C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

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BOARD MEETING NOTICE

Meeting No. 283

DATE:	Thursday, November 12, 2015
TIME:	**6:30 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

****

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 Update on Countywide Sea Level Rise Vulnerability Assessment study.

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. 282 dated October 8, 2015 ACTION p. 1

5.2 Review and approval of the 2016 C/CAG Board calendar. ACTION p. 6

5.3 Receive copy of executed agreement(s) executed by the C/CAG Chair or Executive Director consistent with C/CAG Procurement Policy:

5.3.1 Receive a copy of the executed agreement with W. Bradley Electric for Smart Corridor fiber connection work in an amount not to exceed $6,190, as executed by the Executive Director consistent with the C/CAG Procurement Policy. INFORMATION p. 7

5.3.2 Receive a copy of executed task order EOA-01, issued to EOA, Inc. in an amount not to exceed $317,142, for technical support services to the Countywide Water Pollution Program through Calendar year 2015. INFORMATION p. 15

5.4 Review and approval of an elected official appointment to the Bicycle and Pedestrian Advisory Committee (BPAC). ACTION p. 35

5.5 Review and approval of five agreements under the San Mateo County Energy Watch Program (SMCEW):

5.5.1 Review and approval of an agreement between C/CAG and Ecology Action in an amount not to exceed $25,000 under the San Mateo County Energy Watch program. ACTION p. 38

5.5.2 Review and approval of an agreement between C/CAG and El Concilio in an amount not to exceed $20,000 under the San Mateo County Energy Watch program. ACTION p. 46

5.5.3 Review and approval of an agreement between C/CAG and H2 Video in an amount not to exceed $21,000 under the San Mateo County Energy Watch program. ACTION p. 54

5.5.4 Review and approval of an agreement between C/CAG and County of San Mateo – Information Services Department in an amount not to exceed $11,000 under the San Mateo County Energy Watch program. ACTION p. 64

5.5.5 Review and approval of an agreement between C/CAG and Maddaus Water Management in an amount not to exceed $6,000 under the San Mateo County Energy Watch program. ACTION p. 72

6.0 REGULAR AGENDA

6.1 Receive a presentation and update on the Alternative Fuel Readiness Plan for San Mateo County INFORMATION p. 82

6.2 MTC OneBayAreaGrant 2 (OBAG 2) program.

6.2.1 Receive an update on the MTC OneBayAreaGrant 2 (OBAG 2) program. INFORMATION p. 84

6.2.2 Review and approve the comment letter to MTC regarding the proposed OneBayAreaGrant 2 (OBAG 2) program. ACTION p. 90

6.3 Review and approval of Resolution 15-51 approving the Proposed 2016 State Transportation Improvement Program (STIP) for San Mateo County and also authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary. (Special voting procedures apply). ACTION p. 93

6.4 Review and approve Resolution 15-50, affirming C/CAG's commitment to supporting its member agencies in meeting stormwater permitting mandates and requesting State Water Board partnership on addressing pollutants of concern. ACTION p. 97

6.5 Review and approve the formation of and the members for the C/CAG water committee ACTION p. 104

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

7.2 Chairperson's Report

7.3 Board members Report

8.0 EXECUTIVE DIRECTOR'S REPORT

9.0 COMMUNICATIONS - Information Only

9.1 Letter from Mary Ann Nihart, Chair, City/County Association of Governments, to All Councilpersons of San Mateo County Cities and Members of the Board of Supervisors, All City/ County Managers, dated 10/1/15. RE: C/CAG Committee Vacancies on Legislative Committee and the Bicycle and Pedestrian Advisory Committee (BPAC). p. 106

9.2 Letter from Sandy Wong, C/CAG Executive Director, to Governor Jerry Brown, dated 10/23/15. RE: Docket No. 15-BSTD-01 Adoption of 15-Day Language for the 2016 Building Energy Efficiency Standards p. 108

9.3 Letter from Sandy Wong, C/CAG Executive Director, to California Energy Commission, dated 10/23/15. RE: Docket No. 15-BSTD-01 Adoption of 15-Day Language for the 2016 Building Energy Efficiency Standards p. 109

9.4 Letter from Harold Schapelhouman, Fire Chief, Menlo Park Fire Protection District, to Bijan Sartipi, Director, District 4, Bay Area Caltrans – Sean Nozzari, Deputy Director, Division of Operations, Caltrans – Lance Hall, Senior Traffic Engineer, Office of Highway Operations, Caltrans – Joe Hurley, Director San Mateo County Transportation Authority – Sandy Wong, Executive Director, City/County Association of Governments (C/CAG) p. 110

10.0 ADJOURN

Next scheduled meeting December 10, 2015

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 Mima Guilles 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: Mima Guilles 650 599-1406

MEETINGS

November 12, 2015	C/CAG Board - SamTrans 2nd Floor Auditorium – 6:30 p.m.
November 12, 2015	Legislative Committee - SamTrans 2nd Floor Auditorium – 5:30 p.m.
November 19, 2015	CMP Technical Advisory Committee - SamTrans, 2nd Floor Auditorium - 1:15 p.m.
November 19, 2015	Stormwater Committee - SamTrans, 2nd Floor Auditorium - 2:30 p.m.
November 23, 2015	Administrators' Advisory Committee - 555 County Center, 5th Fl, Redwood City – 12:00p.m.
November 30, 2015	CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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BOARD MEETING MINUTES

Meeting No. 282
October 8, 2015

1.0 CALL TO ORDER/ROLL CALL

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

Elizabeth Lewis – Atherton
David Braunstein – Belmont
Joseph Silva – Colma
David Canepa - Daly City
Lisa Gauthier – East Palo Alto
Art Kiesel – Foster City
Marina Fraser – Half Moon Bay
Marie Chuang – Hillsborough
Catherine Carlton – Menlo Park
Mary Ann Nihart - Pacifica
Alicia Aguirre - Redwood City
Irene O'Connell – San Bruno
Bob Grassilli – San Carlos
Joe Goethals – San Mateo
Don Horsley – San Mateo County
Deborah Gordon - Woodside

Absent:

Brisbane
Burlingame
Millbrae
Portola Valley
South San Francisco

Others:
Sandy Wong – Executive Director C/CAG
Justin Mates – C/CAG Legal Counsel
Jean Higaki – C/CAG Staff
Matt Fabry – C/CAG Staff
John Hoang – C/CAG Staff
Tom Madelena – C/CAG Staff

Kim Springer – San Mateo County Energy Watch
Jim Porter, Rochelle Kiner, Gretchen Kelly – County of San Mateo
Adrian Jones – ESA Airports
John Bergener - SFO
Rich Newman
Paul Kunkel – San Mateo County OES
Jeffrey Tumlin – Nelson\Nygaard
Jessica Osborne, San Mateo County Health Services
Dave Pine, Hilary Papendick – San Mateo County
Nicole Sandkulla - BAWSCA

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

None

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 Update from County Office of Emergency Services (OES) on Super Bowl 50 local impact preparation.

A presentation was provided by Paul Kunkel, Director of the San Mateo County Sheriff's Office, Office of Emergency Services (OES).

4.2 Presentation on "Strengthening Communities through Healthy Streets".

A presentation was provided by Jeffrey Tumlin, Nelson\Nygaard, funded by the San Mateo County Health Services.

5.0 CONSENT AGENDA

Board Member Horsley MOVED approval of 5.1, 5.2, 5.3, 5.4, 5.5, 5.5.1, 5.5.2, Board Member Canepa SECONDED. **MOTION CARRIED 16-0**

John Bergener of SFO spoke regarding Item 5.2 and thanked the ALUC, C/CAG staff, and City of Millbrae for agreeing to amendments associated with the conditional approval as well as the C/CAG Board for acting on the conditional approval as the Airport Land Use Commission. Finding the amended Millbrae Station Area Specific Plan consistent with ALUCP for Environs of SFO is important for promoting compatible land use and protecting the viability of SFO as an important regional asset. He highlighted the importance of getting plan approval correct now as well as limiting future changes such as height limits in the SFO ALUCP which could impact long term viability of the airport.

