*.

FISCAL IMPACT

None.

SOURCE OF FUNDS

None.

BACKGROUND/DISCUSSION

MTC has initiated the update of its long-range Regional Transportation Plan (RTP), the *Transportation 2035*, to be adopted in February 2009. The RTP will detail how the San Francisco Bay Area's transportation system will be maintained, improved and expanded over the next 25 years. The RTP also sets policy to direct transportation funds in the Bay Area, including the sizes of investment in transit and roadway maintenance, operation, and expansion, as well as investments that will benefit bike, pedestrian, seniors and disabled persons.

It is critical that the RTP investment policy maintains a balance between county and regional discretionary funds in the allocation of Federal funding. Providing more county discretion in the use of Federal funds is of paramount importance to C/CAG because C/CAG is much closer to the priorities/needs of San Mateo county jurisdictions. With the flexibility of county discretion, we will be able to determine the best mix of investments in the various modes of transportation in San Mateo County.

Attached is the list of discretionary programs in the current RTP. The three highest priority programs to preserve or increase are: 1) Transit Capital Replacement, 2) Local Streets & Roads Maintenance, and 3) Transportation for Livable Communities.

ATTACHMENTS

- Discretionary Programs in Current RTP
- Letter from Deborah Gordon to Bill Dodd

ITEM 5.4

Discretionary Programs

\$ millions

Transit Capital Replacement

\$1,300

Local Streets & Roads Maintenance

\$990

Transportation for Livable Communities

\$454

Regional Operations Program

\$271

Regional Bicycle/Pedestrian Program

\$200

Lifeline Transportation

\$216

Clean Air in Motion Program

\$36

\$3,467

Source: Transportation 2030 Plan

TRANSPORTATION
2035

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*

December 13, 2007

The Honorable Bill Dodd,
Chair of Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4770

**RE: Local discretionary funding in the update of the Regional Transportation Plan
(RTP) – *Transportation 2035***

Honorable Chairman Dodd,

The City/County Association of Governments (C/CAG) of San Mateo County is the Congestion Management Agency (CMA) for San Mateo County. C/CAG has a strong partnership with MTC, both at the elected and staff levels. We appreciate the leadership and vision set forth by MTC in the regional programs such as the Regional Operations, TLC/HIP, Bike/Pedestrian, Local Streets and Road and Transit Maintenance, Clean Air, and Lifeline programs in the current Regional Transportation Plan (RTP) *Transportation 2030*.

San Mateo County has achieved enormous success in the past given the county share of Federal funding in the various programs mentioned above. We strongly urge the Commission to maintain an investment policy in the new RTP – *Transportation 2035*, in order to achieve a balance between county and regional discretionary funds in the allocation of Federal funding. Providing more county discretion in the use of Federal funds is importance because C/CAG is much closer to the priorities and needs of San Mateo county jurisdictions. With the flexibility of county discretion, we will be able to determine the best mix of transportation investments in San Mateo County in order to achieve the vision and goals set forth by the MTC and the region to improve economic vitality, reduce climate change, and provide equity to all communities.

The three highest priority programs to preserve in funding and local flexibility are: 1) Transit Capital Replacement, 2) Local Streets & Roads Maintenance, and 3) Transportation for Livable Communities.

Our staff stand ready to continue collaboration with MTC staff to develop the RTP update. Please feel free to contact C/CAG Executive Director, Richard Napier, at (650) 599-1420 for further information or questions.

Respectfully,

Deborah C. Gordon, Chair
City/County Association of Governments of San Mateo County

C/CAG AGENDA REPORT

Date: December 13, 2007
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and approval of Resolution 07-61 to establish a Government Energy Baseline Incentive Program for a not to exceed of \$273,000.

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

RECOMMENDATION:

Review and approval of Resolution 07-61 to establish a Government Energy Baseline Incentive Program for a not to exceed of \$273,000 in accordance with the staff recommendation.

FISCAL IMPACT:

\$273,000.

SOURCE OF FUNDS:

Congestion Relief Program funds. These funds come from the Cities and the County.

BACKGROUND/DISCUSSION:

With the passage of AB 32 the issue of greenhouse gas emissions and climate change has become a priority for public policy. C/CAG through the Congestion Management and Environmental Quality Committee (CMEQ) created a Utilities and Sustainability Task Force (USTF) to establish an Energy Strategy. The Energy Strategy is in the final stages of development and a draft should be presented to C/CAG 1Q08. The cornerstone of the strategy is energy and water conservation. Using less energy will result in less greenhouse gas emissions that will benefit the climate. Toward that end Joint Venture Silicon Valley Network has worked with ICLEI Local Governments for Sustainability to establish a group cost for doing a government energy inventory that will help identify opportunities to save energy. The cost for the program is \$13,000 per city/ County. This is likely the most cost effective manner to get an energy baseline for the cities and the County.

GOVERNMENT ENERGY BASELINE INCENTIVE PROGRAM:

Given the importance of establishing an energy baseline for each city and the County it is recommended that C/CAG adopt an incentive program to facilitate getting all 21 energy baselines for the cities and County within the next 18 months. The definition of the program is as follows.

ITEM 5.5

- 1- C/CAG will match on a cost reimbursement basis up to \$6,500 of the cost to do the Joint Venture Silicon Valley Network/ ICLEI government energy inventory (\$13,000).
- 2- Upon request on a case-by-case basis approved by the C/CAG Chair, the limit for cost reimbursement can be increase to cover the total \$13,000 cost.
- 3- The total cost committed to the program is not to exceed \$273,000.

The objective of the program is to get all the cities and the County energy inventory completed within the next 18 months. This will also help educate the respective staffs on the opportunities for conservation programs that help to reduce the climate change impact.

It is proposed that the funds come from the Congestion Relief Program that is funded by the cities and the County. This is adding a new one-time project to the Program. It will be funded by the carryover funds not spent in prior years. The 6/30/07 carryover was \$604,427. This will leave \$331,427 in carryover for the other projects. This will only be on a one-time basis of \$273,000 and may be spread over more than one year.

