

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

BOARD MEETING NOTICE

Meeting No. 274

- DATE:** Thursday, ~~December 11, 2014~~ January 8, 2015
(Rescheduling the cancelled December 11, 2014 meeting)
- TIME:** ~~6:30 p.m.~~ 7:00 P.M.
- 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
Caltrain: San Carlos Station.
Trip Planner: <http://transit.511.org>

Please note the December 11, 2014 C/CAG Board meeting was cancelled, and is rescheduled for January 8, 2015.

Attached is the original December 11, 2014 C/CAG Board agenda, that has been modified for the meeting on January 8, 2015.

Additional items added to the January agenda, are noted in **red font** and underscored. The page numbers begin with **SUPP –**

There was a change in the staff report for Item 6.2; these are pages 129 through 134 of the December 2014 Board packet. This section has been replaced, and is attached.

The new material for the packet, and the modified Item 6.2 is attached to the back of the January agenda, and is printed on blue paper.

Please bring your December 11, 2014 packet with you to the January 8 meeting.

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- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PLEDGE OF ALLEGIANCE
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.
- 4.0 PRESENTATIONS/ ANNOUNCEMENTS
- 4.1 Certificate of Appreciation to Naomi Patridge for her years of dedicated service to C/CAG. p. 1
- 4.2 Presentation on Community Choice Aggregation.** **SUPP – 1**

Note: There was a change to the original Item 4.2. This new section replaces page 5 of the December packet.

5.0 CONSENT AGENDA

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

- 5.1 Approval of the minutes of regular business meeting No. 272 dated November 13, 2014. ACTION p. 7
- 5.2 Review and approval of Resolution 14-50 authorizing the CCAG Chair to execute an agreement with the City of Brisbane for the provision of a full-time NPDES Program Coordinator. ACTION p. 13
- 5.3 Review and approval of Resolution 14-56, authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo, Department of Public Works for staff services for climate action planning for calendar year 2015 for an amount not to exceed \$40,000. ACTION p. 21
- 5.4 Airport Land Use Compatibility Plan (ALUCP) consistency reviews:
- 5.4.1 City of Foster City Housing Element 2015-2023 (Draft September 15, 2014). ACTION p. 31
- 5.4.2 City of South San Francisco Housing Element 2015-2023 (Draft October 24, 2014). ACTION p. 41
- 5.4.3 City of San Bruno Draft Housing Element 2014-2022. ACTION p. 49
- 5.4.4 City of Burlingame Draft 2015-2023 Housing Element. ACTION p. 63
- 5.4.5 Town of Colma Housing Element Public Review Draft - September 2014. ACTION p. 73
- 5.4.6 City of Redwood City Housing Element 2015-2023. ACTION p. 77
- 5.5 Receive a copy of Amendment No. 1 to the agreement with SCI Consulting Group, Inc., extending the term through June 30, 2015 at no additional cost, as executed by the Executive Director consistent with the C/CAG Procurement Policy. INFORMATION p. 81
- 5.6 Review and approval of Resolution 14-58 waiving the RFP process and authorizing the C/CAG Chair to execute a contract amendment extending an agreement with DNV GL (Kema) from January 31, 2015 to December 31, 2015 and adding \$127,125 for a total amount not to exceed \$372,125 to provide technical assistance to cities for climate action planning. ACTION p. 85
- 5.7 Review and approval to waive the request for proposal (RFP) process and authorizing the C/CAG chair to execute an Agreement with Parviz Mokhtari, an individual, for project management services on the Smart Corridors Project until task completion in an amount not to exceed \$34,000. ACTION p. 103
- 5.8 [Review and approval authorizing the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission \(MTC\), for a one year time extension, at no additional cost, to conduct traffic analysis for Express Lanes on US 101 from Santa Clara County Line to I-380.](#) ACTION p. SUPP – 3

- 5.9 Review and approval authorizing the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission (MTC), for a one year time extension, at no additional cost, to the funding agreement for the development of ramp metering implementation plans on US-101 in San Mateo County. ACTION p. SUPP – 7
- 5.10 Receive copy of agreements executed by the C/CAG Chair or Executive Director consistent with C/CAG Procurement Policy.
- 5.10.1 Receive a copy of executed Contract Change Orders to the Master Service Agreement and Contract Work Authorization Change Order between C/CAG and PG&E for the San Mateo County Energy Watch Local Government Partnership for calendar year 2015. INFORMATION p. SUPP – 11
- 5.10.2 Receive a copy of executed agreement between C/CAG and H2 Video for the San Mateo County Energy Watch website for an amount not to exceed \$19,000 in accordance with C/CAG procurement policy. INFORMATION p. SUPP – 25
- 5.10.3 Receive a copy of executed agreement between C/CAG and BAWSCA to share the cost for an AmeriCorps CivicSpark fellow, in an amount not to exceed \$12,000 for each agency, and its companion agreement between C/CAG and the Local Government Commission (LGC) for providing the AmeriCorps CivicSpark fellow in an amount not to exceed \$24,000 in total, in accordance with C/CAG procurement policy. INFORMATION p. SUPP – 35
- 5.11 Review and approve the appointment of Jeff Moneda, Public Works Director, to represent the City of Foster City on the Stormwater Committee and Congestion Management Program Technical Advisory Committee ACTION p. SUPP – 59
- 6.0 REGULAR AGENDA
- 6.1 Review and approval of Resolution 14-54 adopting the 2015 C/CAG Investment Policy ACTION p. 111
- 6.2 Review and approval of the C/CAG Legislative Policies for 2015. ACTION p. 129**
- Note: There was a change to the original Item 6.2. This new section replaces pages 129 through 134 of the December packet.*
- 6.3 Review and approval of Resolution 14-57 authorizing the C/CAG Chair to execute Amendment No. 9 to the agreement with Eisenberg, Olivieri, and Associates, extending the contract through June 30, 2015 at an additional cost not to exceed \$789,773 to continue providing technical compliance assistance to member agencies in accordance with requirements of the Municipal Regional Permit. ACTION p. 135
- 6.4 Review and approval of Resolution 15-1 authorizing the C/CAG Chair to execute an agreement with Shaw/Yoder/Antwih, Inc. to provide state legislative advocacy service in an amount not to exceed \$144,000 for two years for the 2015 and 2016 legislative session. ACTION p. SUPP – 61

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

7.2 Chairperson's Report

7.3 Boardmembers Report

8.0 EXECUTIVE DIRECTOR'S REPORT

9.0 COMMUNICATIONS - Information Only

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

9.1 Letter via email from Wally Abrazaldo, Transportation Programs Specialist, to Jill Ekas, Contract Planner, City of Redwood City, dated 11/26/14. RE: Notice of Preparation of a Draft Environmental Impact Report for the Proposed Redwood City Inner Harbor Specific Plan. p. 143

9.2 Letter via email from Sandy Wong, C/CAG Executive Director, to Christopher Calfee, Senior Counsel, Governor's Office of Planning and Research (OPR), dated 11/21/14. RE: Preliminary Discussion Draft of Updates to the CEQA Guidelines Implementing Senate Bill 743. p. 145

9.3 Letter from Mary Ann Nihart, C/CAG Chair, to All Councilmembers of San Mateo County Cities and Members of the Board of Supervisors, all City/County Managers, dated 12/15/14. RE: C/CAG Committee Vacancies for Elected Officials. p. SUPP – 65

10.0 CLOSED SESSION (Pursuant to Government Code Sec. 54957.6):

10.1 Conference with Labor Negotiators

C/CAG Representatives: C/CAG Compensation Committee, Patricia Martel

Unrepresented Employee: Executive Director

11.0 RECONVENE OPEN SESSION

11.1 Report on Closed Session.

12.0 Action on Compensation Adjustment for Executive Director. ACTION

13.0 Approval of 2015 Performance Objectives for Executive Director. ACTION

14.0 ADJOURN

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

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

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

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

Executive Director: Sandy Wong 650 599-1409

Administrative Assistant: Nancy Blair 650 599-1406

MEETINGS

Jan.8, 2015 Legislative Committee - SamTrans 4th Floor Dining Room - 5:30 p.m.
Jan. 8, 2015 C/CAG Board - SamTrans 2nd Floor Auditorium – 7:00 p.m.
Jan. 15, 2015 CMP Technical Advisory Committee - SamTrans, 2nd Floor Auditorium - 1:15 p.m.
Jan. 15, 2015 Stormwater Committee - SamTrans, 2nd Floor Auditorium - 2:30 p.m.
Jan. 20, 2015 NPDES – Oak Room, San Mateo Library, 10:00 am.
Jan. 21, 2015 Resource Management and Climate Protection Committee (RMCP) - 155 Bovet Rd, Ground Floor - 2 p.m.
Jan. 26, 2015 Administrators’ Advisory Committee - 555 County Center, 5th Fl, Redwood City - Noon
Jan. 26, 2015 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors

Item 4.2

From: Sandy Wong, Executive Director

Subject: Presentation on Community Choice Aggregation

(For further information or questions contact Sandy Wong at 650 599-1409)

That the C/CAG Board receive an oral presentation on Community Choice Aggregation by Shawn Marshall, Co-Founder and Executive Director of Lean Energy US.

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors

ITEM 5.8

From: Sandy Wong, Executive Director

Subject: Review and approval authorizing the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission (MTC), for a one year time extension, at no additional cost, to conduct traffic analysis for Express Lanes on US 101 from Santa Clara County Line to I-380.

(For further information or response to questions, contact Sandy Wong at 650-599-1409)

RECOMMENDATION

That the C/CAG Board review and authorize the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission (MTC), for a one year time extension, at no additional cost, to conduct traffic analysis for Express Lanes on US 101 from Santa Clara County Line to I-380.

FISCAL IMPACT

Funding for the traffic analysis is shared between C/CAG and MTC on a 50/50 basis. Total cost of \$80,000 has been approved.

SOURCE OF FUNDS

C/CAG share of the funding is comes from the Transportation Fund.

BACKGROUND

At the February 13th C/CAG Board meeting, staff provided an update to the Board on highway improvement studies along US 101. A Project Study Report (PSR) for adding carpool lanes along US 101 between Whipple Ave and I-380 is currently underway. That is called the "Staged Hybrid HOV Lane". Under the Caltrans requirements, completion of a PSR is the first phase of a project, before a project is allowed to begin its CEQA/NEPA phase. A discussion ensued regarding the concept of High Occupancy Toll (HOT) lane (also known as Express Lane).