5.1 Approval of the minutes of regular business meeting No. 281 dated September 10, 2015.
APPROVED

5.2 SFO Comprehensive Airport Land Use Compatibility Plan Consistency Review – City of Millbrae, Millbrae Station Area Specific Plan (Public Review Draft, June 2015). APPROVED

5.3 San Carlos Airport Comprehensive Airport Land Use Plan Consistency Review – City of Belmont, Marriot Springhill Suites Hotel Project. APPROVED

5.4 Review and approval of the Measure M Fiscal Year 2014-15 Annual Performance Report. APPROVED

5.5 Receive copy of executed agreement(s) executed by the C/CAG Chair or Executive Director consistent with C/CAG Procurement Policy:

5.5.1 Receive a copy of Amendment 1 to the agreement with Kimley Horn for design and procurement of an informational sign for the Laurel Elementary School project for a time extension to October 30, 2015. APPROVED

5.5.2 Receive a copy of Amendment No. 4 to the agreement with Jacobs Engineering Group for the 2015 Congestion Management Program monitoring project for a time extension to January 31, 2016. APPROVED

6.0 REGULAR AGENDA

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

Matt Robinson from Shaw Yoder Antwih Inc. provided a legislative update. It appears that no transportation funding bills will be approved this session. The only bills that are anticipated to be approved this year are AB 194 (Frasier) regarding managed lanes authorization, and SB 705 (Hill) regarding county specific authorizations to raise the sales tax for transportation programs. No action was taken by the C/CAG Board. NO ACTION

6.2 Review the Draft 2016 State Transportation Improvement Program (STIP) for San Mateo County.

APPROVED

Board Member Canepa MOVED approval of Item 6.2. Board Member Gauthier SECONDED.
MOTION CARRIED UNANIMOUSLY 16-0

6.3 Review and approval of Resolution 15-45 authorizing the filing of an application for $9,399,000 in funding from the Regional Transportation Improvement Program (RTIP) for the US 101 High Occupancy Vehicle/ Express Lane Project from Santa Clara County Line to I-380. APPROVED

Board Member Horsley MOVED approval of Item 6.3. Board Member Canepa SECONDED.
MOTION CARRIED UNANIMOUSLY 16-0

6.4 Adoption of the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport and certification of the Initial Study and Negative Declaration.

6.4.1 Approval of Resolution 15-46 adopting the Negative Declaration for the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport.

Board Member Horsley MOVED approval of Item 6.4.1. Board Member Gauthier SECONDED. **MOTION CARRIED UNANIMOUSLY 16-0**

6.4.2 Approval of Resolution 15-47 adopting the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport (Special Voting Procedures Apply).

Board Member Horsley MOVED approval of Item 6.4.2. Board Member O'Connell (San Bruno) SECONDED. Board Member Lewis opposed. **MOTION CARRIED 15-1**

6.5 Review and approval of the Draft 2015 Congestion Management Program (CMP) and Monitoring Report and authorize its release for distribution and comments.

Board Member Aguirre MOVED approval of Item 6.5. Board Member O'Connell (San Bruno) SECONDED. Board Member Gordon amended the motion and MOVED approval of item 6.5 with the addition of footnote to notate the difference in travel time between SOV and HOV on page 67. Board Member Lewis SECONDED the amended motion. **MOTION CARRIED UNANIMOUSLY 16-0**

6.6 Review the proposal of and approve the framework for the formation of a C/CAG committee to facilitate discussion on countrywide approaches to water related issues.

Supervisor Dave Pine spoke in support of this recommendation.

Nicole Sandkulla, Executive Director of BAWSCA, provided a brief update on their current effort in groundwater and announced the October 19th Groundwater Reliability Partnership for the San Mateo County Plain Sub-Basin workshop.

Board Member Horsley MOVED approval of Item 6.6. Board Member Carlton SECONDED. **MOTION CARRIED UNANIMOUSLY 15-0**

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

7.2 Chairperson's Report

7.3 Board Member Reports

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 Mima Guilles at 650 599-1406 or mguilles@smcgov.org or download a copy from C/CAG's website – www.ccag.ca.gov.

9.1 Letter from Sheri Spediacci, City Clerk, City of Brisbane, to Sandy Wong, Executive Director of C/CAG, dated 9/11/15. RE: Response to 2014-2015 Grand Jury Report

9.2 Letter from Mary Ann Nihart, Chair, City/County Association of Governments of San Mateo County, to The Honorable Jerry Brown, Governor, State of California, dated 9/18/15. RE: SUPPORT for Assembly Bill 194 (Frazier)

9.3 Letter from Mary Ann Nihart, Chair, City/County Association of Governments of San Mateo County, to The Honorable Jerry Brown, Governor, State of California, dated 9/18/15. RE: SUPPORT for Senate Bill 705 (Hill) – Local Sales Tax Cap Exemption for Transportation Measures: San Mateo County

10.0 ADJOURN
Meeting adjourned 8:45 p.m.

C/CAG AGENDA REPORT

Date: November 12, 2015

TO: C/CAG Board of Directors

From: Sandy Wong, Executive Director, and C/CAG

Subject: Review and approval of the 2016 C/CAG Board calendar.

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

Recommendation:

Review and approve the 2016 schedule for the monthly C/CAG Board meetings.

Fiscal Impact:

None.

Background/Discussion:

The following schedule for the 2016 Board meetings is proposed. All meetings start at 6:30 p.m. unless otherwise noted.

January 14
February 11
March 10
April 14
May 12
June 9
July - No meeting is scheduled
August 11
September 8
October 13
November 10
December 8

C/CAG AGENDA REPORT

Date: November 12, 2015

To: City/County Association of Governments Board or Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed agreement with W. Bradley Electric for Smart Corridor fiber connection work in an amount not to exceed $6,190, as executed by the Executive Director consistent with the C/CAG Procurement Policy

(For further information or response to questions, contact John Hoang at 650-363-4105)

RECOMMENDATION

That the C/CAG Board receives a copy of the executed agreement with W. Bradley Electric for Smart Corridor fiber connection work in an amount not to exceed $6,190, as executed by the Executive Director consistent with the C/CAG Procurement Policy.

FISCAL IMPACT

$6,190

SOURCE OF FUNDS

Measure M

BACKGROUND

The C/CAG sponsored San Mateo County Smart Corridor project implements Intelligent Transportation System (ITS) equipment such as an interconnected traffic signal system, close circuit video cameras, trailblazer/arterial dynamic message signs, and vehicle detection system on predefined designated local streets and state routes to provide local cities and Caltrans day to day traffic management capabilities in addressing recurrent traffic congestion as well as provide Caltrans capabilities for managing the system during non-recurring traffic congestion cause by diverted traffic due to major incidents on the freeway.

Construction of the local Smart Corridor project, which is managed by the County of San Mateo Public Works Department and which the prime contractor is W. Bradley Electric (WBE), is substantially complete and drawing to a close. For the past year, C/CAG has been working with Caltrans to perform System Integration, which is an ensuing phase to construction and final phase for connecting ITS equipment to the system and enabling communication to the Smart Corridor network.

In the course of completing the system integration, C/CAG identified additional work needed to connect fiber optics cables within the cities of Menlo Park and San Bruno. C/CAG staff determined

that since WBE was familiar with the project and task and was willing to perform the work under an expedited time frame, entered into contract with WBE. The contract was consistent with the C/CAG Procurement Policy (2010), Section 6.c in that C/CAG utilized WBE, the Smart Corridor contractor selected by the County of San Mateo through a competitive bidding process. On October 19, 2015, C/CAG executed an agreement with WBE to perform work to connect the fiber optic cables at specified locations within the Smart Corridor project limits. The work was completed within the terms of the agreement.

ATTACHMENTS

Executed Agreement between C/CAG and W. Bradley Electric

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
W. BRADLEY ELECTRIC, INC.

This Agreement entered this 19 day of October, 2015, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and W. Bradley Electric, Inc., hereinafter called "Contractor."

WITNESSETH

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

WHEREAS, C/CAG provides funding for construction of the San Mateo Smart Corridor Project (Project); and

WHEREAS, the Project, located from I-380 to the Santa Clara County line and includes local arterials connecting US 101 and SR 82 (El Camino Real), deploys and integrates Intelligent Transportation System elements, including communication network, signal system upgrade, signage and close circuit cameras along state routes (El Camino Real) and major local streets enabling Caltrans and local cities to implement strategies to manage recurring and non-recurring traffic congestion to reduce delays and improve mobility; and

WHEREAS, Contractor was awarded the contract for construction of the local arterial segments of the Project through a bid process; and

WHEREAS, C/CAG has identified tasks that need to be completed outside the original scope of the construction contract; and

WHEREAS, based on Contractor's familiarity with the Project C/CAG is prepared to enter into an agreement with Contractor to complete such tasks; and

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

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by October 22, 2015.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor up to a maximum amount of six thousand one hundred ninety dollars ($6,190.00) for Services provided during the Contract Term as set forth below. Payments shall be made to Contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.

5. Contract Term. This Agreement shall be in effect as of October 12, 2015 and shall terminate on October 30, 2015; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 15 days' notice to Contractor, with termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided up to the date of termination.