ATTACHMENTS:

Resolution 07-61
Joint Venture Silicon Valley Network letter dated 10/12/07

ALTERNATIVES:

- 1- Review and approval of Resolution 07-61 to establish a Government Energy Baseline Incentive Program for a not to exceed of \$273,000 in accordance with the staff recommendation.
- 2- Review and approval of Resolution 07-61 to establish a Government Energy Baseline Incentive Program for a not to exceed of \$273,000 in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION 07-61

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY TO ESTABLISH A GOVERNMENT ENERGY BASELINE INCENTIVE PROGRAM FOR A NOT TO EXCEED OF \$273,000

WHEREAS, the Board of Directors of the City/County Association of Governments (C/CAG) has representatives from all twenty cities and the County in San Mateo County; and,

WHEREAS, C/CAG created the Utility and Sustainability Task Force to develop an Energy Strategy; and,

WHEREAS, Energy and water conservation will be the cornerstone of the Energy Strategy; and,

WHEREAS, energy savings will reduce greenhouse gas emissions and climate change; and,

WHEREAS, Joint Venture Silicon Valley Network has negotiated a cost effective rate with ICLEI Local Governments for Sustainability; and,

WHEREAS, it is critical to do an energy baseline for all the cities and the County within the next 18 month,

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Board will adopt a Government Energy Baseline Incentive Program. The objective of the Program is to facilitate the energy baseline for all the cities and the County within the next 18 month. The definition of the program is as follows.

- 1- C/CAG will match on a cost reimbursement basis up to \$6,500 of the cost to do the Joint Venture Silicon Valley Network/ ICLEI government energy inventory (\$13,000).
- 2- Upon request on a case-by-case basis approved by the C/CAG Chair, the limit for cost reimbursement can be increase to cover the total \$13,000 cost.
- 3- The total cost committed to the program is not to exceed \$273,000.

PASSED, APPROVED, AND ADOPTED THIS 13th DAY OF DECEMBER 2007.

Deborah C. Gordon, C/CAG Chair

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Silicon Valley Bank
- Hon. Liz Krass, Co-Chair
Santa Clara County Board of Supervisors
- Russell Hancock, President & CEO
Joint Venture Silicon Valley Network

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Con-way
- Alex Kennett
Solutions, Inc.
- Benedette Loftus
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- John Mattia
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- Joseph Parisi
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- Chita Sacca
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- Chris Seema
Cypress Semiconductor Corporation
- John Sobrato, Sr.
Sobrato Development Companies
- Sarah Spivey
AMD
- Nail Struthers
Building & Construction Trades Council
- Bob Tabke
TDA Group
- Colleen Wilcox
Santa Clara County Office of Education
- Linda Williams
Planned Parenthood Mar Monte
- Daniel Yost
Orick, Herrington & Sutcliffe, LLP

12 October, 2007

Name
Title
Address
City State Zip

Dear (Climate Protection Taskforce Member),

The first step in developing Climate Protection Action Plans is to inventory greenhouse gas (GHG) emissions. Thanks to a partnership of Joint Venture: Silicon Valley Network (JVSVN), the Bay Area Air Quality Management District (BAAQMD) and the International Council for Local Environmental Initiatives (ICLEI), many of the members of the Joint Venture Climate Protection Task Force participated in the first regional community-wide GHG inventory workshop in the Bay Area. But there is still the need for an agency specific GHG inventory before developing agency-specific Climate Protection Action Plans.

We are pleased to announce that at the last meeting of the Task Force, the members voted to accept a proposal from ICLEI and Sustainable Silicon Valley (SSV) to provide consulting services for conducting inventories of greenhouse gas emissions from city, county and special district operations.

In the proposal, ICLEI agrees to provide their services for a fee of \$13,000 per city/county/district if 20 or more agencies sign up for the program. This volume purchasing agreement allows ICLEI to achieve economies of scale and substantially reduce their normal fee of \$20,000 to \$25,000 per client. Sustainable Silicon Valley will provide additional services to help cities analyze the results of their inventory and develop their action plans.

To participate in this program, agencies that are not already members of ICLEI or Sustainable Silicon Valley will need to become members of those organizations. This will raise the total cost of the program somewhat. See Appendix B in the enclosed proposal document for the schedule of membership fees.

To qualify for this special program we need to sign up at least 20 agencies by **December 14, 2007**. If your organization is interested in participating,

please sign and return the attached form. We will follow up with an invoice as quickly as possible.

The terms of the agreement are summarized in an attachment to this letter.

We are very excited by the strong response from the members of the task force. Silicon Valley is again demonstrating the power of collaboration to address major challenges and leading the way for communities across the nation.

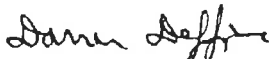
Yours sincerely,



Susan Loftus
Deputy City Manager, City of San Mateo



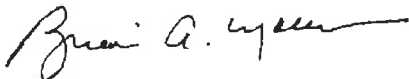
Larry Owens
Silicon Valley Power, City of Santa Clara



Darren Deffner
Pacific Gas & Electric Company



Bobby Ram
SunPower Corporation



Brian Moura
Assistant City Manager, City of San Carlos
Smart Valley Board Champion



Margaret Bruce
Environmental Services
City of San Jose



Seth G. Fearey
VP & COO
Joint Venture: Silicon Valley Network

Attachments:

- Summary of ICLEI/SSV Proposal
- Statement of Interest Form

Enclosure

- Silicon Valley Climate Protection Partnership Proposal; Government Operations Emissions Inventory Assistance

Summary of ICLEI/SSV GHG Emissions from Operations Inventory Proposal

October 10, 2007

The following are the highlights of the attached proposal. Please read the proposal in full before signing the attached Statement of Interest.

ICLEI Scope of Work

- Kickoff meeting for all participants to explain the program
- Data specification
- Data collection
- Data conditioning
- Data input and analysis
- Preparation of a draft report
- Provision of a backup of the source and output data
- Debrief meeting for all participants to present results, and provide training on the software and methodology

Data Sources (for 2005)

- facilities use of electricity and gas
- traffic signals and street lights use of electricity
- waste and wastewater operations
- vehicle fleet use of fuel
- solid waste
- existing landfills
- employee commute (optional)
- methane emissions from wastewater treatment and solids disposal

Sustainable Silicon Valley will provide

- monthly meetings and quarterly forums customized to meet local government needs
- access to technical and cost information for prioritizing GHG reduction projects

Project Schedule

Work can begin by the end of 2007 assuming twenty organizations provide Statements of Interest. Inventories will be completed on a rolling basis with the first reports being completed approximately three months after initiation.