At the March 13th C/CAG Board meeting, presentations were provided on Express Lanes implementation from the neighboring counties of Santa Clara and Alameda where express lanes have been either implemented or in progress.

On May 8, 2014 the C/CAG Board authorized a funding agreement with MTC to conduct traffic analysis for Express Lanes on US 101 from Santa Clara County Line to I-380. The current funding agreement with MTC expires on December 31, 2014. The traffic analysis is near completion. However, presentation of the study to Committees and Board is anticipated after the new year. Therefore, time extension to the agreement is needed, with no additional cost.

ATTACHMENTS

1. Amendment No. 1 to the funding agreement to conduct traffic analysis for Express Lanes on US 101 from Santa Clara County Line to I-380.

AMENDMENT NO. 1 TO FUNDING AGREEMENT
BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION
AND
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
FOR THE FEASIBILITY ANALYSIS OF EXPRESS LANES
ON US-101 IN SAN MATEO COUNTY

THIS AGREEMENT, effective as of December 1, 2014, is Amendment No. 1 to the Agreement by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC"), and the City/County Association of Governments of San Mateo County (herein called "C/CAG"), dated June 11, 2014.

W I T N E S S E T H

WHEREAS, consultant services funded through this Agreement will be required through December 2015.

NOW, THEREFORE, the Parties hereto agree to modify the Agreement as follows:

1. Article 2. TIME OF PERFORMANCE is revised to extend the period of performance to December 31, 2015.
2. RETENTION OF CONTRACT PROVISIONS
Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

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/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO
COUNTY

Steve Heminger, Executive Director

Mary Ann Nihart, Chair

C/CAG Legal Counsel

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors

ITEM 5.9

From: Sandy Wong, Executive Director

Subject: Review and approval authorizing the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission (MTC), for a one year time extension, at no additional cost, to the funding agreement for the development of ramp metering implementation plans on US-101 in San Mateo County.

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

RECOMMENDATION

That the C/CAG Board review and authorize the C/CAG Chair to execute Amendment No. 1 with the Metropolitan Transportation Commission (MTC), for a one year time extension, at no additional cost, to the funding agreement for the development of ramp metering implementation plans on US-101 in San Mateo County.

FISCAL IMPACT

\$55,000 budgeted for the Ramp Metering program in the 2014/2015 C/CAG budget.

SOURCE OF FUNDS

Funding for the Ramp Metering program is from the C/CAG Congestion Relief Plan. MTC is contributing \$104,500 for a total cost of \$159,500.

BACKGROUND

On May 8, 2014 the C/CAG Board approved Resolution 14-09 authorizing a \$55,000 funding agreement with the MTC to develop a ramp metering implementation plan. This plan was required for the turn on of ramp meters along US 101 from the SR 92 interchange to the San Francisco County.

Northbound direction ramp meters were turned on in mid-November of this year. Southbound ramp metering plans are being developed for a target activation in spring of 2015. The Ramp Metering Technical Committee (RMTC), composed of city staff designated by impacted local jurisdictions, reviews and approves of the metering rate plans before turn on.

The current funding agreement with MTC expires on December 31, 2014. Since the southbound activation will not be completed until spring, the contract term needs to be extended to continue the work. In addition, an after study will be conducted to evaluate ramp metering performance, a few months after the turn on of the southbound meters. This after study is estimated to be completed in the fall of 2015, necessitating the need for a full year extension.

ATTACHMENTS

1. Amendment No. 1 to the funding agreement for the development of ramp metering implementation plan on US-101 in San Mateo County.

AMENDMENT NO. 1 TO FUNDING AGREEMENT
BETWEEN THE METROPOLITAN TRANSPORTATION COMMISSION
AND
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
FOR THE DEVELOPMENT OF RAMP METERING IMPLEMENTATION PLAN
ON US-101 IN SAN MATEO COUNTY

THIS AGREEMENT, effective as of November 3, 2014, is Amendment No. 1 to the Agreement by and between the Metropolitan Transportation Commission, a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, (herein called "MTC"), and the City/County Association of Governments of San Mateo County (herein called "C/CAG"), dated May 1, 2014.

W I T N E S S E T H

WHEREAS, consultant services funded through this Agreement will be required through December 2015.

NOW, THEREFORE, the Parties hereto agree to modify the Agreement as follows:

1. Article 2. TIME OF PERFORMANCE is revised to extend the period of performance to December 31, 2015.
2. RETENTION OF CONTRACT PROVISIONS
Except as provided herein, all other terms and conditions of the Agreement remain unchanged.

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/COUNTY ASSOCIATION OF
GOVERNMENTS OF SAN MATEO
COUNTY

Steve Hemering, Executive Director

Mary Ann Nihart, Chair

C/CAG Legal Counsel

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors **ITEM 5.10.1**

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed Contract Change Orders to the Master Service Agreement and Contract Work Authorization Change Order between C/CAG and PG&E for the San Mateo County Energy Watch Local Government Partnership for calendar year 2015.

(For further information or response to questions, contact Sandy Wong at 650-599-1409 or Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of the executed Contract Change Orders to the Master Service Agreement and Contract Work Authorization Change Order between C/CAG and PG&E for the San Mateo County Energy Watch Local Government Partnership for calendar year 2015.

FISCAL IMPACT

None

SOURCE OF FUNDS

Funding for the San Mateo County Energy Watch program is provided by the PG&E Local Government Partnership.

BACKGROUND

On November 13, 2014 the C/CAG Board approved Resolution 14-52 authorizing the C/CAG chair to execute the Contract Change Order and Contract Work Authorization with PG&E upon negotiation of the final terms. And that the fully executed documents be brought back to the C/CAG Board at its next meeting.

The San Mateo County Energy Watch (SMCEW) Local Government Partnership (LGP) with PG&E began on January 1, 2009, under the auspices of the California Public Utilities Commission (CPUC). Since the original program cycle, which ended on December 31, 2009, PG&E has contracted with C/CAG for the SMCEW for two additional program cycles, 2010-2012 and the current program cycle, 2013-2014, which ends on December 31, 2014.

The CPUC is developing a new ten-year "rolling" program cycle process, which is intended to begin in 2016. In order to bridge the 2015 calendar year for LGP programs, the CPUC has requested that PG&E extend existing LGP contracts through December 31, 2015. The funding approved for calendar year 2015 is the same as approved for 2013-2014, annualized.

ATTACHMENT

Contract Change Order and Contract Work Authorization (CWA) Change Order.



Contract Change Order

This is Change Order ("CO") No. 3 to Contract No. 4400004093 dated 12/23/2009 between the below-named Contractor ("Contractor"), a Local Government Partner, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this Contract, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the Contract.

Contractor's Legal Name:	City/County Association of Governments (CCAG)	This Contract Change Order consists of 6 pages and all Attachments and Exhibits Indicated herein.
Contractor's Address:	555 County Center, 5 th Floor Redwood City, CA 94063	
Project Name:	San Mateo County Energy Watch	
Job Location:	Various PG&E Territories	

CHANGES: The Parties hereby modify the Contract referenced above as follows:

This Change Order No. 3 does the following:

- Adds Exhibit 9; "Contractor Document Retention and Production Requirements", and Exhibit 9-A, "Document and Data List";
- Extends the term date of this MSA from 12/31/2014 until 3/31/2016, subject the California Public Commission's approval for funding to cover this period; and
- Replaces the Rate Card with Attachment 1, "Revised Rate Card". The Parties specifically agree that the rates shall be deemed to have been effective as of January 1, 2015.

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this Contract Change Order and incorporated herein by this reference.

Attachment: No. 1 "Revised Rate Card";

Exhibit 9 "PG&E Contractor Document Retention and Production Requirements"; Exhibit 9-A Document and Data List".

PRICING CHANGES:	Previous Total Contract Value:	\$Total Value of All Authorized CWAs
	Addition or Deduction:	\$Total Value of All Authorized CWAs
	Revised Total Contract Value:	\$Total Value of All Authorized CWAs

All other terms and conditions of the Contract, as it may have been amended by previous Contract Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CONTRACT CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City/County Association of Governments (CCAG)	
Signature	<i>Dina Arellanes</i>	Signature	<i>Mary Ann Nichart</i>
Name	Dina Arellanes	Name	Mary Ann Nichart
Title	Manager, Sourcing Portfolio	Title	Chair
Date	12/23/2014	Date	12/18/14



Change Order No. 3
Contract No. 440004093
Page 2 of 6

ADMINISTRATION			
PG&E Negotiator	Tony Abdulla	Contractor Representative	Kim Springer
Phone	415.973.6837	Phone	650-599-1412
Email:	ica2@PGE.COM	Email:	KSpringer@SMCgov.org
Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code NSD 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

Attachment 1
Revised Rate Card;
Staffing Labor Rates for 2015

Vendor Name: City/County Association of Governments (CCAG)
MSA No. 4400004093

Labor/Job Classification	Hourly Pay Rate
C/CAG ED	\$157.50
D009	\$160.93
D008	\$141.62
D048	\$115.98
J083	\$111.07
J083 EH	\$88.55

EXHIBIT 9

PG&E Contractor Document Retention and Production Requirements

1. Contractor agrees to retain all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract, including without limitation, documents, data, plans, drawings, diagrams, investigative notes, field notes, tests, photographs, records, calculations, summaries, and reports; provided that Contractor is not required to retain (i) draft versions of final written documents such as reports, presentations, or other written deliverables and (ii) documents that are inconsequential or ancillary to performance and documentation of the project or its deliverables as follows:
 - X] a. the documents and data specified in Exhibit 9A to this Contract and/or in individual work authorizations (CWA) under this Contract; or
 - [] b. all documents and data, whether paper or electronic, created, collected or received for PG&E in the course of performing the Work or furnishing the materials under the Contract.

If neither Section 1(a) or Section 1(b) is checked, Section 1(b) shall apply. If Section 1(a) is checked, but documents and data are not specified in Exhibit 9A, or in a subsequently issued CWA, Section 1(b) shall apply. Collectively, the information shall hereinafter be referred to as "PG&E Contractor Documents."