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

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

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

   Workers' Compensation and Employer Liability Insurance: Contractor shall have

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

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

Required insurance shall include:

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

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

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

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.

9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.

11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement shall be and become the property of C/CAG and/or the designated agency. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.

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

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

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

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

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

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

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

W. Bradley Electric, Inc.
90 Hill Road
Novato, CA 94947
Attention: Brian Finley

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

W. Bradley Electric, Inc. (Contractor)

By _____ 10-14-15
Mike Murphy COO — Date

City/County Association of Governments (C/CAG)

By _____ 10-19-15
Sandy Wong, C/CAG Executive Director — Date

C/CAG Legal Counsel

By _____

EXHIBIT A

SCOPE OF SERVICES

Task 1 – Fiber Connection

Perform all work to connect/splice/terminate and test the fiber at the following locations:

1. At the Caltrans cabinet located on El Camino Real at San Felipe Avenue in City of San Bruno

   Description: The blue coated 12 strands are terminated inside the City of San Bruno's corporation yard and therefore the same 12 strands need to be terminated at said Caltrans controller cabinet.

2. At the 332 traffic controller cabinet located at Ravenswood and Middlefield Road

   Description: The current splicing is incorrect and data is going through the wrong switch. Strands 19/20 need to be connected to the Menlo Park City Hall via strands 7/8 but instead it is currently connected to the El Camino Real fiber patch panel.

FEES

Single Technician Rate: $1,250/ day

Number of Technicians: 1 to 2

Number of days: 4 Man Days

Total Time and materials, not to exceed $6,190.00

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of executed task order EOA-01, issued to EOA, Inc. in an amount not to exceed $317,142, for technical support services to the Countywide Water Pollution Program through Calendar Year 2015.

(For further information or questions, contact Matthew Fabry at 650-599-1419)

RECOMMENDATION

Receive a copy of executed task order EOA-01, issued to EOA, Inc. in an amount not to exceed $317,142, for technical support services to the Countywide Water Pollution Program through Calendar Year 2015.

FISCAL IMPACT

Up to $317,142

SOURCE OF FUNDS

NPDES and Measure M Stormwater funds

BACKGROUND

In August 2015, C/CAG approved Resolution 15-21, authorizing 10 on-call contracts for technical support to the Countywide Water Pollution Prevention Program, authorizing the Executive Director to issue task orders for a cumulative amount not to exceed $2.3 million in FY 2015-16, and further directing staff to report back to the C/CAG Board on task orders issued. Staff is currently developing a master solicitation to all the on-call consultants to address new requirements included in the revised Municipal Regional Permit (MRP), anticipated to be adopted on November 18, 2015.

In the short-term, however, staff was faced with a need for continued technical support to ensure member agencies remained in compliance with existing MRP requirements while the permit reissuance process continues. Due to the urgent nature of continuing various tasks, including the need for technical support to staff during the permit reissuance process, initiating mandated water quality monitoring programs for the 2015-16 water year which started October 1, and continuing support to C/CAG's member agencies on trash and mercury/PCBs reduction programs, staff issued a short term (approximately three months) task order under the on-call

contracts to C/CAG's existing technical consultant, EOA, Inc., to provide support to C/CAG for the remainder of the calendar year. The task order was issued with a not-to-exceed value of $317,142. Staff anticipates issuing new task orders to on-call consultants by the end of the year for overall support activities for the second half of 2015-16 and beyond, all of which will be brought back to the Board for information at a future meeting.

ATTACHMENTS

1. Task Order EOA-01

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

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TASK ORDER FORM

Date/Start Date:	October 6, 2015
Consultant Name:	EOA, Inc.
Contract:	Countywide Water Pollution Prevention Program Technical Support – On-Call Contracts
Task Order No.:	EOA-01
Task Order Name:	Municipal Stormwater NPDES Permit Compliance Assistance
Scope of Work:	General Technical Assistance, Water Quality Monitoring, Trash Load Reduction, and Mercury & PCBs Control Programs. See attached scope of work.
Deliverables:	See attached scope of work
Budgeted Cost:	Per attached budget, not to exceed $317,142
Completion Date:	Completion is task-based and not specified under this task order, although it generally covers support services through 12/31/15, with the exception of the Urban Creeks Monitoring Report, which is to be finalized and submitted to the Water Board in March 2016.

The parties indicated herein agree to execute this Task Order per the scope indicated above. No payment will be made for any work performed prior to the execution of this Task Order. Unless otherwise indicated, receipt of this executed Task Order is your Notice to Proceed with the work specified herein.

C/CAG

Sandy Wong 10-7-15
Sandy Wong — Date
Executive Director

EOA, Inc.

Don Eisenberg 10/13/2015
Don Eisenberg — Date

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Municipal Stormwater NPDES Permit Compliance Assistance

Scope of Work and Budget

Prepared for the San Mateo Countywide Water Pollution Prevention Program

SAN MATEO COUNTYWIDE
Water Pollution Prevention Program
Clean Water. Healthy Community.

Prepared by EOA, Inc.

EOA inc.

October 2015

INTRODUCTION

EOA, Inc. prepared this scope of work and budget to assist the San Mateo Countywide Water Pollution Prevention Program (Countywide Program or SMCWPPP) to comply with municipal stormwater permit requirements found in the Bay Area NPDES stormwater Municipal Regional Permit (MRP). The following sections describe EOA's tasks, budgets, and deliverables. Table 1 and Exhibit A summarize the tasks and budgets. Exhibit A includes subtasks, estimated labor hours, and planning-level subcontractor and expense budgets. It should be noted that the actual distribution of hours and subcontractors/expenses within and among tasks may vary. EOA will conduct all work on a time and materials basis in accordance with EOA's FY 2015/16 Fee Schedule for the Countywide Program (Exhibit B) and the Agreement for Services between EOA, Inc. and the City/County Association of Governments of San Mateo County (C/CAG) dated August 13, 2015. The total budget will not be exceeded without C/CAG's authorization.

Table 1. Summary of Tasks and Budgets[1]

Task No.	Description	Budget
SM51	General Technical Support	$65,388
SM52	Water Quality Monitoring	$106,752
SM53	Trash Load Reduction	$80,274
SM54	Mercury and PCBs Control Programs	$64,728
	Total Budget:	**$317,142**

1. See Exhibit A for more details.

SCHEDULE

All tasks described in this scope of work will be conducted October 1 – December 31, 2015, except for the WY2015 Electronic Report and Urban Creeks Monitoring Report (Subtask SM52.06), which will be completed by March 31, 2016.

TASK SM51 – GENERAL TECHNICAL SUPPORT

Subtask SM51.01: Overall Countywide Program Support

SM51.01 Description: EOA will continue to assist the Countywide Program with various tasks related to overall Countywide Program management. EOA's project manager will continue to assist the Countywide Program Manager with many aspects of managing the Countywide Program's operations and ensuring that permit compliance dates and deliverables are met. EOA's project manager will assist with planning Technical Advisory Committee (TAC) and Stormwater Committee meetings, including assisting with preparation of meeting agenda packages (including the quarterly MRP compliance check-in table in the TAC agenda package), preparing for and attending the meetings, and preparing draft meeting summaries. EOA's project manager will also continue to assist municipal staff members achieve MRP compliance by responding to their emails and telephone calls as needed. In addition, EOA will assist with participation in activities of the BASMAA Board of Directors (BOD) and coordinate BOD activities with Countywide Program activities. EOA's project manager will review the BOD agenda package each month, discuss as needed with the Program Manager, and participate in the BOD meeting on behalf of SMCWPPP. EOA will also continue to prepare a "monthly digest" with information on upcoming meetings and trainings and summaries of the previous month's subcommittee and workgroup meetings. Finally, EOA's project manager will continue to facilitate coordination among EOA staff working on various SMCWPPP components and compile detailed monthly summaries (by subtask) of work (labor and expenses) completed under this scope of work which are submitted with EOA's monthly invoices.

SM51.01 Deliverables:

- Participation by EOA's project manager in one TAC meeting (October 2015) and two Stormwater Committee meetings (assume November and December 2015) including assistance with planning, agenda packages and preparation of draft meeting summaries.
- One quarterly MRP compliance check-in table (with October TAC agenda package).
- Responses to municipal staff member emails and telephone calls as needed.
- Participation by EOA's project manager in monthly BOD meetings and coordination of BOD activities with Countywide Program activities. Assume two BOD meetings (October and December).
- Three monthly digests.
- Overall project management and detailed monthly summaries (by subtask) of work (labor and expenses) completed under this scope of work.