Expectations of Each Participant

- identify two liaisons for ICLEI and SSV (one primary, the other as backup)
- become a member of ICLEI and SSV if not already
- provide staff support related to the collection of data, estimated at 20 to 40 hours
- management letter to staff indicating that the inventory is an important priority

Please note that there have been two clarifications to the proposal:

- ICLEI asks for each city/county/agency to provide two contacts. It is NOT necessary that one of them be an elected official.
- ICLEI is waiving their normal requirement that a city/county/agency's elected officials pass a motion approving membership in ICLEI and making a commitment to reducing greenhouse gas emissions.

STATEMENT OF INTEREST

_____ (agency) agrees to participate in the ICLEI/SSV program to inventory greenhouse gas emissions from our operations.

We understand that we will be invoiced by Joint Venture: Silicon Valley Network for \$13,000.

Joint Venture will transfer the funds to ICLEI as they arrive, once Joint Venture has received Statements of Interest from at least twenty organizations.

We understand that if we are not already a member of ICLEI or Sustainable Silicon Valley that it is our responsibility to become a member by contacting those organizations directly.

We are already a member of,

- ICLEI
- Sustainable Silicon Valley
- Neither

Signature, Date

Printed Name, Title

Mailing Address

Phone Number, E-Mail Address

Contact information for second project liaison, if available:

Printed Name, Title

Phone Number, E-Mail

Please return signed copy by fax or mail to:

Joint Venture: Silicon Valley Network
Attn: Lisa Bruner
84 West Santa Clara St., Suite 440, San José, CA 95113
Phone: 408-938-1508 Fax: 408-271-7214



Silicon Valley Climate Protection Partnership Proposal Government Operations Emissions Inventory Assistance

In response to interest expressed by Silicon Valley area local governments over the past several months, ICLEI – Local Governments for Sustainability (ICLEI) and Sustainable Silicon Valley (SSV) hereby propose to provide assistance toward the development of greenhouse gas emissions inventories of government operations for Silicon Valley local governments.

Developing a government operations emissions inventory requires data gathering, analysis and report development. Some government operations data needs may be filled by data currently being pre-gathered by ICLEI and the Bay Area Air Quality Management District. Other data will require internal coordination with various departments (e.g., fleet fuel consumption).

By developing government operations emissions inventories for a large number of local governments simultaneously using a shared data analysis year and emissions factor set, it is possible for ICLEI and SSV to achieve an economy of scale and reduce associated costs significantly. ICLEI and SSV estimate a total project cost of approximately \$260,000 to develop 20 local government operations emissions inventories, plus individual membership/partnership fees associated with ICLEI and SSV from each participating local government.

ICLEI and SSV are open to executing one contract with the group of participating local governments organized by the Joint Venture Silicon Valley Network (JVSVN), or a series of contracts with individual participants executed in coordinated fashion. The partners look to JVSVN to coordinate initial participation of the local governments in order to maximize service delivery efficiency and reduce costs.

ICLEI and SSV encourage local governments with the capacity to perform some or all of this work in-house to do so. Local governments who desire more individual services, such as analyzing additional years of data, quantifying the emissions benefits of implemented actions, or developing emissions reduction plans, for example, would each have the option of doing so under separate cover.

Many Silicon Valley area local governments have recently made progress on community-scale emissions inventories via training provided by the Bay Area Air Quality Management District and ICLEI; through the partnerships of some reporting emissions results to Sustainable Silicon Valley; and/or through separate activities. For each participating local government, completing a government operations emissions inventory, as well, would represent achieving the first Milestone of ICLEI's 5 Milestone methodology – a simple, standardized way to effectively reduce, measure, and verify greenhouse gas emissions. ICLEI has developed software tools that help cities comply with the Cities for Climate Protection (CCP) methodology. The Five Milestones are:

- Milestone 1 – Conduct a baseline emissions inventory and forecast
- Milestone 2 – Adopt an emissions reduction target
- Milestone 3 – Develop a local Climate Action Plan
- Milestone 4 – Implement policies and measures
- Milestone 5 – Monitor and verify results

This proposal by ICLEI and SSV offers to help participating local governments begin the Milestone process, working towards the regional SSV CO₂ emissions reduction target while building capacity and momentum toward additional climate protection activities. This systematic process will enable local governments to achieve their greenhouse gas emission reduction targets in the most cost-effective manner possible and achieve the greatest return on their investment.

Project Objective

Generate a government operations emissions analysis report for each local government for a common analysis year (2005).

Scope of Work

Coordinated with all Participating Local Governments

- Kickoff meeting to explain project concept, data requirements, deliverables, responsibilities
- Debrief meeting to present results, train all participants on methodology, software functionality

Per Participating Local Government

- Data specification
- Data collection (including employee commute/travel survey)
- Data conditioning
- Data input and analysis using Clean Air and Climate Protection (CACP) software
- Analysis of data results
- Report development
- Provision of backup source data and CACP software data
- ICLEI and SSV membership services (see Appendix A)

Not Included in This Proposal

- Pre-certification or full certification of local government emissions data with California Climate Action Registry (third party certification would be required)
- Project recruitment, update, or results presentations at city council meetings or similar
- More than one data analysis year
- Data analysis for a year other than 2005
- Community-scale emissions analysis
- Analysis of minor (de minimis) emissions sources where data gathering is prohibitive

Local Government Operations Emissions Sources

Data needs and expected sources for this project are presented in the table below. In cases where primary data sources are incomplete, secondary sources may be used to augment or completely substitute for primary data sources. Potential estimation methods are indicated for cases where neither primary nor secondary sources are readily available. In addition to the essential data included in the table below, a variety of indicator data will also be collected for benchmarking purposes where local government staff are able to provide it. This will include square footage of facilities, number of employees in each building, hours of operation, amount of water or wastewater processed, etc., enabling additional levels of data analysis and future comparability.