2. Contractor shall store PG&E Contractor Documents in a secure and organized manner. All PG&E Contractor Documents shall be in legible form, whether paper or electronic. In managing and administering PG&E Contractor Documents, Contractor will comply with the requirements of "The Generally Accepted Recordkeeping Principles"⁶ (see www.arma.org), or with modified requirements approved in writing by PG&E.
3. Upon completion of the Work or furnishing of the materials under the Contract, or upon completion of the Work or furnishing of the materials under each CWA under the Contract ("Work Completion Date"), PG&E will specify which of PG&E Contractor Documents must be transmitted by Contractor to PG&E ("PG&E Records"), provided however, unless otherwise agreed by PG&E:
 - a. Contractor shall transmit to PG&E, or provide PG&E access to, PG&E Records on request within forty eight (48) hours or sooner if needed (without limitation) for regulatory, CPUC, safety, audit and/or litigation requirements;
 - b. PG&E may specify that PG&E Records be delivered to PG&E on a regular basis prior to the Work Completion Date;
 - c. With respect to PG&E Contractor Documents not transmitted to PG&E as PG&E Records, Contractor shall retain all such documents for twenty four (24) months after the Work Completion Date ("Post-Termination Retention Period"). During the Post-Termination Retention Period, PG&E Contractor Documents shall be retained by Contractor at no additional cost to PG&E until disposed of in accordance with Section 6 below. To the extent PG&E requests Contractor to retain PG&E Contractor Documents after the Post-Termination Retention Period, the parties will mutually agree on the terms and conditions of such additional retention;
 - d. If PG&E Records are kept in electronic form, the following formats are acceptable for transmission to PG&E: (i) PDF, CAD or TIFF for drawings and diagrams and (ii) PDF for all other documents. If PG&E Records transmitted to PG&E consist of data in a proprietary format, Contractor shall make available to PG&E the proprietary tools or software necessary to access the data including after the transfer of the data to PG&E. **This Section 3.d. shall not abrogate Contractor's obligation to produce PG&E Records in**

an alternative format (e.g., a native format) if set forth elsewhere in the Contract, in which case Contractor shall produce PG&E Records in each of the formats requested.

4. PG&E Contractor Documents shall be treated as confidential and shall not be disclosed to others unless Contractor is required to produce such documents pursuant to legal or regulatory requirements, in which case Contractor shall give PG&E maximum practicable advance notice prior to any production.
5. Contractor shall maintain a system for back-up of electronic PG&E Contractor Documents (e.g., files or databases) so they will be preserved for retrieval in the event that the originals are lost or destroyed.
6. If PG&E directs Contractor to dispose of PG&E Contractor Documents, Contractor shall do so if legally permissible and in a confidential and secure manner, whether the format is electronic or paper. Proof of destruction of PG&E Contractor Documents shall be submitted to PG&E upon request.
7. If PG&E provides paper documents to Contractor in order to convert them to digital electronic format, Contractor shall return both the paper documents and the documents converted to digital electronic format to PG&E.
8. Contractor is responsible for ensuring that its Subcontractors regardless of tier comply with the obligations of Contractor where set forth in this Exhibit 9.
9. The terms and conditions of this Exhibit 9, including Exhibit 9A if attached, shall survive the termination of this Contract.

Exhibit 9A

Document and Data List

If Section 1(a) of Exhibit 9 is checked, Contractor agrees that in connection with this Contract or CWA, as applicable, the following PG&E Contractor Documents will be created, received and/or maintained by Contractor:

Required Records Include:

- Final Incentive applications
- Copies of paid Invoices
- Pre-retrofit energy audit reports, – measurement and verification (M&V) plans, reports, and verification reports
- Pre-installation inspection reports
- Post-installation inspection reports
- Program and project related correspondence, including emails
- Final copies of all deliverables outlined in contract with PG&E

Other records that may be required (as applicable) include:

- All spreadsheets in their original, unlocked formats containing the quantities of measures installed, pre- and post- measure wattages, and operating hours with formulas and linkages intact
- Preliminary and final savings calculations and supporting data with documentation to ensure replicability
- Documentation for any deemed, stipulated, or estimated components of ex-ante impact calculations of savings, such as hours of use, measure life/ effective useful life (EUL), remaining useful life (RUL), and incremental/ installed costs (including any analysis or source), and the equation or tool used to determine savings if no 'live' functional spreadsheet is available
- Documentation to support baseline type assignment (code or standard requirement, early retirement, retrofit, replace on burnout, industry standard practice, CPUC policy, etc.)



Contract Work Authorization (CWA) Change Order

This is Change Order ("CO") No. 2 to Contract Work Authorization No. 2500758821 dated 01/16/2013 issued under and pursuant to the Blanket Agreement or Master Service Agreement No. 4400004093 dated 12/23/2009 (the "MSA") between the below-named Contractor ("Contractor"), a Local Government Partner, and Pacific Gas and Electric Company ("PG&E"), a California corporation with its headquarters located at 77 Beale Street, San Francisco, California 94105. Contractor shall perform all Work under this CWA, as amended by this Change Order, pursuant to and in accordance with the terms and conditions of the MSA.

Contractor's Legal Name: City/ County Association of Governments

This Change Order consists of 6 pages and all Attachments and Exhibits Indicated herein.

Contractor's Address: 555 County Center, 5th Floor
Redwood City, CA 94063

Project Name: San Mateo County Energy Watch

Job Location: Standard PG&E service locations.

CHANGES: The Parties hereby modify the Contract Work Authorization referenced above as follows:

The following changes are hereby authorized and subject to the terms and conditions contained in the Contract referred to above, and as fully described in Attachment 1 of this Change Order.

The purpose of this Change Order No. 2 is to:

1. Revises the value of this CWA per Pricing Changes below;
2. Extends the end date of this CWA from 12/31/2014 until 12/31/2015, subject to the California Public Commission's approval for funding to cover this period;
3. Incorporates all sections of the revised Specific Conditions as fully described in below Attachment 1 of this Change Order;

This Change Order represents full and final consideration for the changes described herein, including but not limited to all adjustments to price, schedule, guaranteed dates, and performance criteria.

ATTACHMENTS: The following are attached to this CWA Change Order and incorporated herein by this reference.

Attachment No. 1 – Revised Specific Conditions , pages 3-6

PRICING CHANGES:	Previous Total CWA Value:	\$ 895,826.00
	Addition or Deduction:	\$ 603,713.00
	Revised Total CWA Value:	\$1,499,539.00

All other terms and conditions of the CWA, as it may have been amended by previous CWA Change Order(s), if any, shall remain the same.

THE PARTIES, BY SIGNATURE OF THEIR AUTHORIZED REPRESENTATIVES, HEREBY AGREE TO THE TERMS OF THIS CWA CHANGE ORDER.

PACIFIC GAS AND ELECTRIC COMPANY		CONTRACTOR: City/ County Association of Governments	
Signature	<i>Dina Arellanes</i>	Signature	<i>Mary Ann Nihart</i>
Name	Dina Arellanes	Name	Mary Ann Nihart
Title	Portfolio Manager	Title	Chair
Date	12/23/2014	Date	12/18/14



ADMINISTRATION			
PG&E Negotiator	Anthony Abdulla	Contractor Representative	Kim Springer
Phone	415 973 6837	Phone	650-597-1412
Email:	TCA2@pgo.com	Email:	kspringer@stc.lg&v.sfg.
Accounting Reference			

INTERNAL PG&E USE ONLY		
Distribution Date		
Distribution of Copies:	<input type="checkbox"/> Document Services (Signed Original Copy) Mail Code N5D 245 MARKET ST., SAN FRANCISCO	<input type="checkbox"/> Contractor (Signed Original Copy)
	<input type="checkbox"/> Work Supervisor	<input type="checkbox"/> Manager
	<input type="checkbox"/> Invoice Approver	<input type="checkbox"/> Supervisor
	<input type="checkbox"/> V.P.	<input type="checkbox"/> Sourcing/ Purchasing
	<input type="checkbox"/> Director	<input type="checkbox"/> Law

CHANGE ORDER ADDENDUM

City/County Association of Governments /San Mateo County Energy Watch, Contract
Number: 2500758821
Vendor Number: 1087886

See SOW below for City/County Association of Governments /San Mateo County Energy
Watch

Change Order Number (CCO2) - Attachment 1: Changes to Agreement No. 2500758821

The following changes are hereby authorized subject to the terms and conditions contained in the Contract referred to above, as amended by this Attachment 1. Unless otherwise defined herein, all terms and conditions used herein shall have the same meaning as in the Contract. In the event of any conflicting terms between this Attachment 1 and the Contract, this Attachment 1 shall control.

The purpose of this Change Order Number (CCO2) is to:

- 1.) **Update** contract total amount to include 2015 budget (Section 4A.1.1)
- 2.) **Increase** energy savings goals (Section 4A.2)
- 3.) Modify dates as a result of the Proposed Decision PD.13-11-005
 - a. The following statement applies to all sections within the contract that reference the 2013-2014 program cycle. (Sections 1.1, 1.4, 2.4.3, 4.2.5.2, 4.2.6.2.2, 4.2.6.3)

“The 2013-2014 program cycle has been extended to 2015 due to the Proposed Decision PD.13-11-005. Contract terms will be extended to 2015.”

- b. (Section 2.41.) Change date from January 1, 2013 to January 1, 2015.
- c. (Section 2.4.2) Change date from December 31, 2014 to December 31, 2015
- d. (Section 2.4.3) Change dates from 1) January 1, 2015 to January 1, 2016; and 2) November 15, 2014 to November 15, 2015
- e. (Section 2.4.4) Change dates from 1) January 25, 2015 to January 25, 2016; and 2) December 15, 2014 to December 15, 2015
- f. (Section 3.5.10) Change date from December 31, 2014 to December 31, 2015
- g. (Section 3.5.11) Change date from 1) December 31, 2014 to December 31, 2015;
- h. (Section 3.7.2) Change dates from 1) December 1, 2014 to December 1, 2015 and 2) December 31, 2014 to December 31, 2015
- i. (Section 3.7.3) Change date from December 31, 2014 to December 31, 2015
- j. (Section 3.7.4) Change dates from 1) October 31, 2014 to October 31, 2015 and 2) December 31, 2015 to December 31, 2015
- k. (Section 3.7.6) Change date from November 15, 2014 to November 15, 2015
- l. (Section 4A.1.1) Change year from 2013-2014 to 2015

- m. (Section 4A.2.1 Change year from 2013-2014 to 2015
- n. (Section 13.1) Change year from 2013-2014 to 2015 and 2) Change date from January 1, 2013 to January 1, 2015
- o. (Exhibit G Program Dates) Change dates 1) 12/x/14 to 12/x/15 and 2) x/x/14 to x/x/15 3) 12/x/14 to 12/x/15
- p. (Exhibit G Qualifying Dates) Change dates 1) 1/1/13 to 1/1/14 and 2) 12/15/14 to 12/15/15

SOW changes

This section replaces Section 4A.1.1.