SM51.01 Budget: $19,792

Subtask SM51.02: Permit Renewal Support

SM51.02 Description: EOA will continue to support the Countywide Program through the process to reissue the MRP, which is assumed to be completed in November. EOA's project manager will participate in the MRP 2 Steering Committee on behalf of SMCWPPP. EOA's project manager and an EOA Green Infrastructure specialist will also prepare for and participate in one meeting of the Stormwater Committee's Permit Implementation Workgroup. The objectives of the meeting will include continuing to plan and prioritize C/CAG's efforts to assist Permittees with MRP 2 compliance. Focus

areas will include engaging Public Works and Planning Directors with countywide aspects of Green Infrastructure planning and mercury/PCBs control efforts, especially with regard to integration of stormwater compliance with other municipal non-stormwater functions. In addition, EOA will draft talking points for the Regional Water Board MRP 2 adoption hearing and then attend the hearing. Before the hearing the draft talking points will be refined based on any comments from the Program Manager and/or Permittee representatives. It is assumed that the mercury and PCBs workgroup will not meet or be active during this time.

SM51.02 Deliverables:

- Participation by EOA's project manager in the MRP 2 Steering Committee (assume one meeting in November).
- Preparation for and participation by EOA's project manager and an EOA Green Infrastructure specialist in one meeting of the Stormwater Committee's Permit Implementation Workgroup.
- Review of the revised TO, preparation of talking points for the Regional Water Board adoption hearing, and participation by EOA's project manager in the hearing.
- Summaries of any important changes in the adopted permit and implications for Permittee compliance activities.

SM51.02 Budget: $22,464

Subtask SM51.03: CII Subcommittee Support

SM51.03 Description: The Commercial/Industrial/Illicit Discharge (CII) Subcommittee has typically met quarterly and serves as a forum for inspectors to share questions, ideas, experiences, and issues. It is also an opportunity for city staff to meet with the County Environmental Health representative to discuss stormwater inspections that the CEH conducts on behalf of eighteen cities. EOA will maintain continuity in support for the CII Subcommittee by responding to municipal staff questions via emails or telephone calls, communicating with the Subcommittee via email (e.g., relaying permit adoption information, outside training opportunities, and other relevant information), and maintaining the Subcommittee contact list. This task also includes preparing this component's section of Program materials as needed (e.g., quarterly MRP compliance check-in table). Please note that adoption of the reissued permit is not anticipated to result in major changes in Permittee compliance activities associated with this component. Therefore, this scope of work does not include a CII Subcommittee meeting during the remainder of this calendar year.

SM51.03 Deliverables:

- Responses to municipal staff member emails and telephone calls as needed and email communications with the CII Subcommittee.
- This component's section of Program materials as needed (e.g., quarterly MRP compliance check-in table).

SM51.03 Budget: $2,438

Subtask SM51.04: Municipal Maintenance Subcommittee Support and Trash O&M Verification

SM51.04 Description: The Municipal Maintenance Subcommittee typically meets quarterly and serves as a forum for maintenance staff to share questions, ideas, experiences, and issues. EOA will facilitate one Municipal Maintenance Subcommittee meeting to address the newly adopted MRP and any compliance implication for Permittees and to discuss the trash full capture device O&M verification program. The meeting will be scheduled for December, after the reissued permit is adopted (adoption is assumed to occur in November). Before this meeting, EOA will develop a trash full capture device inspection and maintenance tracking field form template for agencies to use during the current wet season. The template will be presented to and discussed with the Subcommittee at the December meeting under the assumption that Permittees will need to implement wet weather field tracking as soon as possible after the permit is adopted (the assumed effective date of the permit is January 1, 2016) as part of their trash full capture device O&M verification programs.

In addition, EOA will continue to respond to municipal staff questions, communicate with the Subcommittee via email (e.g., relaying permit adoption information, outside training opportunities, and other relevant information), and maintain the Subcommittee contact list.

SM51.04 Deliverables:

- Field form template for full trash capture device inspection and maintenance activities.
- Facilitation of one Municipal Maintenance Subcommittee meeting, including preparing the agenda and meeting materials, participating in the meeting, and preparing the meeting summary.
- Responses to municipal staff member emails and telephone calls as needed and email communications with the Municipal Maintenance Subcommittee.
- This component's section of Program materials as needed (e.g., quarterly MRP compliance check-in table).

SM51.04 Budget: $5,672

Subtask SM51.05: New Development Subcommittee Support and BASMAA Activities Participation

SM51.05 Description: The New Development Subcommittee (NDS) has typically met quarterly and serves as a forum for municipal staff involved with development applications review, permitting, and inspection to share questions, experiences, and issues related to C.3 (New Development and Redevelopment), C.6 (Construction), C.7.a (Storm Drain Marking in New Privately-Maintained Streets), and C.13.a (Architectural Copper). EOA will maintain continuity in support for the NDS by responding to municipal staff questions via email or telephone, communicating with the Subcommittee via email (e.g., relaying permit adoption information, outside training opportunities, and other relevant information), maintaining the Subcommittee contact list, providing updates to the Countywide Program's website, and providing on-call technical support to member agencies as needed.

Please note that adoption of the reissued permit is not anticipated to result in major changes in Permittee compliance activities associated with this component; therefore, this scope of work does not include an in-person NDS meeting during the remainder of this calendar year.

Also as part of this task, EOA will provide one update of the C.3-C.6 Regulated Projects Checklist (Word and Excel versions) and one update of the Stormwater Checklist for Small Projects, to address changes

to C.3 in MRP 2 and allow municipal agencies to be ready to start using the forms on the MRP 2 effective date (anticipated to be January 1, 2016). EOA will also coordinate with the member agencies to order additional copies of the Construction Site Inspection Checklist for their use during the remainder of FY 2015/16.

On behalf of the Countywide Program, EOA will continue to attend BASMAA's Development Committee (DC) and Biotreatment Soil Work Group meetings. During October - December 2015, it is anticipated that EOA's participation in the DC and Work Group will include discussions of C.3 and C.6 issues related to the reissuance of the MRP, the biotreatment soil roundtable meeting, and the preparation of new/revised soil specifications. This task will include participation in monthly DC meetings (assume three meetings), participation in one Biotreatment Soil Work Group meeting and one technical expert roundtable meeting, preparation of informal email updates to the Program Manager regarding meeting highlights, review of any draft materials, and coordination with the NDS to keep member agencies informed and involved.

Continuing the partnership from past years, EOA will coordinate with the California Building Inspectors Group (CALBIG) to provide training to building inspectors and construction site inspectors on construction site stormwater controls. As in past years, the partnership with CALBIG will consist of EOA staff giving an approximately one-hour presentation on construction site stormwater control requirements and BMPs at a regular CALBIG meeting in October, in preparation for the rainy season construction inspections.

SM51.05 Deliverables:

- Responses to municipal staff member emails and telephone calls as needed and email communications with the NDS.
- One update each to the C.3-C.6 Regulated Projects Checklist (Word and Excel versions) and the Stormwater Checklist for Small Projects, to address changes to C.3 in MRP 2.
- Up to 3,200 hard copies, in triplicate, of the Construction Site Inspection Checklist, as requested by the member agencies.
- Participation in monthly DC meetings (assume three meetings), one Biotreatment Soil Work Group meeting, and one technical expert roundtable meeting. Review of any draft materials, preparation of informal email updates to the Program Manager regarding meeting highlights and issues, and coordination with the NDS to keep member agencies informed and involved.
- This component's section of Program materials as needed (e.g., quarterly MRP compliance check-in table).

SM51.05 Budget: $14,042

Subtask SM51.06: Parks Maintenance and IPM Workgroup Support

SM51.06 Description: The Parks Maintenance and IPM Workgroup has typically met three times per year and serves as a forum for municipal staff to share questions, ideas, experiences, and issues. EOA will maintain continuity in support for this workgroup by responding to municipal staff questions, communicating with the workgroup via email (e.g., relaying permit adoption information, outside training opportunities, and other relevant information), and maintaining the workgroup contact list.

Please note that adoption of the reissued permit is not anticipated to result in major changes in Permittee compliance activities associated with this component. Therefore, this scope of work does not include a workgroup meeting during the remainder of this calendar year.

SM51.06 Deliverables:

- Responses to municipal staff member emails and telephone calls as needed and email communications with the Parks Maintenance and IPM Workgroup.
- This component's section of Countywide Program materials as needed (e.g., quarterly MRP compliance check-in table).

SM51.06 Budget: $980

TASK SM52 – WATER QUALITY MONITORING

Subtask SM52.01: WAM Subcommittee Support

Description: The Watershed Assessment and Monitoring (WAM) Subcommittee is a forum for the Countywide Program to update Permittees on all water quality monitoring activities, answer questions, and solicit feedback for future planning. The WAM Subcommittee typically meets twice per year, but it is assumed it will not meet during October – December 2015. EOA will maintain continuity in support for the WAM Subcommittee by responding to municipal staff questions via emails and telephone calls and maintaining the Subcommittee contact list.