Table 1. Local Government Operations Emissions Sources

Emissions Sector	Data Needed	Sources of Data		
		Primary	Secondary	Options for Filling Gaps
Facilities All facilities owned or operated by the local government	Electricity use (kWh and cost)	Utility provider records	Government maintained payment records	Usage may be estimated based on known expenditures or from size of facility compared to other similar facilities.
	Natural gas and other fuel used (therms/gallons and cost)	Utility provider records	Government maintained payment records	Usage may be estimated based on known expenditures or from size of facility compared to other similar facilities.
Traffic Signals and Streetlights	Electricity use (kWh and cost)	Utility provider records	Government maintained payment records	Usage may be estimated based on known expenditures or from know wattage of bulbs and expected period of use.
Water and Wastewater Operations Treatment, collection and distribution (where applicable)	Electricity use (kWh and cost)	Utility provider records	Government maintained payment records	Usage may be estimated based on known expenditures or from size of facility compared to other similar facilities.
	Natural gas and other fuel used (therms/gallons and cost)	Utility provider records	Government maintained payment records	Usage may be estimated based on known expenditures or from size of facility compared to other similar facilities.
Vehicle Fleet Government owned and operated vehicles	Fuel used (gallons by type and cost)	Vehicle fueling records	Vehicle odometer records	Usage estimated based on known expenditures and estimated fuel efficiency of vehicles.
Solid Waste Waste generated as a result of government operations	Solid waste hauled (tons and cost)	Collection records	None	Estimates of per-capita employee waste generation by employee type (From California Waste Management Board)
	Makeup of waste stream (percentage of waste by type of waste)	Existing analysis of local waste stream	Existing analysis of waste streams in nearby jurisdictions	California averages (From California Waste Management Board)
Existing Landfills Methane emissions from existing landfills operated by the local government (if applicable)	Amount of waste in place	Operations records	n/a	Engineer's estimates of capacity
	Amount of waste added each year	Operations forecasts	n/a	Historical trends
	Composition of waste	Existing analysis of local waste stream	Existing analysis of waste streams in nearby jurisdictions	National averages (From Tellus Institute)
	Amount of methane recovery	Metered recovery	Engineer's estimates	National average recovery factors (from EPA)
Employee commute (optional)	Number of miles traveled by employees in daily commute	Existing employee survey or study	Conduct employee survey	U.S. Census Journey-to-work study
	Distribution of transportation modes	Existing employee survey or study	Conduct employee survey	U.S. Census Journey-to-work study
Methane emissions from wastewater treatment and solids disposal (optional; where applicable)	Amount of methane escaping from sewage waste treatment and disposal process	Metered recovery and flaring	Modeled output based on quantity of waste treated and disposal methods (from IPCC)	Engineer's estimates

Project Costs

- Becoming a partner of SSV and member of ICLEI separately is required of each participating local government. Annual SSV partnership dues for any pledging government agency are currently \$1,000 per year per local government. ICLEI annual membership dues are based on population and start at \$600 per year for communities of up to 50,000 people (see Appendix B for further information).
- Average additional project-related costs of \$13,000 per local government, pending discussion of contracting method.

This cost proposal is contingent on the following criteria:

- Minimum of 20 local governments participating to initiate the contract.
- Shared data analysis year (2005 is recommended) for all participating local governments.
- Project anticipated to begin late 2007, with the bulk of project labor to occur in 2008.
- Written agreement before project execution by all data providers (e.g., electric and gas utilities, regional transportation planning agencies, waste management boards, local governments) to the project partners facilitated by ICLEI, SSV and JVSVN to make all needed consumption data and coefficients available in a timely manner.
- JVSVN responsible for all recruitment of local governments into this project.
- JVSVN responsible for non-labor costs associated with the two included in-person project meetings (e.g., space, refreshments).
- Each participating local government must become a member of both ICLEI and SSV at standard membership rates.
- Each participating local government must assign two representatives to be liaisons to ICLEI and SSV, one staff and one elected leader.
- Each participating local government must provide adequate staff support related to the collection of data (estimated at average of 20-40 hours per local government).
- The mayor or other high level official must distribute a letter indicating to appropriate department staff that assistance in this project is an important priority. (ICLEI and SSV will provide a template for this letter.)

Project Deliverables

Shared Deliverables for all Participating Local Governments

- Project kickoff meeting
- Project debrief meeting, including training on government operations emissions inventory development¹
- Monthly Meetings and Quarterly Forums customized to meet local government needs
- Access to relevant technical and cost information through SSV, useful for prioritizing specific CO₂ reduction projects on a cost-effective basis

Deliverables Per Local Government

- Government operations emissions inventory report
- CACP software data backup
- Data analysis input files
- Description of emissions analysis methodology
- Standard SSV member benefits and standard ICLEI membership benefits (see Appendix A)
- Public recognition for participation by each local government in this project via the SSV Annual Report, SSV Annual Report Release Event, and related media coverage

¹ This training may be augmented by the Bay Area Air Quality Management District

Optional Deliverable Not Included in This Cost Proposal

- Second government operations data analysis year

Project Schedule

The project start date will be negotiated by the parties upon confirmation of participation by each local government, most likely to occur in late 2007. ICLEI and SSV, in coordination with JVSVN, will solicit input from all project participants to best prioritize the tasks associated with completing all emissions inventories. Emissions inventories for each participating local government will be completed on a rolling basis, with the first inventories being completed within approximately three months of project execution and the process continuing from there. Project completion timeline will be significantly influenced by the provision of data by the local governments and external data providers.

Project Team

The project team will consist of staff from ICLEI, under the management of Director of Programs Garrett Fitzgerald, and SSV, under the management of Executive Director Rick Row. Details on how the work will be divided between the two organizations will be provided pending further discussion of the content of this proposal. Below is additional information on these two organizations.

ICLEI

Since 1993, ICLEI U.S.A., a non-profit 501(c) 3 corporation, has been working with local governments to improve global environmental conditions through cumulative local leadership and action. Through performance-based campaigns and initiatives, ICLEI's U.S. office provides local governments with technical expertise and policy assistance as well as access to a valuable national peer network. In the United States, ICLEI is a growing association of local governments (over 40% growth in 2006) dedicated to climate protection and sustainable development with a strong national presence. ICLEI works with these local governments to push the boundaries of traditional leadership in the US and achieve stronger, accelerated movement toward sustainability goals through measured performance and tangible results.

In addition to providing base levels of technical assistance to all of its local government members for over 14 years, ICLEI has also provided enhanced technical assistance toward the completion of inventories and action plans for a significant number of local governments in the style of this proposed project.

ICLEI has recently completed a project with Alameda County, California, working with 11 municipal governments as well as the County government to develop greenhouse gas emissions inventories for each participant, as well as a local climate action plan template. ICLEI worked with each municipality to identify emissions reduction strategies that were appropriate for the region and facilitated three regional workshops to enhance the regional focus of the initiative. In addition, ICLEI assisted in the development of outreach and public relations materials to increase community awareness of the climate protection initiatives.