4A.1 Program Budget

4A.1.1. The aggregate total of PG&E payments for all Work authorized and satisfactorily completed under this Contract, as approved by PG&E (the "Contract Budget"), shall not exceed \$1,499,539. The total payments shall not exceed the following amounts for each payment type without prior written approval from the PG&E Program Manager. After the final invoice for work in 2014 is submitted, the unspent contract funds will no longer be available. Payments for work in 2015 will then be funded from the 2015 budget, as outlined below:

The Program budget is allocated to the following CPUC-specified categories.

	2013-14	2015
Administration:	\$53,749	\$36,224
Marketing:	\$89,582	\$60,373
Direct Implementation (non-incentive):	\$392,495	\$337,181
Strategic Energy Resources:	\$360,000	\$169,935
Total Contract Budget:	\$895,826	\$603,713

Implementer understands, acknowledges and agrees that the 2013 – 2014 Program cycle is two (2) years, while the 2015 change order is a one-year extension, and the Program budget is the maximum amount of funding allocated to Implementer for this Program. If Implementer depletes funding prior to the end of the Program cycle, Implementer must shut down the Program for the remainder of the 2015 extension.

This section replaces Section 4A.2.

4A.2 Program Energy Savings:

4A.2.1. The total Program Energy Savings and peak demand reduction goals for the Program are shown in the table below:

	2013 - 2014	2015
Electricity, kW	949	299
Electricity, kWh	6,372,599	2,711,736
Natural Gas, Therms	N/A	0

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors **ITEM 5.10.2**

From: Sandy Wong, Executive Director

Subject: Receive a copy of executed agreement between C/CAG and H2 Video for the San Mateo County Energy Watch website for an amount not to exceed \$19,000 in accordance with C/CAG procurement policy.

(For further information or response to questions, contact Sandy Wong at 650-599-1409, or Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of executed agreement between C/CAG and H2 Video for the San Mateo County Energy Watch website for an amount not to exceed \$19,000 in accordance with C/CAG procurement policy.

FISCAL IMPACT

The executed agreement with H2 Video is for an amount not to exceed \$19,000.

SOURCE OF FUNDS

Funding for the agreement with H2 Video comes from the San Mateo County Energy Watch Program (SMCEW) – PG&E Local Government Partnership (LGP) for program cycle 2013 and 2014.

BACKGROUND

The SMCEW is a LGP between C/CAG and PG&E and is managed and staffed by RecycleWorks, a program of the County of San Mateo, Department of Public Works.

The SMCEW program maintains a website: <http://www.smcenergywatch.com/>, which provides information and resources to multiple customer sectors on how to accomplish energy efficiency retrofits through the SMCEW or other programs available in San Mateo County.

Service provided by H2 Video is needed to develop customer testimonials and an animated description of the SMCEW program for the SMCEW website. The customer testimonials and animation will be used for marketing as staff rolls out a countywide, energy efficiency campaign for small businesses in January 2015.

ATTACHMENT

Executed agreement between C/CAG and H2 Video.

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
H2 Video

This Agreement entered this 22nd day of December, 2014, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and H2 Video, hereinafter called "Contractor."

WITNESSETH

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

WHEREAS, C/CAG is prepared to award funding for creating videos for the San Mateo County Energy Watch (SMCEW) website to provide program information on the SMCEW website; and

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

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by February 28, 2015.
2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the cost rates set forth in Exhibit A up to a maximum amount of nineteen thousand dollars (\$19,000) for Services provided during the Contract Term as set forth below.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.

5. Contract Term. This Agreement shall be in effect as of December 3, 2014 and shall terminate on February 28, 2015; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination shall be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.

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

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

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

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

Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect C/CAG, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by the Contractor or by any 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 Staff if under \$1,000,000
a. Comprehensive General Liability	\$ 1,000,000	_____
b. Workers' Compensation	\$ Statutory	_____

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

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

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

Agreement.

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

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

13. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
15. Notices. All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:

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

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

H2 Video
P.O. Box 3590
Half Moon Bay, 94019
Attention: Henry Hopkins

“Exhibit A” Proposed Services and Fees

2 Testimonial Videos - \$6,025 total

Video Production Package: \$2,800

3 full day shoots
2 HD camcorders
1 lavalier microphone kit
1 colored backdrop and stand
2 light kits
1 easy dolly 3' track system
1 DP
1 AC/Grip

Video production package rate: 1400/day

Duration: 2 days

$1400 \times 2 = 2800$

Video Editing and Motion Graphics: \$2,925

Edit 2 final customer testimonials (2 minutes TRT). Editing includes integration of intro and end slates, basic transitions, text slates, music integration, color correction, final export and compression for web distribution.

Motion graphics include the creation or animation of any text or graphical element (lower thirds and intro/end slate).

2 edit rounds included in quote.

Rate: 65/hr

Hours: 45

Music Search and Licensing: \$300

License is perpetual, royalty free and no distribution limitations. 2 songs.

FLAT RATE (150)

Animated Video - \$8,600 total

Script Writing: \$1,500

H2 Video will work with client to ensure all main points and proper direction is taken for the creation of the script. H2 Video will then refine the script to clients spec's (2 edit rounds).

FLAT RATE

Voice Over: \$450

Professional voice over. Client will get to choose between 5 different VO artists and between a male or female artist.

Voice over rate: 300/60 seconds

Motion Graphics: \$6,500

Motion graphics includes the creation or animation of any text or graphical element.

Rate: 65/hr

Hours: 100

Music Search and Licensing: \$150

License is perpetual, royalty free and no distribution limitations. 1 song.

FLAT RATE (150)

Additional Scope of Work by mutual agreement \$4,375

Contractor shall provide quotes for additional services to C/CAG prior to commencing additional scope of work.

Total Proposed Services and Fees: \$19,000

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

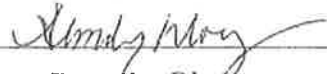
H2 Video (Contractor)

By  _____

12/14/14

Date

City/County Association of Governments (C/CAG)

By  _____

12-22-14

Sandy Wong, Executive Director

Date

C/CAG Legal Counsel

By  _____

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors

ITEM 5.10.3

From: Sandy Wong, Executive Director

Subject: Receive a copy of executed agreement between C/CAG and BAWSCA to share the cost for an AmeriCorps CivicSpark fellow, in an amount not to exceed \$12,000 for each agency, and its companion agreement between C/CAG and the Local Government Commission (LGC) for providing the AmeriCorps CivicSpark fellow in an amount not to exceed \$24,000 in total, in accordance with C/CAG procurement policy.

(For further information or response to questions, contact Sandy Wong at 650-599-1409, or Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of executed agreement between C/CAG and BAWSCA to share the cost for an AmeriCorps CivicSpark fellow, in an amount not to exceed \$12,000 for each agency, and its companion agreement between C/CAG and the Local Government Commission (LGC) for providing the AmeriCorps CivicSpark fellow in an amount not to exceed \$24,000 in total, in accordance with C/CAG procurement policy.

FISCAL IMPACT

The net cost to C/CAG is \$12,000 for the AmeriCorps CivicSpark fellow.

SOURCE OF FUNDS

Funding for the AmeriCorps CivicSpark fellow comes from the San Mateo County Energy Watch (SMCEW) program – PG&E Local Government Partnership.

BACKGROUND

The SMCEW is a LGP between C/CAG and PG&E and is managed and staffed by RecycleWorks, a program of the County of San Mateo, Department of Public Works.

The SMCEW began working with schools in 2012, completing energy benchmarking for every public school in San Mateo County and providing a workshop, in collaboration with the County Office of Education, to support school district readiness to apply for and attain Prop 39 funding, for energy efficiency improvements at public school sites. In 2013, the SMCEW began water benchmarking all the public schools.

Energy benchmarking for public schools has been completed. Water benchmarking, although has made great progress, has yet to be completed. The benchmarking work was done by a Climate Corps Bay Area fellow, provided through Strategic Energy Innovations. A new opportunity has come up to cost-share one new fellow with the Bay Area Water Supply And Conservation Agency (BAWSCA), to

be provided through the Local Government Commission-administered AmeriCorps program called CivicSpark, to complete the water benchmarking and to support BAWSCA's outreach programs.

The following is an excerpt that describes the scope of services to be provided by the CivicSpark fellow:

- b) SMCEW initiatives (50%):
 - i) Finish benchmarking the water use of public K-12 schools (started by the 2013-2014 Climate Corps fellow).
 - ii) Coordinate with water agencies to move school districts toward implementation of water-saving measures.
 - iii) Coordinate outreach efforts to small businesses, in partnership with the Climate Corps fellow organizing energy efficiency campaigns (Eddie Ashley).
 - iv) Look for opportunities to save hot water in residential, school, and business sectors.
- c) BAWSCA initiatives (50%):
 - i) Develop and manage community outreach campaigns to increase participation in water efficiency programs including: Lawn Be Gone, high-efficiency toilet rebates, rain barrel rebates, and landscape education classes and workshops.
 - ii) Coordinate public events
 - iii) Coordinate with contractors doing outreach to nurseries and hardware stores.
 - iv) Coordinate purchasing events for rain barrels.
- d) Public-facing initiatives (for both parties) may include these activities:
 - i) Coordinate the efforts of the outreach campaign team, including participants from city sustainability staff and water agency staff.
 - ii) Develop relationships with one or more local non-profit organizations to enlist and manage groups of volunteers to support outreach efforts.
 - iii) Help develop a public-facing media campaign to increase community awareness and participation.
 - (1) Utilize existing social media and traditional media channels
 - (2) Develop promotional materials such as flyers and promotional videos
 - iv) Create promotional web pages on smcenergywatch.com and/or bawscs.org.
 - v) Keep track of water savings and water-related energy savings attributed to outreach campaigns.
 - vi) Prepare conservation activity reports, including hours of service, for grant administration, billing, and other purposes.

C/CAG and BAWSCA will split the cost of the CivicSpark fellow, each funding an amount not to exceed \$12,000.

The C/CAG's share will be reimbursed by the San Mateo County Energy Watch Program (SMCEW) Local Government Partnership.