SM52.01 Deliverables:

- Responses to Permittee questions via emails and telephone calls as needed and maintenance of the WAM Subcommittee contact list.

SM52.01 Budget: $1,202

Subtask SM52.02: BASMAA Monitoring Activities Participation

SM52.02 Description: EOA will assist the Countywide Program to collaborate and coordinate with other Bay Area municipal stormwater management agencies on all water quality monitoring tasks. This will include representing the Countywide Program on BASMAA's Monitoring and Pollutants of Concern Committee (which meets monthly) and Regional Monitoring Coalition Workgroup (which meets bimonthly), participating in related email and telephone communications, and reviewing pertinent regional documents. Regional documents may include necessary updates to the BASMAA Standard Operating Procedures (SOPs) and Quality Assurance Project Plan (QAPP) resulting from the reissued MRP.

SM52.02 Deliverables:

- Participation in monthly meetings of BASMAA's Monitoring and Pollutants of Concern (MPC) Committee (assume three meetings) and bimonthly meetings of BASMAA's Regional Monitoring Coalition Workgroup (assume two meetings: October and December).
- Telephone and email communications and comments on pertinent regional related documents.

SM52.02 Budget: $6,010

Subtask SM52.03: Regional Monitoring Program (RMP) Participation

SM52.03 Description: MRP 2 requires that Permittees participate in implementing a San Francisco Estuary receiving water monitoring program, at a minimum equivalent to the San Francisco Estuary Regional Monitoring Program (RMP), by contributing annually their financial fair-share. Through continued participation in the RMP's committees and workgroups, the Countywide Program and BASMAA have remained informed stakeholders that help oversee the RMP's activities and identify any opportunities to direct existing RMP funds towards meeting MRP requirements. In coordination with other BASMAA agencies, EOA will continue to assist the Countywide Program to participate in the RMP, including participating in selected RMP committees and workgroups, especially the PCBs Strategy Work Group (on behalf of BASMAA), Small Tributaries Loading Strategy (STLS) Work Group, the Sources, Pathways and Loadings Work Group (SPLWG), and the newly-developed Long-Term Trends Strategy Work Group. EOA will also conduct related email and telephone communications and as needed provide input to related work plans and reports. Participation in these work groups is key to encouraging direction of RMP funds towards meeting BASMAA and San Mateo County Permittee interests and permit compliance needs. It is assumed that the PCBs Strategy Workgroup and SPLWG will not meet during October – December 2015. Please note that the Countywide Program's direct financial contribution to the RMP is not included in the budget for this task. It is also assumed that EOA will not respond to any data or mapping requests from SFEI during October – December 2015.

SM52.03 Deliverables:

- Participation in the STLS Work Group (assume one conference call) and the Long-Term Trends Strategy Workgroup (assume three meetings), related email and telephone communications, and review of and comment on related documents as needed. It is assumed that the PCBs Strategy Workgroup and SPLWG will not meet during October – December 2015.

SM52.03 Budget: $4,978

Subtask SM52.04: Creek Status Monitoring

Description: EOA will continue to assist the Countywide Program to participate in the Regional Monitoring Coalition's field programs to conduct monitoring of creeks in San Mateo County and other parts of the Bay Area as required by the MRP. The primary objectives are to gather information on whether numeric and narrative water quality objectives are met in creeks and whether creek conditions are supporting designated beneficial uses (e.g., aquatic habitat, recreational uses). The budget includes planning for monitoring activities to be conducted in spring and summer 2016 under MRP 2, including participation in the RMC draw and fall season desktop evaluation (e.g., begin to obtain site access permissions, develop maps, aerial photograph review) and field evaluation of potential probabilistic sites. EOA will develop preliminary site evaluation documentation (forms, maps, spreadsheet, and status memorandum) for WY2016 probabilistic sites.

SM52.04 Deliverables:

- Preliminary site evaluation documentation (forms, maps, spreadsheet, and status memorandum) for WY2016 probabilistic sites.

SM52.04 Budget: $18,316

Subtask SM52.05: Pollutants of Concern (POC) Monitoring Planning

Description: Monitoring under Provision C.8.f (Pollutants of Concern Monitoring) of the reissued MRP is intended to address a number of management questions related to priority pollutants such as mercury and PCBs, including assessing inputs to the Bay from urban runoff, assessing trends in pollutant loading, evaluating management action effectiveness, and helping to identify pollutant source areas. Based on the May 2015 MRP 2 Tentative Order, POC monitoring will allow for considerable flexibility, but must consist of a minimum number of annual samples for each listed POC (e.g., PCBs, mercury, copper, pesticides, toxicity, emerging contaminants, and nutrients). Also required are minimum total numbers of samples that must be collected within the first four years of MRP 2 for various monitoring types that address the stated management questions. The requirements in C.8.f will be finalized with adoption of the reissued permit, which is anticipated in November 2015.

EOA will develop a technical memorandum with a WY 2016 POC monitoring approach and longer-term MRP 2 POC monitoring framework for meeting the POC monitoring requirements in C.8.f. over the entire permit term. As an initial step, EOA will review the results of the POC monitoring conducted to-date in San Mateo County by SMCWPPP and the RMP. EOA will also coordinate with SMCWPPP's BASMAA RMC partners in development of the monitoring approach and longer-term framework. One focus of the WY 2016 approach will likely be follow-up to SMCWPPP's PCBs and mercury source area identification project conducted in WY2015. This project involved an urban sediment sampling program as part of the process to identify PCBs and mercury source areas in San Mateo County that will potentially be pollutant control opportunity areas. The approach and framework will consider all of the types of POCs and media (e.g., sediment, receiving water, storm flows) listed in C.8.f. Any opportunities to meet some C.8.f requirements through sample collection by the RMP and other programs (e.g., Surface Water Ambient Monitoring Program SPoT) will be incorporated. The longer-term framework will present an initial strategy for the next five years of POC monitoring efforts but may be modified iteratively in future years based on findings from each previous year. It is anticipated that the POC Monitoring Report required for submittal by October 15, 2016 under MRP 2 Provision C.8.g.iv will build off of the deliverables from this task. This task does not include field reconnaissance and the associated selection of exact sampling stations.

SM52.05 Deliverables:

- Technical Memorandum with WY2016 POC monitoring approach and MRP 2 permit term POC monitoring framework.

SM52.05 Budget: $19,476

Subtask SM52.06: WY 2015 Electronic Report and UCMR

SM52.06 Description: The Tentative Order MRP 2 requires annual electronic reporting of field monitoring results compatible with the state's Surface Water Ambient Monitoring Program (SWAMP) database concurrent with an annual Urban Creeks Monitoring Report (UCMR) that summarizes and interprets the monitoring data. EOA will prepare draft versions of the electronic report and the UCMR for WAM Subcommittee review by January 31, 2016. (According to the TO, the reports are due for

submittal to the Regional Water Board by March 15, 2016, but we understand that this date may be moved back to the end of March.) This task includes the remaining QA/QC review of all WY2015 Creek Status Monitoring data according to the BASMAA Quality Assurance Project Plan (QAPP) and data entry into the SMCWPPP Creek Status Monitoring database. Appendices will include the 2015 POC Monitoring Report, the San Mateo Creek Pathogen Indicator Stressor Source Identification (SSID) Report, and the Bransten Street BMP Effectiveness Report. The draft Urban Creeks Monitoring Report (Subtask SM52.06) will be completed by January 29, 2016. This schedule assumes that the POC monitoring data report from SFEI will be available in time to incorporate into the draft report.

SM52.06 Deliverables:

- Draft and Final Status Monitoring Electronic Report in SWAMP-compatible format.
- Draft Final Urban Creeks Monitoring Report.

SM52.06 Budget: $56,770

TASK SM53 – TRASH LOAD REDUCTION

Subtask SM53.01: Trash Subcommittee Support

SM53.01 Description: EOA will facilitate two Countywide Program Trash Subcommittee meetings, which provide a forum for SMCWPPP Permittees to share information related to trash reduction in San Mateo County and discuss compliance activities required by the MRP. EOA will develop meeting agendas, prepare meeting materials, participate in meetings, and prepare meeting summaries including action items agreed to during the meeting.

SM53.01 Deliverables:

- Facilitation of two SMCWPPP Trash Subcommittee meetings, including preparation of meeting agendas, agenda support materials and meeting summaries.