ICLEI is currently engaged in several similar projects, providing enhanced technical services for Menlo Park, CA; Haverford, PA; and Bellevue, WA. In each of these cases ICLEI staff is working closely with local staff to develop an inventory of greenhouse gas emissions that meets the needs of the local government.

Sustainable Silicon Valley

Sustainable Silicon Valley (SSV), begun in 2001 and an independent non-profit 501(c)3 corporation since 2004, is a collaboration of businesses, governments, and non-governmental organizations that are

identifying and addressing environmental and resource pressures in the Valley. Its mission is to work with the Silicon Valley community to create a more sustainable future using an environmental management system (EMS), which provides a systematic approach to achieve desired environmental targets, such as CO₂ emissions reductions.

As its first initiative, SSV engages prominent Valley organizations to work towards a goal of reducing regional carbon dioxide (CO₂) emissions 20% below 1990 levels by 2010. SSV facilitates strategies to reduce CO₂ emissions through increased energy and fuel efficiency and through the use of renewable sources of energy. SSV partners pledge to help meet SSV's regional target, set their own individual targets, report their progress, share information and mentor one another in quarterly educational forums and monthly meetings. SSV recognizes results in its Annual CO₂ Report and at its Annual Report Release Event.

SSV municipal partners include the Cities of Morgan Hill, Palo Alto, San Mateo, San Jose, Santa Clara, and Sunnyvale, the Towns of Los Altos Hills and Portola Valley, and San Mateo and Santa Clara Counties. SSV works with these municipalities to mentor and educate new partners, providing tools and resources to support these organizations. Quarterly educational forums have provided proven CO₂ reduction strategies from experts since 2004.

Appendix A.

Organizational Membership/Partnership Benefits

ICLEI – Local Governments for Sustainability

- Personalized orientation to the CCP Campaign, including an overview of the process for establishing an emissions baseline and developing a local climate action plan;
- Hands-on training in the use of ICLEI's Clean Air and Climate Protection Software;
- Basic ongoing technical support (estimated at 2 hours/month) in the use of the software and protocols for emissions quantification;
- Access to case studies, local government network participants, sample resolutions, and policy documents;
- Opportunities to participate in ICLEI's series of virtual training sessions on best practices and new tools in sustainability planning and climate protection;
- Notice of funding opportunities and assistance in matching with appropriate sources of funds;
- Membership in the network of worldwide local government representatives who are tackling similar environmental and management issues and who meet at workshops, seminars, and conferences around the world, and through electronic conferences on the website; and,
- Invitation and travel to national and international events, supported by ICLEI as funding is available.
- Media support as requested to foster promotion of local climate action efforts.

Sustainable Silicon Valley

- Quarterly Educational Forums on topics of concern to organizations working to reduce energy use and CO₂ emissions.
- Access to Energy Efficiency Incentive Funds through an agreement with PG&E that makes energy efficiency incentive funds available to qualifying SSV Partners and Silicon Valley Leadership Group (SVLG) members.
- The ongoing exchange of Energy and CO₂ Best Practices, at monthly meetings and through direct contacts within Sustainable Silicon Valley.
- Public recognition, as bestowed this past year on SSV and SSV Partners by the U.S. Environmental Protection Agency, and by the California Climate Action Team in its report to the governor.
- Inclusion in the annual CO₂ Report, which highlights Partner achievements in the context of Silicon Valley trends.
- Media attention has included front page Business section coverage in the San Jose Mercury News, KGO/ABC7 television evening news and other programming, and interviews on various radio stations.
- Nomination by SSV for honors and recognition.
- Affiliation with other prominent Silicon Valley organizations in an internationally recognized, regional effort to address the environmental concerns of your organization and its community.

For further information about ICLEI and Sustainable Silicon Valley, consult the ICLEI web site at <http://www.iclei.org/usa>; and the SSV web site at <http://www.sustainable silicon valley.org>.

Appendix B.

Organizational Membership/Partnership Dues

ICLEI – Local Governments for Sustainability

Community Population	Annual Dues
1 to 50,000	\$600
50,001 to 100,000	\$1,200
100,001 to 200,000	\$1,750
200,001 to 300,000	\$2,250
300,001 to 500,000	\$2,750
500,001 to 750,000	\$3,500
750,001 to 1,000,000	\$4,500
1,000,001 to 2,000,000	\$5,750
2,000,001 to 4,000,000	\$7,000
Over 4,000,001	\$8,000

Sustainable Silicon Valley

Annual SSV partnership dues for any pledging government agency are currently \$1,000 per year per local government.

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*

November 2, 2007

The Honorable Arnold Schwarzenegger
Governor of California
State Capitol Building
Sacramento, CA 95814

RE: Support for AB 468 – Abandoned Vehicle Abatement

Dear Governor Schwarzenegger:

On behalf of the City/County Association of Governments of San Mateo County, a joint powers agency that includes the County Government and all twenty of the incorporated cities within its boundaries, I am writing to thank you for signing AB 468 into law.

We want to thank you for your spirit of bipartisanship, without which this bill could not have chaptered. The Abandoned Vehicle Abatement Program affects communities across the state. This bill recognizes the difference between urban and rural communities across California and makes policies that are both equitable and just to all.

Thank you for your leadership and for giving California a brighter future.

Sincerely,

Thomas M. Lattin, Vice Chair, for Deborah C. Gordon

Deborah C. Gordon
Chair

Cc: list all mayors of each City and the Pres. Of the Board of Supervisors, Service Authorities

ITEM 8.1

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*

November 2, 2007

Honorable Ira Ruskin
State Assembly 21st District
State Capitol Room 3123
Sacramento CA 94249-0021

THANK YOU FOR YOUR SUPPORT OF SB 613 – \$4 MOTOR VEHICLE FEE IN SAN
MATEO COUNTY

Dear Assembly Member Ruskin:

On behalf of the City/County Association of Governments of San Mateo County, a joint powers agency that includes the County Government and all twenty of the incorporated cities within its boundaries, I am writing to thank you for your support of SB 613. We could not have gotten to the Governor's desk without your support.

While this bill was vetoed by the Governor, he did indicate in his veto message that he would support this bill if it was modified into another 4-year in lieu of a 10-year extension. We hope that you can continue to support us with the new bill and thank you for co-sponsoring this bill.

Meanwhile, we thank you again, and look forward to working with you on future legislation.