ATTACHMENTS

1. Cost-sharing agreement between C/CAG and BAWSCA for a shared Resource Conservation Associate.
2. Agreement for Services of Independent Contractor (between C/CAG and Local Government Commission "LGC")

File

**COST-SHARING AGREEMENT BETWEEN
THE BAY AREA WATER SUPPLY AND CONSERVATION AGENCY
AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS
FOR A SHARED RESOURCE CONSERVATION ASSOCIATE**

RECITALS

This Cost-Sharing Agreement (Agreement) is entered into this 11th day of Dec, 2014 between the Bay Area Water Supply and Conservation Agency (BAWSCA) and City/County Association of Governments of San Mateo County (C/CAG) for the purpose of sharing costs for a Local Government Commission, CivicSpark, AmeriCorps Member (Resource Conservation Associate) to develop and promote water conservation programs to schools, businesses and residents in San Mateo County.

WHEREAS, BAWSCA administers conservation rebate programs; and

WHEREAS, BAWSCA's members are water agencies that also desire to encourage customers being served by such agencies to conserve water resources; and

WHEREAS, C/CAG operates the San Mateo County Energy Watch (SMCEW), a local government partnership between C/CAG and Pacific Gas and Electric Company (PG&E) under the auspices of the California Public Utilities Commission; and

WHEREAS, the SMCEW serves local governments and special districts, schools, nonprofit organizations, small businesses, farms, and lower-income homes, and provides energy efficiency and energy-water nexus conservation technical support and services; and

WHEREAS, C/CAG has engaged the services of an independent contractor through the Agreement For Services Off Independent Contractor, between C/CAG and the Local Government Commission (LGC Agreement), which is attached hereto as Attachment 1; and

WHEREAS, the Parties wish to utilize a Resource Conservation Associate, pursuant to the LGC Agreement, in order to develop and co-promote regional water conservation initiatives, and C/CAG has agreed to pass through the services of the Resource Conservation Associate to BAWSCA in accordance with the terms of this Agreement; and

WHEREAS, each of the Parties desire to enter into this Agreement to set forth the rights and responsibilities of each Party, including the funding of the services of the Resource Conservation Associate.

NOW THEREFORE, BAWSCA and C/CAG hereby agree as follows:

1. SCOPE OF SERVICES

C/CAG and BAWSCA will partner to compensate the services of a Resource Conservation Associate in accordance with the terms of the LGC Agreement to promote the water conservation and water-energy nexus programs of both Parties. Attachment 2 to this Agreement, Management and Scope of Work, provides details of the work to be performed by

the Resource Conservation Associate for each Party. Attachment 1 to this Agreement includes Exhibit F – Prohibited Activities, which sets forth a list of activities not allowed under the LGC Agreement.

2. TERM

This Agreement is effective December 12, 2014 and shall expire on September 18, 2015, unless extended by mutual agreement by the Parties. In the event that the Local Government Commission cancels its agreement with C/CAG, this Agreement may be canceled by C/CAG with 30 days' notice to BAWSCA.

3. FUNDING AND METHOD OF PAYMENT

C/CAG and BAWSCA will each provide an amount not to exceed \$12,000 for the term of this Agreement, to be paid directly by each Party to the Local Government Commission for up to 650 hours served to each Party by the Resource Conservation Associate, at a rate of \$18 per hour, for a total of \$11,700, and up to \$300 in non-labor expenses per Party shall be funded by each Party, for a total of \$12,000.

C/CAG will provide an accounting of hours served on a monthly basis to BAWSCA (and the Local Government Commission) for purposes of invoicing.

Accounting of hours served and invoice for services shall be delivered or mailed to BAWSCA as follows:

Bay Area Water Supply and Conservation Agency
155 Bovet Road, Suite 650
San Mateo, California 94402
Attention: Michael Hurley, Water Resources Manager

Subject to duly executed amendments, it is expressly understood and agreed that in no event will C/CAG or BAWSCA's total funding commitment under this Agreement exceed \$12,000, unless revised in writing and approved by C/CAG and BAWSCA.

4. INDEMNITY

BAWSCA and C/CAG each agrees to mutually indemnify and defend at its own expense, including attorneys' fees, and hold the other, their officers, directors, employees and agents, harmless from and against all claims, costs, penalties, causes of action, demands, losses and liability of any nature whatsoever, including but not limited to liability for bodily injury, sickness, disease or death, property damage (including loss of use) or violation of law, caused by or arising out of or related to any negligent act, error or omission, or willful misconduct of itself, its officers, directors, employees and agents acting pursuant to this Agreement. This section shall survive termination or expiration of this Agreement.

5. MODIFICATION

This Agreement may be modified or amended only by a written document signed by both parties.

6. DISPUTE RESOLUTION

In the event of any dispute, the parties will promptly meet and confer, first at a staff level and then elevated to a meeting of executives, in a good faith attempt to resolve the dispute. If a dispute cannot be resolved by the parties independently, they may agree to submit such dispute to non-binding mediation by a mutually agreed-upon neutral third party with offices in the San Francisco Bay Area. The cost of mediation will be shared equally.

7. NOTICE

All notices required to be given, or which may be given by either party to the other, shall be deemed to have been fully given and fully received when made in writing and deposited in the United States mail, registered and postage prepaid and addressed to the respective parties as follows:

If to Agency: Bay Area Water Supply & Conservation Agency
 155 Bovet Road, Suite 650
 San Mateo, CA 94402
 Attention: Nicole Sandkulla, Chief Executive Officer/General
 Manager

If to C/CAG: City/County Association of Governments
 555 County Center, 5th Floor
 Redwood City, CA 94063
 Attention: Sandy Wong, Executive Director

Notification of a change in the name of the contact person shall be in writing.

8. WAIVER

A waiver of any requirement of this Agreement must be in writing by an authorized representative of the party waiving the requirement. The waiver by either party of a breach of any requirement of this Agreement will not be deemed a waiver of any such breach in the future or of a breach of any other requirement.

9. INTERPRETATION

Section headings are solely for convenience and are not intended to affect the interpretation of the Agreement. The Agreement will be interpreted reasonably, not in favor of or against either party.

10. NO THIRD PARTY RIGHTS

The parties do not intend this Agreement to create rights in any third parties and nothing in this Agreement should be construed to do so.

11. SEVERABILITY

If any provision of this Agreement or any portion thereof is held to be invalid or unenforceable for any reason, that provision will be reformed and/or construed consistently with applicable law as nearly as possible to reflect the original intentions of this Agreement, and in any event such provision will be severable and will not affect the validity or enforceability of any other provision.

12. APPLICABLE LAW

This Agreement, its interpretation and all work performed under it will be governed by the laws of the State of California.

13. ENTIRE AGREEMENT

This Agreement including any exhibits or attachments constitutes the complete agreement between the parties and supersedes any prior agreements, promises, and understandings whether written or oral. This Agreement may be modified or amended only by written instrument signed by both parties.

14. ATTACHMENTS TO THIS AGREEMENT

- (1) LGC Agreement
- (2) Management and Scope of Work

IN WITNESS WHEREOF the parties have executed this Agreement by their duly authorized officers as of the day and year first above written.

BAY AREA WATER SUPPLY & CONSERVATION AGENCY

By: *Arvo Sandkulla* Date: *Dec. 11*, 2014
Title: *CEO/GM*

CITY/COUNTY ASSOCIATION OF GOVERNMENTS

By: *Jimmy Wang* Date: *12-22*, 2014
Title: *Executive Director*

ATTACHMENT 1

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of December 12, 2014 by and between the City and County Association of Governments (Partner) and the Local Government Commission ("LGC").

RECITALS

- A. The Partner desires to engage LGC to provide certain services through the CivicSpark program and LGC desires to provide those services and to be compensated accordingly. This document is to establish the basic guidelines and expectations between the Partner and LGC.
- B. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the Partner and LGC hereby covenant and agree as follows:

1. Appointment. The Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit "A", "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

The Partner also agrees to the responsibilities and roles as described in Exhibit "B", as they relate to the Partner's participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein. The Partner also agrees to abide by all federal AmeriCorps expectations and prohibited activities as described in Exhibit "F".

Neither party may vary the scope of services described in Exhibit "A" or responsibilities in Exhibit "B" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by both parties.

2. Performance of Consulting Services. LGC shall perform the services in a diligent, competent and professional manner.

3. Consulting Fee; Reimbursable Expenses.

(a) The Partner shall pay LGC a fee for the services provided, as described in Exhibit "C," "Description of Compensation," attached hereto.

(b) LGC shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance of this Agreement, limited to those expenses listed in Exhibit "D," "Reimbursable Expenses," attached hereto, up to the maximum amount set forth in Exhibit "D." Upon receipt of LGC's invoice, Partner shall notify LGC if it has any exceptions to LGC's invoice. When LGC and Partner are in agreement on the terms of LGC's invoice, Partner shall submit payment for the invoice. The Partner shall reimburse LGC within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and LGC's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit "E". This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC.

This agreement may be terminated at any time by either party for good cause. This agreement may be terminated by either party, without cause, upon 30 days written notice to the non-terminating party.

5. Excuse of Performance. LGC's obligation to perform the services specified in this contract shall be excused if the performance is prevented or substantially delayed due to circumstances not caused, in whole or in part, by LGC, including any such circumstances caused by the Partner.

6. Independent Contractor. It is the intent of the parties that LGC is and shall remain an independent contractor, and LGC shall (i) comply in all material respects with all the laws, rules, ordinances, regulations and restrictions applicable to the services, and (ii) pay all federal and state taxes applicable to LGC, whether levied under existing or subsequently enacted laws, rules or regulations. The parties hereto do not intend to create an employer-employee or master-servant relationship of any kind.

7. Insurance. LGC agrees to maintain: (1) commercial general liability insurance with minimum limits of \$1,000,000, and \$2,000,000 in the aggregate, written on an occurrence form basis, protecting it from claims for personal injury (including bodily injury and death) and property damage which may arise in connection with the performance of Consultant's Services hereunder or from or out of any act or omission of Consultant, its officers, directors, agents, subcontractors or employees for both Bay Area Water Supply and Conservation Agency (BAWSCA) and Partner; (2) professional liability insurance with minimum limits of \$1,000,000; and (3) worker's compensation insurance as required by law; and hired and non-owned auto insurance with minimum limits of \$1,000,000 for each accident. If requested, LGC shall provide a certificate of said insurance and an additional insured endorsement for both BAWSCA and to the Partner within 10 days of the execution of this Agreement.