SM53.01 Budget: $6,228

Subtask SM53.02: BASMAA Trash Control Activities Participation

SM53.02 Description: EOA will participate in trash-related activities of BASMAA including attending regional BASMAA Trash Committee meetings, participating in e-mail communications as needed, and reviewing and commenting on regional documents. This participation will include soliciting input from the Countywide Program's Trash Workgroup and representing the Trash Workgroup at BASMAA's Trash Committee meetings.

SM53.02 Deliverables:

- Participation in BASMAA Trash Committee meetings (assume two) and for each meeting a brief summary of the most important items agreed to and being worked on by the Committee.
- Written comments on trash-related BASMAA regional products.

SM53.02 Budget: $2,306

Subtask SM53.03: Trash Load Reduction Assessment Program

SM53.03 Description: EOA will assist the Countywide Program to provide services in support of developing and implementing a trash load reduction assessment program. In FY 2012/13, EOA developed a draft on-land visual assessment method and protocol designed to assess the levels of trash generated onto streets that would conceptually enter the stormwater conveyance system. The on-land visual assessment method would also provide a way for Permittees to demonstrate progress towards trash load reduction goals included in the MRP. From October through December 2015, EOA will continue to implement the trash load reduction assessment plan for the Countywide Program, which will utilize the on-land assessment method. Assessment sites will be located in high priority trash management areas identified by Permittees. Both temporal and spatial variability will be evaluated during the implementation of the plan in an effort to best inform the spatial extent and frequency of assessments needed to confidently demonstrate progress.

The plan implementation in San Mateo County will be coordinated with assessment method(s) development conducted under BASMAA's Tracking California's Trash grant received from the State Water Resources Control Board. One goal of BASMAA's project would be to relate the results of the draft on-land visual assessment method (i.e., score) to the amount of trash being discharged from the area assessed (i.e., better scores equals less trash). The method would allow Permittees to identify improvements in trash discharged to receiving waters from the stormwater drainage system, using a simple cost-effective on-land visual assessment protocol.

SM53.03 Deliverables:

- Completion of 100 on-land visual assessments.
- Assessment results entered into the Countywide Program's On-land Assessment Database.

SM53.03 Budget: $38,660

Subtask SM53.04: Trash Hot Spot Cleanup Tracking and Reporting Guidance

SM53.04 Description: EOA will provide written guidance to member agencies, including data collection and load removal calculation tools associated with creek and shoreline cleanup activities. The guidance helps maintain the quality and consistency of data collected via cleanup activities by member agencies, allowing evaluation of trends over time.

SM53.04 Deliverables:

- Annual reporting and data collection guidance memorandum on standardized reporting of trash reductions associated with creek and/or shoreline cleanups.

SM53.04 Budget: $2,946

Subtask SM53.05: Long-term Trash Load Reduction Plan Assistance

SM53.05 Description: EOA will assist member agencies in implementing their long-term trash load reduction plans required by the MRP. EOA will provide on-call assistance to Permittees via brief

meetings, conference calls or email correspondence on long-term plan control actions for trash management and assist with updating trash generation maps, full capture system maps and treatment area delineations, and hot spot mapping.

SM53.05 Deliverables:

- On-call assistance to Permittees via brief meetings, conference calls or email correspondence to discuss long-term plan implementation, provide perspectives on control actions for trash management, and discuss assessment results and other pertinent topics.
- Updated/revised trash generation and full capture system maps and GIS data layers.

SM53.05 Budget: $16,244

Subtask SM53.06: Litter Work Group Facilitation

SM53.06 Description: EOA will facilitate two SMCWPPP Litter Work Group meetings, which provide a forum for sharing information among member agencies, solid waste haulers, county recycling and waste management program staff, and other stakeholders related to trash reduction in San Mateo County. EOA will develop and distribute meeting agendas, prepare meeting materials as needed, participate in meetings, and prepare and distribute meeting summaries that provide an overview of actions agreed to during the meetings.

SM53.06 Deliverables:

- Facilitation of two Litter Work Group meetings, including preparation of meeting agendas, agenda support materials and meeting summaries.

SM53.06 Budget: $4,574

Subtask SM53.07: Review Existing Franchise Agreements and Recommend Best Practices

SM53.07 Description: EOA in coordination with the SMCWPPP Litter Work Group will produce a recommended list of franchise agreement best practices. The Program will compile the various agency franchise agreements and provide to the Litter Work Group for review with recommendations for best practices. Examples from other jurisdictions around the Bay Area will also be reviewed and used as needed to develop the best practice list. The Santa Clara Valley ZLI program has produced an example of this type of review, which will serve as a starting point for this SMCWPPP effort.

SM53.07 Deliverables:

- Draft and final recommended list of franchise waste hauler agreement best practices.

SM53.07 Budget: $9,316

TASK SM54 – MERCURY AND PCBs CONTROL PROGRAMS

Subtask SM54.01: Mercury and PCBs Workgroup Support

SM54.01 Description: The SMCWPPP Mercury and PCBs Workgroup has met on an as-needed basis to assist with efforts to address these pollutants. Most recently this group assisted with the WY2015 PCBs and mercury source area identification project. EOA will facilitate one meeting of the workgroup to update the workgroup on recent developments and solicit feedback on the mercury and PCBs control program planning process (see Subtask SM54.03). This task includes working individually as needed with Permittees in preparation for the meeting, to the extent possible within the available budget.

SM54.01 Deliverables:

- Facilitation of one Mercury and PCBs Workgroup meeting, including preparing the agenda and meeting materials, participating in the meeting, and preparing the meeting summary.

SM54.01 Budget: $4,948

Subtask SM54.02: BASMAA POC Activities Participation

SM54.02 Description: EOA will continue to assist the Countywide Program to collaborate and coordinate with other Bay Area municipal stormwater management agencies on mercury and PCBs control program activities. This will include representing the Countywide Program during monthly meetings of BASMAA's Monitoring and Pollutants of Concern (MPC) Committee, participating in related email and telephone communications, and reviewing pertinent regional documents. One of the MPC's functions is to develop scopes and budgets for proposed BASMAA regional projects related to mercury and PCBs, for potential approval by the BASMAA Board of Directors. The following potential mercury and PCBs projects are currently under discussion by the MPC:

- Interim Accounting Methodology
- Mercury and PCBs Load Reduction Reporting Guidance
- Sampling and Analysis Plan – PCBs in Infrastructure Caulk
- Framework for Managing PCBs during Demolition

EOA will continue to work with the MPC to support the scoping process on behalf of the Countywide Program, including preparing one scope/budget and reviewing and commenting on scopes/budgets prepared by other Bay Area stormwater programs.

In addition, a November 2015 meeting is anticipated between stormwater program and Regional Water Board staff to discuss progress with mercury and PCBs control programs. At this meeting the Countywide Program and other Bay Area stormwater programs will make a progress report on their progress addressing mercury and PCBs. EOA will prepare for and participate in this meeting on behalf of the Countywide Program, including preparation of visual aids such as maps for use at the meeting. In addition, late in November BASMAA plans to meet to continue discussions regarding development of a Reasonable Assurance Analysis for mercury and PCBs. EOA will prepare for and attend this meeting on behalf of the Countywide Program.

SM54.02 Deliverables:

- Participation in BASMAA's monthly Monitoring and Pollutants of Concern Committee (assume three meetings).

- Support for scoping of BASMAA regional mercury and PCBs projects by preparing one scope/budget and reviewing and commenting on scopes/budgets prepared by other Bay Area stormwater programs.
- Preparation for and participation in one November 2015 meeting between stormwater program and Regional Water Board staff to discuss progress with mercury and PCBs control programs.
- Preparation for and participation in one November 2015 BASMAA meeting to continue discussions regarding development of a Reasonable Assurance Analysis for mercury and PCBs.
- Telephone and email communications and comments on pertinent regional related documents.

SM54.02 Budget: $8,684

Subtask SM54.03: Initial Report on Mercury and PCBs Control Measures and Updated GIS

SM54.03 Description: Given the likely imminent adoption of MRP 2, SMCWPPP needs to ramp up its planning efforts for implementing mercury and PCBs control measures (e.g., source control, treatment control, and pollution prevention strategies) in areas where benefits are most likely to accrue in San Mateo County (i.e., "focused implementation"). The TO requires that Permittees report by February 1, 2016 a list of the watersheds (or portions therein) where mercury and PCBs control measures are currently being implemented and those in which control measures will be implemented during the MRP 2 permit term. Permittees must also report the monitoring data and other information used to select the watersheds. We understand that this due date will likely be moved to June 2016. Furthermore, the TO requires Permittees to report in their FY 2015/16 Annual Reports (due September 2016) the specific control measures that are currently being implemented and those that will be implemented in the identified watersheds, with an implementation schedule for the control measures. The report must include:

- The number, type, and locations and/or frequency (if applicable) of control measures;
- The identity and description of the contaminated sites referred to the Regional Water Board during permit term;
- The description, scope, and start date, of pollution prevention measures;
- For each structural control and non-structural BMP, interim implementation progress milestones (e.g., construction milestones for structural controls or other relevant implementation milestones for structural controls and non-structural BMPs) and a schedule for milestone achievement; and
- Clear statements of the roles and responsibilities of each participating Permittee for implementation of the control measures.