Sincerely,

Thomas D. Kestner for Deborah C. Gordon
VICE CHAIR

Deborah C. Gordon
C/CAG Chair

cc: list all mayors of each City and the Pres. Of the Board of Supervisors,

ITEM 8.2

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

Date: November 15, 2007

Mr. Mike Scanlon
Transportation Authority
SAMTRANS
1250 San Carlos Ave. Pony SAM 902
San Carlos CA 94070-1306

RE: APPRECIATION FOR YOUR SUPPORT OF SB 613 – \$4 MOTOR VEHICLE FEE IN SAN MATEO COUNTY

Dear Mike,

On behalf of the City/County Association of Governments of San Mateo County, I am writing to thank you for helping us on SB 613. Unfortunately, the Governor vetoed it. However, he has indicated that if we resubmit it with a four-year in lieu of a ten-year extension, he would accept it provided that we show that we have successfully implemented all associated programs.

Therefore, I am writing to both thank you for your support and to ask that you continue to support us on the revised bill. We will be sending additional information regarding the new bill number in January. Meanwhile, we respectfully ask that you would alert your boards that the new bill is forthcoming.

Sincerely,



Richard Napier
Executive Director, C/CAG

ITEM 8.3

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

November 19, 2007

Mark Johnson, Associate Director
Jacobs Consultancy
555 Airport Blvd.
Burlingame, CA 94010

Dear Mr. Johnson:

RE: Authorization to Use Clarion Associates as a Subcontractor to Jacobs Consultancy to Assist in the Preparation of a Comprehensive Airport Land Use Compatibility Plan/Section 160 Compatibility Plan for the Environs of San Francisco International Airport

This letter provides written authorization from C/CAG to Jacobs Consultancy (Jacobs), as the Prime Contractor, to use Clarion Associates (Clarion) as a subcontractor to perform a portion of the Scope of Work to assist in the preparation of the above-referenced project (see Item No. 4 of the Agreement between C/CAG and Jacobs). This authorization does not allow Jacobs to assign any portion of the Scope of Work for the above-referenced project to another party other than Clarion.

The specific portion of the Scope of Work to be performed by Clarion will be determined by Jacobs and Clarion. If Jacobs determines that other professional services are needed in addition to those provided by Clarion, Jacobs must obtain another written authorization from C/CAG prior to assigning a portion of the Scope of Work to another subcontractor for the specified services.

If you have any questions regarding this authorization, please contact David F. Carbone, Senior Planner/C/CAG Project Manager at 650/363-4417.

Sincerely,



Richard Napier, C/CAG Executive Director

Michael McCarron, Director, SFO Bureau of Community Affairs
Danielle Rinsler, Planning Director, SFO
Nixon Lam, Senior Environmental Planner, SFO
Bert Ganoung, Manager, Aircraft Noise Abatement, SFO,
Elisha Novak, Joe Rodriguez, FAA Airports District Office (ADO), Burlingame
Joanne McDermott, Caltrans Division of Aeronautics
Lisa Grote, San Mateo County Community Development Director
David F. Carbone, Senior Planner/C/CAG Project Manager

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ITEM 8.4

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

November 19, 2007

Mark Johnson, Associate Director
Jacobs Consultancy
555 Airport Blvd.
Burlingame, CA 94010

Dear Mr. Johnson:

RE: Notice to Proceed (NTP) on the Preparation of a Comprehensive Airport
Land Use Compatibility Plan/Section 160 Compatibility Plan for the Environs
of San Francisco International Airport

The purpose of this letter is to serve as an official Notice to Proceed (NTP) on the attached Scope of Work, to prepare a comprehensive airport/land use compatibility plan (CLUP) for the environs of San Francisco International Airport (SFO). This NTP authorizes Jacobs Consultancy, as the Prime Consultant, to commence work immediately on the following Scope of Work Elements:

- Element 1 – Coordination and Consultations
- Element 2 – Inventory and Data Collection
- Element 3 CLUP Policy Framework
- Element 4 – Final CLUP Document

Authorization to proceed on Scope of Work Element 5 – Additional Professional Services, will be considered by C/CAG Staff at a latter date. If you have any questions, please contact David F. Carbone, Senior Planner/C/CAG Project Manager at 650/363-4417.

Sincerely,



Richard Napier, C/CAG Executive Director

Attachment: Scope of Work

cc: Richard Newman, C/CAG Airport Land Use Committee (ALUC) Chairperson, w/attachment
Mark Church, Airport/Community Roundtable Chairperson, w/attachment
Michael McCarron, Director, SFO Bureau of Community Affairs, w/attachment
Danielle Rinsler, Planning Director, SFO, w/attachment
Nixon Lam, Senior Environmental Planner, SFO, w/attachment
Bert Ganoung, Manager, Aircraft Noise Abatement, SFO, w/attachment
Elisha Novak, Joe Rodriguez, FAA Airports District Office (ADO), Burlingame, w/attachment
Joanne McDermott, Caltrans Division of Aeronautics, w/attachment
Lisa Grote, San Mateo County Community Development Director, w/attachment
David F. Carbone, Senior Planner/C/CAG Project Manager, w/attachment

ITEM 8.5

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EXHIBIT A

SCOPE OF WORK TO PREPARE A COMPREHENSIVE AIRPORT LAND USE PLAN AND SECTION 160 LAND USE COMPATIBILITY PLAN for the Environs of San Francisco International Airport

This proposed Scope of Work (Scope) describes the tasks to be performed by the Jacobs Consultancy Team (the Consultant) in assisting the City/County Association of Governments of San Mateo County (C/CAG) to prepare a Comprehensive Airport Land Use Plan and Section 160 Land Use Compatibility Plan (the CLUP) for the environs of San Francisco International Airport (SFO or the Airport).

The intent of the Scope is to enable C/CAG to adopt a Plan that will comply with the requirements and guidelines of California law (PUC, Sec. 21670, et seq.), with the requirements of Section 160 of the *Vision 100 - Century of Aviation Reauthorization Act* (2003), and with the requirements and guidelines of Federal Aviation Administration (FAA) Program Guidance Letter 05-05, *Guidelines for Compatible Land Use Planning by State and Local Governments in Areas Around Large and Medium Hub Airports*, thus enabling FAA approval of the relevant, noise-related provisions of the CLUP.

Element 1 – Coordination and Consultation

This element describes a coordination and consultation process intended to ensure the appropriate participation of all key stakeholders in the process of developing and reviewing the proposed CLUP.