8. Limitation of Liability. With regard to the services to be performed by the LGC pursuant to the terms of this Agreement, the LGC shall not be liable to the Partner, or to anyone who may claim any right due to LGC's relationship with the Partner for any acts or omissions in the performance of said services on the part of the LGC, except when said acts or omissions are the result of any willful misconduct by LGC. Partner shall hold the LGC free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising out of the services rendered to the Partner pursuant to the terms of this

Agreement or in any way connected with the rendering of said services, except when the same shall arise due to the willful misconduct of the LGC. LGC shall hold Partner free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising out of Partner's performance of this agreement.

9. Ownership of Documents. Ownership of any designs, plans, maps, reports, specifications, drawings, and other information or items produced by LGC while performing Services under this Agreement will be assigned to and owned jointly by LGC and Partner. The original of all reports, memoranda, studies, plans, specifications, drawings, materials, exhibits, maps or other similar or related documents prepared by LGC in the performance of the Services for the Partner shall be the joint property of LGC and the Partner.

The aforementioned Ownership of Documents excludes any documents, files or other plans maps report, specifications, drawings or other information containing private information of customers, including: site addresses, account or other identifying numbers, resource usage, customer names, or other data specifically designated as a security risk by PG&E, water district, or other partner relationship to Partner. LGC shall formally request access to any secure data from PG&E, water district or other partner and provide proof of access before Partner shall release data to LGC.

10. Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be deemed to have been given when delivered or personally delivered, three (3) business days after mailing if mailed by certified mail, postage prepaid, return receipt requested, and shall be addressed as follows:

To the Partner:

Sandy Wong, Executive Director
City & County Association of Government
555 County Center – 5th Floor DPW-155
Redwood City, CA 94063
(650) 599-1420
slwong@smcgov.org

To LGC:

Linda Cloud
Local Government Commission
1303 J Street, Suite 250
Sacramento, CA 95814
916-448-1198
916-448-8246 fax
lcloud@lgc.org

Either party may change its address by giving written notice thereof to the other party.

11. Governing Law. This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules.

12. Entire Agreement; Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

13. Headings. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

14. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

15. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

16. Successors and Assigns. Subject to the provisions of Section 7, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

DATED:

PARTNER

DATED:

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION

ATTACHMENT 2

Management and Scope of Work

Management:

The Resource Conservation Associate will be directly managed by SMCEW, with additional guidance and input from BAWSCA.

The Resource Conservation Associate will work onsite at the County of San Mateo approximately 4 days a week, and at BAWSCA's offices 1 day a week.

Scope of work:

SMCEW initiatives (50%):

- Finish benchmarking the water use of public K-12 schools (started by the 2013-2014 Climate Corps fellow).
- Coordinate with water agencies to move school districts toward implementation of water-saving measures.
- Coordinate outreach efforts to small businesses, in partnership with the Climate Corps fellow organizing energy efficiency campaigns (Eddie Ashley).
- Look for opportunities to save hot water in residential, school, and business sectors.

BAWSCA initiatives (50%):

- Develop and manage community outreach campaigns to increase participation in water efficiency programs including: Lawn Be Gone, high-efficiency toilet rebates, rain barrel rebates, and landscape education classes and workshops.
- Coordinate public events
- Coordinate with contractors doing outreach to nurseries and hardware stores.
- Coordinate purchasing events for rain barrels.

Public-facing initiatives (for both parties) may include these activities:

- Coordinate the efforts of the outreach campaign team, including participants from city sustainability staff and water agency staff.
- Develop relationships with one or more local non-profit organizations to enlist and manage groups of volunteers to support outreach efforts.
- Help develop a public-facing media campaign to increase community awareness and participation.

- Utilize existing social media and traditional media channels
- Develop promotional materials such as flyers and promotional videos
- Create promotional web pages on smcenergywatch.com and/or bawasca.org.
- Keep track of water savings and water-related energy savings attributed to outreach campaigns.

Prepare conservation activity reports, including hours of service, for grant administration, billing, and other purposes.

Exhibit “F” - Prohibited Activities

Per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors, CivicSpark members, and Partner may not engage in the following activities (see 45 CFR § 2520.65):

Attempting to influence legislation;

Organizing or engaging in protests, petitions, boycotts, or strikes;

Assisting, promoting, or deterring union organizing;

Impairing existing contracts for services or collective bargaining agreements;

Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;

Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;

Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

Providing a direct benefit to—

A business organized for profit;

A labor union;

A partisan political organization;

A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial

amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and

An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;

Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;

Providing abortion services or referrals for receipt of such services; and

Such other activities as CNCS may prohibit.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of December 12, 2014 by and between the City and County Association of Governments (Partner) and the Local Government Commission ("LGC").

RECITALS

A. The Partner desires to engage LGC to provide certain services through the CivicSpark program and LGC desires to provide those services and to be compensated accordingly. This document is to establish the basic guidelines and expectations between the Partner and LGC.

B. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual agreements set forth herein, the Partner and LGC hereby covenant and agree as follows:

1. Appointment. The Partner hereby appoints LGC as an independent contractor to perform the services described in Exhibit "A", "Scope of Services" attached hereto. LGC hereby accepts such appointment on the terms and conditions set forth herein.

The Partner also agrees to the responsibilities and roles as described in Exhibit "B", as they relate to the Partner's participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein. The Partner also agrees to abide by all federal AmeriCorps expectations and prohibited activities as described in Exhibit "F".

Neither party may vary the scope of services described in Exhibit "A" or responsibilities in Exhibit "B" except as expressly agreed to in writing by the other party. The budgets for direct labor and expenses are based on the services described in Exhibit "A." Any modification of the scope of services may affect direct labor costs and project expenses and must be approved in writing by both parties.

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3. Consulting Fee; Reimbursable Expenses.

(a) The Partner shall pay LGC a fee for the services provided, as described in Exhibit "C," "Description of Compensation," attached hereto.

(b) LGC shall be entitled to reimbursement for out-of-pocket expenses incurred in the performance

of this Agreement, limited to those expenses listed in Exhibit "D," "Reimbursable Expenses," attached hereto, up to the maximum amount set forth in Exhibit "D." Upon receipt of LGC's invoice, Partner shall notify LGC if it has any exceptions to LGC's invoice. When LGC and Partner are in agreement on the terms of LGC's invoice, Partner shall submit payment for the invoice. The Partner shall reimburse LGC within thirty (30) days of receiving the invoice.

4. Term. The term of this Agreement shall commence and LGC's duties and responsibilities under this Agreement shall begin as of the date first written above and shall continue, as agreed to in the timeline defined in Exhibit "E". This agreement is subject to earlier termination as provided herein, until the services are complete and all compensation and reimbursable expenses are paid to LGC.

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free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising out of Partner's performance of this agreement.

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City & County Association of Government
555 County Center – 5th Floor DPW-155
Redwood City, CA 94063
(650) 599-1420
slwong@smc.gov.org

To LGC:

Linda Cloud
Local Government Commission
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without regard to its choice of law rules.

12. Entire Agreement: Amendments. This Agreement contains all of the agreements of the parties hereto with respect to the matters contained herein and no prior or contemporaneous agreement or understanding, oral or written, pertaining to any such matters shall be effective for any purpose. No provision of this Agreement may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest.

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14. Severability. If any paragraph, section, sentence, clause or phrase contained in this Agreement shall become illegal, null or void or against public policy, for any reason, or shall be held by any court of competent jurisdiction to be illegal, null or void or against public policy, the remaining paragraphs, sections, sentences, clauses or phrases contained in this Agreement shall not be affected thereby.

15. Waiver. The waiver of any breach of any provision hereunder by any party hereto shall not be deemed to be a waiver of any preceding or subsequent breach hereunder.

16. Successors and Assigns. Subject to the provisions of Section 7, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

17. Warranty of Authority. Each of the undersigned hereby warrants that he/she has authority on behalf of his or her principal to execute this Agreement and to bind such principal to the terms hereof.

DATED:

Sandy Wong, Executive Director
C/CAG

Sandy Wong 12-22-14

DATED: 12/12/14

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION

Linda Cloud

Exhibit "A" Scope of Services

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. AmeriCorps Members can only work on service outlined in contracted performance measures (see below) approved by the Corporation for National and Community Service. These performance measures define how *CivicSpark* will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. *CivicSpark* Members are only allowed to perform activities specifically outlined below and may not perform those prohibited activities as seen in Exhibit "F". The Partner's project scope must align with the measures below:

- 1) Capacity Building for Local Governments – Member's direct service hours should be spent building capacity for local government beneficiaries to address their need around climate change response, assisting them to develop projects that they would otherwise not be able to complete. Capacity building for CivicSpark Members will be delivered in 4 stages including gap assessments, research, action, and implementation service projects, volunteer engagement, and knowledge transition.
- 2) Volunteer Engagement – All CivicSpark Members should have the opportunity to build further capacity for local governments by engaging, recruiting, and supporting volunteers. Volunteers may be engaged only one-time, (e.g. – volunteers to assist for a specific event such as Earth Day or service activities), or on-going, such as interns.
- 3) Training and Professional Development for Members – Members can spend up to 20% of their 1700-hour service year on training. Training includes the 2-week intensive orientation at the start of the service year, continued monthly trainings, and professional development and networking opportunities. Training hours ensure that Members have the training and tools they need to succeed in their sustainability work.

The majority of direct service portion of the work provided by CivicSpark to local governments only involves the first two measures. The third measure is realized principally through training and professional development activities provided by LGC to CivicSpark members. Some activities that occur while working with local governments may be considered training and professional development such as networking events and trainings that might be hosted by the local government.