EOA will assist SMCWPPP to take initial steps towards meeting the above early MRP reporting requirements by developing a preliminary report on mercury and PCBs control measure locations and types and updating associated GIS protocols and layers. The report and GIS update will include the following:

- **Summary of Past Efforts:** EOA will summarize and discuss efforts over the past approximately 15 years to identify sources of mercury and PCBs in San Mateo County and begin developing controls, including various sediment surveys and associated ancillary data such as historical land

use research (e.g., Joint Stormwater Agency Project, SMCWPPP PCBs case studies, SFEI Proposition 13-funded study, and the recent WY2015 PCBs and mercury source area identification project), water sampling conducted by the Regional Monitoring Program, and pilot studies conducted in the Pulgas Creek Pump Station watershed in San Carlos via the grant-funded Clean Watersheds for a Clean Bay (CW4CB) project and SMCWPPP funding.

- **Pollutant Control Measure Watershed Mapping and Updated GIS Layers:** EOA will develop a list, descriptions, and maps of the watersheds (or portions therein) where mercury and PCBs control measures are currently being implemented in the County. In addition, the report will include a preliminary list of watersheds in which control measures will be implemented during the MRP 2 permit term, along with recommended next steps to refine and add to the list of watersheds by the assumed June 2016 permit submittal date. The report will summarize the monitoring data and other information used to select watersheds. EOA will update existing San Mateo County GIS layers to reflect this information. A number of areas of interest will be evaluated during the mapping process, include the Pulgas Creek Pump Station drainage in San Carlos, a nearby old industrial area in San Carlos that includes Delta Star and PG&E facilities that may drain to an apparent retention pond in Redwood City, areas where sediment has been dredged from channels in San Carlos, areas along Bay Road and Spring Street in Redwood City where PCBs investigation/cleanup work has recently occurred, and various other areas in San Mateo County with old industrial land uses, especially areas where elevated PCBs concentrations were detected in sediment samples collected in the past and during the recent WY2015 PCBs and mercury source area identification project conducted by EOA. This mapping will be part of the ongoing process to continue identifying which pollutant source areas in San Mateo County provide the greatest opportunities for implementing controls to reduce discharges of mercury and PCBs.
- **Referrals Status:** EOA will summarize the status of mercury and PCBs source property referrals in San Mateo County and provide any needed recommendations for follow-up. For example, recent reports and other available data regarding the Delta Star site in San Carlos will be reviewed. EOA will then follow-up with regulatory agency staff (e.g., Regional Water Board and DTSC) as needed regarding the site status and recommend any needed next steps aimed at ensuring discharges of PCBs from the site to the MS4 have been adequately controlled.
- **Mercury and PCBs Control Measure Planning and GIS Protocols:** EOA will develop a recommended strategy and associated protocols to map and characterize existing and future controls that potentially reduce stormwater discharges of mercury and PCBs (e.g., source property referrals, treatment retrofits, pilot Green Street projects, other LID features on private or public lands, full capture trash controls, and sediment removal from storm drain infrastructure such as channel dredging). Pertinent control measure attributes that should be part of the GIS dataset will be developed and documented. The attribute development will take into account available accounting methodologies. To the extent feasible within the available budget, EOA will also begin mapping existing control measures in the GIS and populating the pertinent attributes for each control measure. In addition, EOA will provide recommendation for next steps, including approaches to using these types of map-based data on the short-term when apply accounting methodologies to plan implementation of sufficient control measures to achieve specified load reduction performance criteria in MRP 2. In the longer term the updated GIS dataset will support development of a Reasonable Assurance Analysis for reaching TMDL allocations.

The preliminary report on mercury and PCBs control measure locations and types and associated updated GIS protocols and layers will be developed as an initial step towards assisting Permittees meet early compliance submittal dates under Provisions C.11/12 of MRP 2. This will begin the process of working closely with municipal staff to identify the types and locations of control measures that will be implemented and associated implementation schedules. It is important to note that work that will be conducted under MRP 2 Provision C.8.f. to identify pollutant source areas (POC Monitoring) is closely related. Thus EOA will closely coordinate the work under this task with Subtask SM52.05, POC Monitoring Planning, described previously in this scope of work. This task will also be informed by EOA's continued efforts to assist SMCWPPP work with other Bay Area countywide stormwater programs (through the BASMAA MPC Committee) to address PCBs and mercury (see Subtask SM54.02, 2015 BASMAA POC Activities Participation). In addition, the results of working with the SMCWPPP Stormwater Committee permit implementation workgroup (see Subtask SM51.02, Permit Renewal Support) will be considered during development of the preliminary report and associated GIS.

SM54.03 Deliverables:

- Initial report on mercury and PCBs control measure locations and types and associated updated GIS protocols and layers.

SM54.03 Budget: $31,200

Subtask SM54.04: Bransten Road Treatment Retrofit Project Report

SM54.04 Description: EOA will prepare a report documenting the Bransten Road Green Street and treatment retrofit project. The report will be prepared in accordance with CW4CB minimum requirements for reports on individual pilot projects that will be appendices to final CW4CB project report. The report will describe the Bransten Road project and document monitoring methods and results. However, as agreed upon by the CW4CB project team, the pollutant removal effectiveness evaluation for this and the other CW4CB pilot projects will be conducted as part of developing the main body of the CW4CB final report, a project that is separately funded by BASMAA.

SM54.04 Deliverables:

- Report documenting the Bransten Road Green Street and treatment retrofit project.

SM54.04 Budget: $19,896

Exhibit A - Municipal Stormwater NPDES Permit Compliance Assistance

OCTOBER 2015

SUB-TASK	DESCRIPTION	Manager III/Ops	Manager II	Manager I	Senior III	Senior II	Senior I	Associate II	Associate I	Tech	Admin	Subcontractors & Expenses	Budget
	Hourly Rate:	202	199	197	181	160	144	134	109	88	65		
General Technical Assistance													
SM51.01	Overall Countywide Program Support	96	0	0	0	0	0	0	0	0	0	$400	**$19,792**
SM51.02	Permit Renewal Process Support	84	12	4	0	12	0	0	0	0	0	$400	**$22,464**
SM51.03	CII Subcommittee Support	0	12	0	0	0	0	0	0	0	0	$50	**$2,438**
SM51.04	Muni Maintenance Subcommittee Support & Trash O&M Verification	0	28	0	0	0	0	0	0	0	0	$100	**$5,672**
SM51.05	New Development Subcommittee Support & BASMAA Activities Participatio	6	16	0	0	48	0	4	0	0	2	$1,300	**$14,042**
SM51.06	Parks Maintenance and IPM Workgroup Support	0	0	0	0	6	0	0	0	0	0	$20	**$980**
		186	**68**	**4**	**0**	**66**	**0**	**4**	**0**	**0**	**2**	**$2,270**	**$65,388**
Water Quality Monitoring													
SM52.01	WAM Subcommittee Support	0	0	6	0	0	0	0	0	0	0	$20	**$1,202**
SM52.02	BASMAA Monitoring Activities Participation	0	0	30	0	0	0	0	0	0	0	$100	**$6,010**
SM52.03	Regional Monitoring Program Participation	4	0	20	0	0	0	0	0	0	2	$100	**$4,978**
SM52.04	Creek Status Monitoring for WY2016	2	0	8	0	56	0	0	64	0	0	$400	**$18,316**
SM52.05	POC Monitoring Planning	20	0	60	0	0	0	24	0	0	0	$400	**$19,476**
SM52.06	WY2015 Electronic Report & UCMR	20	0	80	0	60	0	136	64	0	18	$1,000	**$56,770**
		46	**0**	**204**	**0**	**116**	**0**	**160**	**128**	**0**	**20**	**$2,020**	**$106,752**
Trash Load Reduction													
SM53.01	Trash Committee Support	16	0	0	16	0	0	0	0	0	0	$100	**$6,228**
SM53.02	BASMAA Trash Control Activities Participation	4	0	0	8	0	0	0	0	0	0	$50	**$2,306**
SM53.03	Trash Load Reduction Assessment Program	20	0	0	0	0	0	100	100	100	8	$1,000	**$38,660**
SM53.04	Trash Hot Spot Cleanup Tracking and Reporting Guidance	0	0	0	16	0	0	0	0	0	0	$50	**$2,946**
SM53.05	Long-Term Trash Load Reduction Plan Assistance	24	0	0	24	0	0	40	8	0	8	$300	**$16,244**
SM53.06	Litter Workgroup Facilitation	12	0	0	0	12	0	0	0	0	2	$100	**$4,574**
SM53.07	Franchise Agreement Best Practice Review and Recommendations	8	0	0	40	0	0	0	0	0	4	$200	**$9,316**
		84	**0**	**0**	**104**	**12**	**0**	**140**	**108**	**100**	**22**	**$1,800**	**$80,274**
Mercury and PCBs Control Programs													
SM54.01	Mercury and PCBs Workgroup Support	24	0	0	0	0	0	0	0	0	0	$100	**$4,948**
SM54.02	BASMAA POC Activities Participation	42	0	0	0	0	0	0	0	0	0	$200	**$8,684**
SM54.03	Initial Report on Hg & PCBs Control Measures & Updated GIS	80	0	0	0	40	0	60	0	0	0	$600	**$31,200**
SM54.04	Bransten Road Treatment Retrofit Project Report	12	0	0	0	100	0	8	0	0	0	$400	**$19,896**
		158	**0**	**0**	**0**	**140**	**0**	**68**	**0**	**0**	**0**	**$1,300**	**$64,728**