Task 1.1: Project Advisory Committee

The Consultant will coordinate with C/CAG staff in identifying candidates for participation in a Project Advisory Committee (PAC). Appropriate candidates include representatives of the municipalities in C/CAG and Airport management. In addition, the FAA and the California Division of Aeronautics will be invited to participate. Other participants will be identified through consultations between the Consultant and C/CAG staff. The PAC will serve as a sounding board for C/CAG staff and the consulting team as the CLUP is developed. The PAC also will help in identifying issues and shaping appropriate proposals to address those concerns.

Deliverables: Mailing list of individuals to be invited to serve on the PAC. Draft invitation letter to be sent to individuals by C/CAG.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport
Page 2 of 9

Task 1.2: PAC Meetings

Four meetings with the PAC will be held. It is anticipated that they will be held for the following purposes.

1. To review the scope of work, discuss the role of the PAC, and discuss Airport compatibility-related development challenges in the area.
2. To review an initial working paper identifying planning issues.
3. To review a second working paper presenting alternative CLUP policies.
4. To review a third working paper presenting preliminary, proposed CLUP policies.

Deliverables: Meeting agendas, presentations, summary notes.

Task 1.3: Other Coordination Meetings

The Consultant will attend meetings and working sessions of the following organizations to provide briefings on the status of the study, solicit comments, and present recommendations. Meetings with different organizations will be scheduled on the same day or consecutive days. The budget assumes that meetings with the C/CAG Airport Land Use Committee (ALUC) will be held on the same day or the day following each PAC meeting.

- C/CAG ALUC
- C/CAG Board
- SFO/Community Roundtable

Deliverables: Presentations, briefings. A total of two meeting-days (for Jacobs Consultancy personnel only) are budgeted for this task.

Task 1.4: Public Information Meeting

A public information meeting will be held to afford interested members of the public an opportunity to review the information developed for the working papers described in Tasks 3.1, 3.3, and 3.4, below. The meeting will be held in a location readily accessible to residents throughout the study area. It is anticipated that an informal open house format will be used, although specific details will be developed in consultation with the C/CAG staff. The public information meeting will be held on the same trip as the fourth PAC meeting.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport
Page 3 of 9

Deliverables: Presentation, display boards, handouts, sign-in sheets, comment forms. A mock-up of a display advertisement for publication in local newspapers. A list of those attending the meeting and a summary of comments raised at the meeting. Publication costs for newspaper ads and meeting room rental will be the responsibility of C/CAG.

Task 1.5: Final Presentations

The Consultant will make presentations of the Draft Final CLUP to the C/CAG ALUC, the C/CAG Board, the SFO/Community Roundtable, and the Airport staff, prior to approval of the CLUP.

Element 2 — Inventory and Data Collection

The Consultant will collect background data needed for subsequent planning. The general topics that these data will detail include airport plans, noise abatement, airspace management, and land use policies and regulations.

Task 2.1: C/CAG and Regional Planning Information

The Consultant will meet with C/CAG staff to obtain current CLUP policies related to SFO, including administrative and management procedures. C/CAG staff will be asked about their goals for the updated CLUP and ideas for administration of the updated Plan.

In addition, C/CAG staff will be asked to provide regional and San Mateo County planning and land use regulatory documents that may apply in unincorporated areas within the SFO vicinity. Among other possible documents, this would include the Regional Transportation Plan.

C/CAG staff also will be asked to provide contacts at the County GIS Department, and with the managers of all SFO-related noise mitigation programs.

Task 2.2: Local Planning Information

The Consultant will contact local municipalities to obtain all relevant planning documents and maps, including general plans, specific plans, redevelopment plans, zoning ordinances, zoning maps and existing land use information, if available.

In addition, the Consultant will conduct interviews with planning directors and planning managers to gather information about local development trends, planning-related policy issues of concern to municipal officials and residents, and any concerns related to Airport land use compatibility.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport

Page 4 of 9

Jurisdictions of primary importance are those beneath the Part 77 horizontal surface, beneath the runway approaches, and inside the 65 CNEL contour and are anticipated to include:

- Burlingame
- Millbrae
- San Bruno
- South San Francisco

Other jurisdictions that will be consulted as necessary are those beneath the Part 77 conical and extended approach surfaces. They include:

- Brisbane
- Colma
- Daly City
- Foster City
- Hillsborough
- Pacifica
- Redwood City
- San Mateo

Task 2.3: Airport Information

The Consultant will meet with Airport staff to gather the following materials:

- Electronic version of the Airport Layout Plan, including the most recent Part 77 airspace drawing
- Airport Master Plan (if current)
- The most recent Airport activity forecasts
- The most recent Airport noise contour maps, for "current" and forecast conditions
- Documentation of all noise abatement and noise mitigation programs
- Summary reports on approach and departure flight tracks and runway use

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport

Page 5 of 9

The Consultant will coordinate with Airport staff to secure summaries of air traffic control procedures, and flight routes in and out of the local airspace. In addition, Airport staff will be asked for their views on Airport vicinity planning and development issues related to Airport compatibility.

Task 2.4: Commercially Available Data

The Consultant will secure three-dimensional terrain mapping from commercial sources or open sources. The Consultant will also secure other information, as needed, to support the development of base maps and thematic maps for the Plan.

Task 2.5: Base Mapping

The Consultant will develop base maps of the Airport vicinity for use in all phases of the planning study. The Consultant will adapt the County's GIS data for use in the development of maps and figures for the Plan.

Element 3—CLUP Policy Framework

Task 3.1: Compatibility Planning Issues and Opportunities

The Consultant will analyze the information collected in previous elements in light of the guidance provided by the 2002 *California Airport Land Use Planning Handbook*. It is anticipated that this analysis will identify important issues that merit thorough consultation among the various stakeholders before preliminary policies can be articulated. The Consultant will identify those issues, develop additional data where appropriate, and begin framing alternative ways to address the issues for consideration by the PAC, C/CAG, the Airport, and other stakeholders.

Deliverables: Thirty-five (35) hard copies of a working paper describing Airport compatibility planning issues and opportunities, related to noise and safety compatibility, and airspace protection. The working paper will be reviewed with the PAC at its second meeting.