LGC will perform the following services:

- 1) General Program Responsibilities
 - a) Provide clear guidelines to CivicSpark Member regarding AmeriCorps regulations and expectations
 - b) Recruit and train a Regional Supervisor (1000 hours over 13 months) to work with CivicSpark Members and Participating local governments
 - c) Recruit and train CivicSpark Members to provide capacity building services for the region
 - d) Work to provide support and guidance for CivicSpark Members, addressing any concerns that might develop during service year, and striving towards 90% retention of members
 - e) Manage local government service contracts
 - f) Develop and manage local government project scope and deliverables
 - g) Share outcomes from service with Partners

- 2) AmeriCorps Member Responsibilities
 - a) Pass a state and national and NSOPR background check prior to starting their service year.
 - b) Participate in a 2-week program orientation and complete 250 hours of training through dedicated member training and development and service days.
 - c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours overall.
 - d) Comply with guidelines for performance measures (Section IV), and abide by regulations on prohibited activities (Exhibit "F").
 - e) Complete accurate reporting in a timely manner for as required by the National Corporation for Service for projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments
 - f) Avoid participation in prohibited activities.
 - g) Identify as an AmeriCorps member and wear AmeriCorps lapel pins or gear during service hours.
 - h) Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.
- 3) Project Specific Scope of Work
 - a) Member activity outlined in this scope will follow all AmeriCorps service guidelines including prohibited activities described in Exhibit E.
 - b) SMCEW initiatives (50%):
 - i) Finish benchmarking the water use of public K-12 schools (started by the 2013-2014 Climate Corps fellow).
 - ii) Coordinate with water agencies to move school districts toward implementation of water-saving measures.
 - iii) Coordinate outreach efforts to small businesses, in partnership with the Climate Corps fellow organizing energy efficiency campaigns (Eddie Ashley).
 - iv) Look for opportunities to save hot water in residential, school, and business sectors.
 - c) BAWSCA initiatives (50%):
 - i) Develop and manage community outreach campaigns to increase participation in water efficiency programs including: Lawn Be Gone, high-efficiency toilet rebates, rain barrel rebates, and landscape education classes and workshops.
 - ii) Coordinate public events
 - iii) Coordinate with contractors doing outreach to nurseries and hardware stores.
 - iv) Coordinate purchasing events for rain barrels.
 - d) Public-facing initiatives (for both parties) may include these activities:
 - i) Coordinate the efforts of the outreach campaign team, including participants from city sustainability staff and water agency staff.
 - ii) Develop relationships with one or more local non-profit organizations to enlist and manage groups of volunteers to support outreach efforts.
 - iii) Help develop a public-facing media campaign to increase community awareness and participation.
 - (1) Utilize existing social media and traditional media channels
 - (2) Develop promotional materials such as flyers and promotional videos
 - iv) Create promotional web pages on smcenergywatch.com and/or bawsca.org.

- v) Keep track of water savings and water-related energy savings attributed to outreach campaigns.
- vi) Prepare conservation activity reports, including hours of service, for grant administration, billing, and other purposes.

Exhibit "B" Partner Responsibilities

Partner will perform the following services:

- 4) Reporting Responsibilities
 - a) Complete applications for *CivicSpark* projects identifying local beneficiaries and total hours needed
 - b) Work with LGC to complete pre-assessment surveys to determine eligibility of projects and high need level of beneficiaries
 - 50% of local governments as beneficiaries should be considered high need, defined by:
 - (1) Community unemployment above the state average for current recorded year
 - (2) Community-wide energy use higher than the previous recorded year.
 - (3) Local government employment lower than 2007 levels
 - (4) CalEnviroScreen rating in the top 1/3 (score of 23 or greater)
 - c) Demonstrate a capacity need for each project beneficiary, currently defined as an absence of some of the following resources: A dedicated sustainability staff, an adopted climate action plan, or specific mechanisms to track adopted climate change actions
 - d) Complete project and AmeriCorps reporting quarterly throughout service year, including a post-assessment survey to be completed for each beneficiary at project completion.
 - e) Allow *CivicSpark* to share results for required grant reporting.
- 5) Support Responsibilities
 - a) Identify one local government staff member to act as a point person, familiarizing *CivicSpark* Members to resources and project, and setting aside 3 hours/week for assistance for each approved project
 - b) Develop defined project scopes and identify goals to be completed in agreed timeframe
 - c) Keep Regional Supervisors apprised of development of projects and challenges, working to redefine scopes and goals as necessary.
 - d) Assist with site visits to participating local governments as necessary by AmeriCorps Project Manager or Program Director

Exhibit "C" Description of Compensation

The Partner agrees to contract with LGC for a total of 1300 hours of billable work to be completed by CivicSpark AmeriCorps Member team and their Regional Supervisor. LGC will receive no more than \$23,400 for performing the services of this contract.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or \$2340. Remaining cost will be paid quarterly throughout project scope based on hours of service provided. For projects less than 400 hours, and lasting fewer than 3 months, remaining balance will be due at project completion.

In the case that the *CivicSpark* team can not complete the contracted hours, Partner will only be required

to pay for the hours completed.

In the case that the CivicSpark Member has additional hours available to provide direct service work to Partner, and there are allowable projects that can be completed, LGC shall receive written approval from Partner before proceeding with additional work and these additional hours will be billed at \$18/hour.

Exhibit "D" Reimbursable Expenses

LGC will cover \$1625 for transportation expenses related to the project.

Other project related expenses shall be submitted to Partner in writing for approval prior to the Partner being charged for reimbursement for an expense occurred during the completion of activities outlined in the Scope of Service as seen in Exhibit "A", up to \$600.

Exhibit "E" Timeline

All tasks enumerated in Exhibit "A" are to start on December 12, 2014 and should be completed by September 18, 2015.

Exhibit "F" Prohibited Activities

Per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors, CivicSpark members, and Partner may not engage in the following activities (see 45 CFR § 2520.65):

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
 - a) A business organized for profit;
 - b) A labor union;
 - c) A partisan political organization;

- d) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
- e) An organization engaged in the religious activities described in paragraph 3.g. above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

AmeriCorps members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps logo must not be worn while doing so.

C/CAG AGENDA REPORT

Date: January 8, 2015

To: C/CAG Board of Directors **ITEM 5.11**

From: Sandy Wong, Executive Director

Subject: Review and approve the appointment of Jeff Moneda, Public Works Director, to represent the City of Foster City on the Stormwater Committee and Congestion Management Program Technical Advisory Committee

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

RECOMMENDATION

Review and approve the appointment of Jeff Moneda, Public Works Director, to represent the City of Foster City on the Stormwater Committee and Congestion Management Program Technical Advisory Committee

FISCAL IMPACT

None.

SOURCE OF FUNDS

N/A

BACKGROUND

Due to staff turnover, the City of Foster City is recommending a new appointment to C/CAG's Stormwater Committee and Congestion Management Program Technical Advisory Committee. The recommended appointee is Jeff Moneda, Public Works Director, as detailed in the attached letter from the City Manager for Foster City.

ATTACHMENTS

1. December 11, 2014 Letter to C/CAG from City Manager Jim Hardy (Foster City)



City of Foster City

ESTERO MUNICIPAL IMPROVEMENT DISTRICT

610 FOSTER CITY BOULEVARD
FOSTER CITY, CA 94404-2222
(650) 286-3200
FAX (650) 574-3483

December 11, 2014

Matthew Fabry, P.E.
Coordinator – San Mateo Countywide
Water Pollution Prevention Program
555 County Center, 5th Floor
Redwood City, CA 94063

SENT VIA EMAIL

Dear Matthew Fabry,

I am recommending Public Works Director Jeff Moneda be appointed to the Stormwater Committee and C/CAG Congestion Management TAC as the representative for the City of Foster City.

Thank you,

A handwritten signature in cursive script that reads "James C. Hardy".

Jim Hardy
City Manager

C/CAG AGENDA REPORT

Date: January 8, 2015
To: C/CAG Board of Directors
From: Sandy Wong, Executive Director
Subject: Review and approval of the C/CAG Legislative Policies for 2015

ITEM 6.2

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

RECOMMENDATION

That the C/CAG Board review and approve of the C/CAG Legislative Policies for 2015.

FISCAL IMPACT

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

SOURCE OF FUNDS

New legislation

BACKGROUND

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

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

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

On December 11, 2014 the Legislative Committee will review revisions made by staff, shown as track changes. Staff will verbally present any modifications recommended by the Legislative Committee at the C/CAG Board meeting.

ATTACHMENTS

1. Attachment A: Draft C/CAG Legislative Policies for 2015

Attachment A

DRAFT C/CAG LEGISLATIVE POLICIES FOR 20142015

Policy #1 -

Protect against the diversion of local revenues.

- 1.1 Support League and CSAC Initiatives to protect local revenues.
- 1.2 Provide incentives to local government to promote economic vitality and to alleviate blighted conditions.
- 1.3 Support the reinstatement of state funding for economic development and affordable housing.

Policy #2 -

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

- 2.1 — Oppose any State action that restricts local human resource (HR) decisions.
- 2.21 Oppose State action to restrict the ability of local jurisdictions to contract for services.
- 2.32 Require all State actions to take into consideration the fiscal impact to local jurisdictions, by ensuring that adequate funding is made available by the State, for delegated re-alignment responsibilities and by ensuring that all State mandates are 100% reimbursed.

Policy #3 -

Support actions that help to meet municipal stormwater permit requirements and secure stable funding to pay for current and future regulatory mandates.

- 3.1 Primary focus on securing additional revenue sources for both C/CAG and its member agencies for funding state and federally mandated stormwater compliance efforts.
 - a. Support additional efforts to exempt storm sewers from the voting requirements imposed by Proposition 218, similar to water, sewer, and refuse services, or efforts to reduce the voter approval threshold for special taxes related to stormwater management.
 - b. — Support legislation that provides C/CAG, as a Joint Powers Authority, the flexibility to levy taxes, assessments, or fees upon voters or property owners approval consistent with Proposition 218 requirements
 - e.b. Include water quality and stormwater management as a priority for funding in new sources of revenues (e.g. water bonds) and protect against a geographically unbalanced North-South allocation of resources.

d.c. Support efforts to coordinate stormwater quality concerns with other statewide and regional efforts to achieve greenhouse gas reductions and climate change adaptation strategies.

e.d. Track and advocate for resources for stormwater quality in State and Federal grant and loan programs.

f.e. Support stormwater fee reform to 1) ensure regulatory permit fees are used to support Regional Water Quality Control Board staff resources, 2) eliminate fee setting under emergency regulations and coordinate process with local budgeting procedures, and 3) ensure fees are consistent with level of service provided by state agencies.

g.f. Support efforts to identify regulatory requirements that are unfunded state mandates and ensure provision of state funding for such requirements.

h.g. Pursue and support efforts that provide additional funding from Federal, State, or local governments outside the Bay Area San Mateo County to regional or statewide associations of stormwater quality agencies (i.e., BASMAA – regional and CASQA – statewide) for programs and projects that reduce or eliminate the need for C/CAG and its member agencies to fund and implement similar programs and projects locally.

3.2 Pursue and support efforts that control pollutants at the source and extend producer responsibility, especially in regard to trash and litter control.

3.3 Support efforts to place the burden/ accountability of reporting, managing, and meeting municipal stormwater requirements on the responsible source rather than the cities or county, such as properties that are known pollutant hot spots and third party utility purveyors.

3.4 Advocate for the development of statewide stormwater policies that establish consistent and practical approaches for stormwater regulatory and management programs that help protect water quality and beneficial uses.

3.5 Pursue and support pesticide regulations that protect water quality and reduce pesticide toxicity.

3.6 Track stormwater-related regulatory initiatives that may impact member agencies, such as the proposed statewide trash policy, Caltrans stormwater permits, special exceptions for Areas of Special Biological Significance, and the Phase II Municipal Stormwater Permit for smaller rural municipalities.

Policy #4 -

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

4.1 Support bills that reduce the vote requirements for special taxes and fees.

4.2 Oppose bills that impose restrictions on the expenditures, thereby reducing flexibility, for special tax category.

4.3 Support modification or elimination of the Proposition 26 two-thirds requirements.

***Policy #5-
Protect and support transportation funding.***

- 5.1 Oppose the transfer of additional State transportation funds to the State General Fund and support the redirection of truck weight fees to the State Highway Account-
- 5.2 Support additional revenues for transportation funding.
- 5.3 Protect existing funding and support additional funding for maintenance of streets and roads.
- 5.4 Monitor recommendations of implementing “Road User Charges”.
- 5.45 Protect existing funding and support new funding for the State of California SHOPP program, which provides resources for maintenance of State highways.
- 5.5-6 Support revisions in the Peninsula Joint Powers Agreement that provide equitable funding among the Caltrain partners.
- 5.67 Support a dedicated funding source for the operation of Caltrain.
- 5.78 Support efforts to secure the appropriation and allocation of “cap and trade” revenues towards transportation to support San Mateo County needs.

***Policy #6 -
Advocate for revenue solutions to address State budget issues that are also beneficial to Cities/
Counties***

- 6.1 Support measures to ensure that local governments receive appropriate revenues to service local communities.

***Policy #7 -
Support reasonable climate protection action, Greenhouse Gas reduction, and energy conservation
legislation***

- 7.1 Support incentive approaches toward implementing AB32.
- 7.2 Oppose climate legislation that would conflict with or override projects approved by the voters.
- 7.3 Support funding for both transportation and housing investments, which support the implementation of SB 375, so that housing funds are not competing with transportation funds.
- 7.4 Alert the Board on legislation that would require recording of vehicle miles of travel (VMT) as part of vehicle registration.
- 7.5 Support local government partnerships to foster energy conservation, as well as the generation and use of renewable and/ or clean energy sources (wind, solar, etc.)

***Policy #8 -
Protection of water user rights***

- 8.1 Support the Bay Area Water Supply and Conservation Association (BAWSCA) efforts in the protection of water user rights for San Mateo County users.

***Policy #9 –
Other***

- 9.1 Support/sponsor legislation ~~to allow transportation planning funds to be used~~ that identifies revenue to fund airport/land use compatibility plans.
- 9.2 Support efforts that will engage the business community in mitigating industry impacts associated with stormwater, transportation congestion, greenhouse gas emissions, and energy consumption.

C/CAG AGENDA REPORT

Date: January 8, 2014

To: C/CAG Board of Directors

ITEM 6.4

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 15-1 authorizing the C/CAG Chair to execute an agreement with Shaw/Yoder/Antwih, Inc. to provide state legislative advocacy service in an amount not to exceed \$144,000 for two years for the 2015 and 2016 legislative session.

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

RECOMMENDATION

That the C/CAG Board review and approve Resolution 15-1 authorizing the C/CAG Chair to execute an agreement with Shaw/Yoder/Antwih, Inc. to provide state legislative advocacy service in an amount not to exceed \$144,000 for two years for the 2015 and 2016 legislative session.

Further, it is recommended that the C/CAG Board consider the option to extend the contract to the 2017 and 2018 legislative session for the same annual fee of \$72,000, subject to approval by the C/CAG Board at the time of extension.

FISCAL IMPACT

The cost of the state legislative advocacy services is \$72,000 per year, a total of \$144,000 for two years.

SOURCE OF FUNDS

Funds for state legislative advocacy are programmed into the C/CAG fiscal year 2015 budget and are proposed for the fiscal year 2016 budget.

BACKGROUND

On October 24, 2014, C/CAG staff issued a Request for Qualifications/Proposals for state legislative advocacy. On December 5, 2014, proposals were received from three firms, Shaw/Yoder/Antwih, Inc., Khouri Consulting, and JEA & Associates Inc.

A selection panel was convened, consisting of C/CAG staff, a Santa Clara VTA Senior policy analyst, and a SamTrans government affairs officer. After an evaluation of proposals, Khouri Consulting and Shaw/Yoder/ Antwih Inc. were invited to interviews. Interviews were held on December 16, 2014.

Scoring of both the proposals and interviews were based on the legislative and policy development experience of key staff representatives, the working relationships established with the policy makers and other advocates with similar interests, and the overall approach to meeting C/CAGs interest in the areas of transportation and stormwater. Shaw/ Yoder/ Antwih Inc. (SYA) received the highest scores on both the proposal and interview. Hence, SYA was selected to be moved on to the contract negotiation step.

During the contract negotiation process, SYA and Khouri Consulting have decided to work together to enhance the service provided to C/CAG, with SYA being the prime contractor and Khouri Consulting being the sub-contractor, at the originally proposed fee of \$72,000 per year. That way, the total resource available to represent C/CAG at Sacramento will be maximized.

Staff recommends approval of an agreement with Shaw/Yoder/Antwih Inc (SYA) to provide state legislative advocacy services to C/CAG, with Khouri Consulting as the sub-contractor, for an annual fee of \$72,000 per year for two years, for a total of \$144,000. Further, SYA has proposed an option to extend the contract to the 2017 and 2018 legislative session with the same annual fee of \$72,000. Staff recommends the C/CAG Board of Directors consider the option to extend the contract, subject to approval by the C/CAG Board at the time of extension.

ATTACHMENTS

1. Resolution 15-1
2. Agreement between C/CAG and Shaw/Yoder/Antwih, Inc. (provided online at: <http://ccag.ca.gov/committees/board-of-directors/>)

RESOLUTION 15-1

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH SHAW/YODER/ANTWIH, INC. TO PROVIDE STATE LEGISLATIVE ADVOCACY SERVICE IN AN AMOUNT NOT TO EXCEED \$144,000 FOR TWO YEARS FOR THE 2015 AND 2016 LEGISLATIVE SESSION, WITH AN OPTION TO EXTEND THE CONTRACT TO THE 2017 AND 2018 LEGISLATIVE SESSION.

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 advocated for with the California Legislature and Administration; and

WHEREAS, C/CAG has determined that outside legislative advocacy 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, in October 24, 2014, C/CAG issued an Request for Proposals/Qualifications for Providing Legislative Advocacy (Lobbying) Services; and

WHEREAS, through this competitive process, Shaw/Yoder/Antwih, Inc. was selected as the most qualified candidate to provide legislative advocacy services; and

WHEREAS, Shaw/Yoder/Antwih, Inc. has proposed to work with Khour Consulting as the sub-contractor; and

WHEREAS, Shaw/Yoder/Antwih, Inc. has included an option to extend the contract to the 2017 and 2018 legislative session at the same annual fee of \$72,000.

NOW THEREFORE BE IT RESOLVED, that the Chair of the Board of Directors of C/CAG is hereby authorized to execute an agreement with Shaw/Yoder/Antwih, Inc. to provide state legislative advocacy service in an amount not to exceed \$144,000 for two years for the 2015 and 2016 legislative session, with an option to extend the contract to the 2017 and 2018 legislative session at the same annual fee of \$72,000, and further authorize the Executive Director to negotiate final terms of the agreement, subject to approval as to form by C/CAG Legal Counsel, prior to execution by the Chair.

PASSED, APPROVED, AND ADOPTED, THIS EIGHTH DAY OF JANUARY 2015.

Mary Ann Nihart, Chair

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: December 15, 2014

To: All Councilpersons of San Mateo County Cities and Members of the Board of Supervisors
All City/County Managers

ITEM 9.3

From: Mary Ann Nihart, C/CAG Chair

Subject: **C/CAG Committee Vacancies for Elected Officials**

The City/County Association of Governments of San Mateo County (C/CAG) currently has vacancies on two of its standing Committees for elected officials of City Councils and/or the Board of Supervisors. The vacancies are:

- 1 Seat – Congestion Management & Environmental Quality (CMEQ) Committee**
- 2 Seats – Bicycle and Pedestrian Advisory Committee (BPAC)**

Individuals wishing to be considered for appointment to any of these Committees should send a letter of interest to:

Sandy Wong, C/CAG Executive Director
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
or e-mail to slwong@smcgov.org

To be eligible, an individual applicant must be an elected official on one of the twenty City Councils in San Mateo County or an elected official on the San Mateo County Board of Supervisors. Individuals may send a letter of interest for a specific committee or a letter expressing interest in serving on any of the committees where there are vacancies.

About the committees:

1. **The Congestion Management and Environmental Quality Committee (CMEQ)** provides advice and recommendations to the full C/CAG Board on all matters relating to transportation planning, congestion management, travel demand management, coordination of land use and transportation planning, mobile source air quality programs, energy resources and conservation, and other environmental issues facing the local jurisdictions in San Mateo County. The role of the CMEQ Committee also includes making recommendations to the C/CAG Board on the allocation of funding for specific projects and activities addressing these programmatic areas. The Committee meets on the last Monday of each month from 3:00 p.m. to 5:00 p.m. in the San Mateo City Hall. There is one vacancy on this committee.

2. **The Bicycle and Pedestrian Advisory Committee (BPAC)** provides advice and recommendations to the full C/CAG Board on all matters relating to bicycle and pedestrian facilities planning, and selection of projects for state and federal funding. This committee is comprised of eight elected officials and seven members of the public and meets approximately six times per year. They generally fall on the fourth Thursday of the month from 7:00 p.m. to 9:00 p.m. in San Mateo City Hall. There are two vacancies on this committee for elected officials.

If you would like to be considered for either of these Committees, please submit your letter of interest by **January 26, 2015**.

If you have any questions about these Committees or this appointment process, please feel free to contact any of the C/CAG Staff as follows:

For CMEQ:
Wally Abrazaldo
650-599-1455
wabrazaldo@smcgov.org

For BPAC:
Ellen Barton
650-599-1420
ebarton@smcgov.org

Sincerely,



Mary Ann Nihart
C/CAG Chair