Task 3.2: Airport Compatibility Zone and Referral Area Boundaries

Based on the analysis in Task 3.1 and the input received from the PAC, Airport officials, and C/CAG staff, the Consultant will develop a preliminary set of Airport compatibility zones for the Airport vicinity. This will include noise compatibility zones, safety compatibility zones, airspace protection zones, an airport influence area, and a project referral area.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport

Page 6 of 9

Task 3.3: Compatibility Policy Alternatives

Based on the information obtained in previous elements and the analyses in the previous tasks, the Consultant will develop draft noise compatibility, safety compatibility, and height limitation policy alternatives. Any key legal issues with implications for the specific design and implementation of CLUP policies will be identified in the development of these alternatives.

The Consultant will prepare a working paper summarizing the analyses in Task 3.2 and the policy alternatives developed in this task. The Consultant will review this working paper with the C/CAG staff, the PAC (at its third meeting), the C/CAG ALUC, the SFO/Community Roundtable, and Airport officials.

Deliverables: Thirty-five (35) hard copies of a working paper describing compatibility policy alternatives.

Task 3.4: Preliminary CLUP Policies

After reviewing and discussing the compatibility policy alternatives working paper with C/CAG staff, the PAC, the C/CAG ALUC, and Airport officials, the Consultant will produce a working paper with proposed CLUP policies. It will include:

- Proposed compatibility zones and policies, addressing noise, safety, and airspace protection
- Proposed airport influence area and project referral boundary
- Proposed administrative policies addressing various details, including CLUP amendments, in-fill development, proposed expansions of nonconforming uses, procedures for the review of local agency planning and development actions.

Deliverables: Thirty-five (35) copies of a working paper with preliminary proposals for CLUP policies. It will be reviewed with the PAC at its fourth meeting and with the public at a public information meeting.

Task 3.5 Initial Local Plan Consistency Review

The Consultant will review the general plans, specific plans, and zoning codes of local governments in the proposed project referral boundary for consistency with the preliminary CLUP policies, as the working paper described in Task 3.4 is being prepared. This review will report on major inconsistencies between local general plans, specific plans, and zoning ordinances and the proposed CLUP policies.

Deliverables: A memorandum identifying local plan consistency issues.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport

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Element 4—Final CLUP Document

After the public and agency review of the preliminary CLUP policy framework developed in Element 3, the Consultant will coordinate with C/CAG staff and Airport officials in developing the Draft CLUP.

Task 4.1: Administrative Review Draft CLUP

An Administrative Draft of a proposed Final CLUP document will be coordinated with C/CAG staff prior to printing and distributing the Final CLUP document.

Deliverables: Up to three (3) hard copies of an Administrative Draft Final CLUP.

Task 4.2: Draft Final CLUP

The Consultant will produce a Draft Final CLUP document for review by the C/CAG Airport Land Use Committee (ALUC), the SFO/Community Roundtable, the C/CAG Board, Airport officials, and officials of the municipalities that are directly affected by the final policies. The Draft Final CLUP will be presented for approval by the C/CAG Board and the Airport management, subject to any modifications or conditions which those bodies may consider necessary or appropriate.

Deliverables: Forty (40) hard copies of a Draft Final CLUP document.

Task 4.3: Final CLUP Documentation

After adoption of the Final CLUP by the C/CAG Board and approval by the Airport, the Consultant will make any required final revisions to the CLUP document. Final copies will then be printed and delivered to the C/CAG staff.

Deliverables: Forty (40) hard copies of a Final CLUP document and a CD with PDF and text versions of the final document.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport Land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport

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Element 5 – Additional Professional Services

This element provides for additional professional services that the Consultant is prepared to undertake at the explicit direction of C/CAG staff. The budget is insufficient to allow for all of these services to be provided. C/CAG desires the flexibility to decide during the course of the project which of these additional services are most necessary to authorize.

5.1 Model Consistency Evaluation and Guidance

The Consultant, in consultation with C/CAG staff, will identify a specific municipality to work with in developing a detailed evaluation of the consistency of the general plan, specific plans, and regulations with the proposed Final CLUP. This will include the development of specific guidance for the municipality in addressing the inconsistencies. The intent is to develop a model process for other municipalities to follow in addressing their needs to assure the consistency of their local plans and ordinances with the CLUP.

NOTE: The provision of all services described in Task 5.1 will require a budget of \$32,250.

Task 5.1.1: Initial Assessment

The Consultant will undertake the detailed refinement of the initial evaluation of consistency issues prepared in Task 3.5 for the test-case municipality. This will include the review of development review procedures and practices that are not codified. A self-evaluation by the municipality may be part of the process for this task. The consultant will meet with municipal staff as a part of the process and prior to drafting the memorandum.

Task 5.1.2: Draft Memorandum

The Consultant will prepare a draft memorandum of specific issues that need to be resolved by the test -case municipality to achieve consistency with the CLUP. This will include a preliminary assessment of alternative approaches to addressing the inconsistencies.

Task 5.1.3: Meeting with Municipal Officials

The Consultant will meet with officials of the test-case municipality to review and refine the findings of the draft memorandum.

Task 5.1.4: Final Memorandum

The Consultant will revise and finalize the test-case consistency memorandum for distribution to the C/CAG, ALUC, and municipalities in the airport influence area. The memorandum will describe the nature of the consistency issues facing the municipality, the proposed approach for resolving the inconsistencies, and draft procedures, resolutions, and amending ordinances, as appropriate.

Exhibit A: Scope of Work to Prepare a Comprehensive Airport land Use Compatibility Plan and Section 160 Compatibility Plan for the Environs of San Francisco International Airport
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5.2 Additional Coordination Meetings

The Consultant will attend additional coordination meetings, at the direction of C/CAG staff. These may include meetings with local government planning officials, Airport officials, the Project Advisory Committee, the C/CAG ALUC, the C/CAG Board, the FAA Airports District Office staff, the SFO/Community Roundtable, and others as deemed necessary by C/CAG staff.

Note: The budget for any additional coordination meetings shall be based on the information presented in the detailed budget worksheets for Jacobs Consultancy and Clarion Associates. The budget will depend on the number of Consultant personnel required to cover the meeting and on whether travel by Jacobs Consultancy personnel is required.

5.3 Presentations to Municipal Officials

The Consultant will make presentations to the City Councils or Planning Commissions of local municipalities, at the direction of C/CAG staff.

Note: The budget for presentations to municipal officials shall be based on the information presented in the detailed budget worksheets for Jacobs Consultancy and Clarion Associates. The budget will depend on the number of Consultant personnel required to make the presentation and on whether travel by Jacobs Consultancy personnel is required.