Total Budget:	$317,142

Notes:

Labor hours are based upon the approximate level of effort for each task.

Subcontractors and expenses are planning-level estimates.

Actual distribution of hours and subcontractors/expenses within and among tasks may vary.

Total budget will not be exceeded without C/CAG's authorization.

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an elected official appointment to the Bicycle and Pedestrian Advisory Committee (BPAC).

(For further information please contact Ellen Barton at 650-599-1420)

RECOMMENDATION

That the C/CAG Board review and appoint an elected official to the Bicycle and Pedestrian Advisory Committee (BPAC).

FISCAL IMPACT

There will be no fiscal impact.

SOURCE OF FUNDS

Not applicable

BACKGROUND/DISCUSSION

Currently the Bicycle and Pedestrian Advisory Committee (BPAC) has two vacant seats for elected officials. Staff distributed a recruitment letter to the elected officials in San Mateo County requesting letters of interest for appointment to the BPAC. Staff received one letter of interest for one of the open elected official seats. The letter of interest was from:

- Vice Mayor Gary Pollard, Foster City Council

Staff recommends that the Board appoint Vice Mayor Pollard to fill the vacant seat.

ATTACHMENTS

- BPAC letter of interest from Vice Mayor Gary Pollard, Foster City
- BPAC Roster 2015

October 18, 2015

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

VIA E-MAIL: slwong@smcgov.org

Dear Sandy,

My name is Gary Pollard and wish to apply for the opening on the Bicycle & Pedestrian Advisory Committee. My second year on Foster City Council is coming to a close this December after serving as Vice Mayor. As a proponent for increased awareness and safety for bikes and people, in addition to finding ways to encourage more cities to offer bike access to their residents and to help reduce traffic thus lower green house gases we all win. I want to share my experience and join others who have a similar vision. Listed below is a brief listing of my involvement.

1) Six years on Foster City's Park & Recreation Citizens Advisory Committee, the last year as its chair.
2) One year on SCORE (Superintendent's Committee on Overcrowding Relief) which was charged to find solutions to overcrowding in our schools, for the San Mateo-Foster City School District, grades K-8.
3) Currently serving on the San Mateo County Library JPA Governing Board
4) Currently serving on the San Mateo County Library Sub-Committee for Donor Funds
5) Past Member of the League of California Cities – Transportation, Public Works and Communication Committee

I am currently working with our staff to develop a comprehensive bicycle & pedestrian report for Foster City. Our goal is to outreach with our residents and have them be part of the plan and soloution to increased availability, not just in Foster City, but also within our county.

My experience as a leader and visionary can add to the wealth of knowledge existing on the committee already. I have been part of many long range and short plans to discuss an issue and find common ground or comprise to help each city in the county achieve their and our goal!

Feel free to reach out to me for further details are needed. I look forward to offering my time to better serve the people in my City and County and State!

Sincerely Yours,

Gary Pollard
Vice Mayor, City of Foster City

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

Bicycle and Pedestrian Advisory Committee Members 2015

ELECTED OFFICIALS

Member Name	Jurisdiction Represented
Karen Ervin	City of Pacifica
Eric Reed	City of Belmont
Don Horsley	County of San Mateo (Unincorporated)
Ken Ibarra	San Bruno
Karyl Matsumoto	South San Francisco
Marina Fraser	City of Half Moon Bay
(vacant)	
(vacant)	

PUBLIC MEMBERS

Andrew Boone	East Palo Alto
Julia Dzierwa	San Carlos
Daina Lujan	South San Francisco
Frank Markowitz	San Mateo
Jeffrey Tong	San Bruno
Matthew Self	County of San Mateo (Unincorporated)
(vacant)	

Staff Support:

Ellen Barton
C/CAG Active Transportation Coordinator (650) 599-1420 ebarton@smcgov.org

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an agreement between C/CAG and Ecology Action in an amount not to exceed $25,000 under the San Mateo County Energy Watch program

(For further information, contact Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board review and approve an agreement between C/CAG and Ecology Action in an amount not to exceed $25,000 under the San Mateo County Energy Watch program.

FISCAL IMPACT

$25,000.

SOURCE OF FUNDS

Funds for these agreements come from the San Mateo County Energy Watch Program – PG&E Local Government Partnership, cost savings from the 2015 calendar year program.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) is a Local Government Partnership between C/CAG and PG&E and is managed and staffed by County of San Mateo, Office of Sustainability.

During the current 2015 calendar year and due to labor rate changes, the program budget has estimated salary savings of $83,000. Staff desires to apply these savings to deliver additional services before the funds expire. PG&E has been consulted and has approved the use of these savings as recommended by staff.

Below is a summary of staff recommendation:

Ecology Action – Energy Efficiency Audits for two school districts: $25,000.
El Concilio of San Mateo County – Middle Income Direct Install (MIDI) Services: $20,000.
H2Video - $21,000.
County of San Mateo (Information Services Department – ISD): $11,000.
Maddaus Water Management: $6,000.

Per the C/CAG procurement policy, staff recommends the C/CAG Board to waive the RFP process before execution of these agreements. A waiver for each of these agreements is required and justification is based on the availability of a qualified contractor with specialized experience, their existing familiarity with our programs, and the limited time and unlikely opportunity for cost savings arising out of completing a procurement process.

Ecology Action – Energy Efficiency Audits for Two School Districts

Ecology action has been the contractor supporting the SMCEW for the Direct Install through a bidding process with PG&E for turnkey energy efficiency services and through a contract with PG&E for the last three SMCEW program cycles. Ecology Action has also audited schools in several of the school districts in San Mateo County and is familiar with both the guidelines for the Proposition 39 program and the expenditure plan requirements of the California Energy Commission.

The San Mateo County Energy Watch prioritized eight of the 23 school districts in San Mateo County for support through the SMCEW program. Two of these school districts have an immediate need: Portola Valley and Ravenswood school districts, for energy auditing services to ensure progress on completing their expenditure plans. The Prop 39 program is more than half way through its five-year cycle. Given the time it takes to contract eventual energy efficiency retrofits, staff would like to use $25,000 of the funds to supply multiple energy audits to support these two school districts. Eventual energy savings will help the SMCEW meet its goals in 2016 and beyond.

ATTACHMENT

1. Agreement between C/CAG and Ecology Action

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND ECOLOGY ACTION FOR SAN MATEO COUNTY ENERGY WATCH ENERGY AUDITING SERVICES

This Agreement, entered this _____ day of _____, 2015 by and between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Ecology Action, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG requires professional energy auditing services for public schools during the San Mateo County Energy Watch (SMCEW) 2015 calendar year program cycle; and

WHEREAS, Ecology Action, as a current Third Party contractor to PG&E, already working closely with the SMCEW and performing the same services for San Mateo County public schools, is familiar with the Prop 39, California Energy Commission expenditure plan audit requirements; and

WHEREAS, there is limited time and remaining funds in the SMCEW budget before the end of the 2015 SMCEW program cycle and minimal financial benefit to completing a competitive procurement process for the services.

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 shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to Contractor as follows. Contractor shall submit to C/CAG monthly invoices for a total contract amount not to exceed twenty-five thousand dollars ($25,000). Payments shall be made within 45 days after receipt and approval of the monthly invoice from Contractor. C/CAG agrees to pay Contractor for services described in Exhibit A, performed under this Agreement.

3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to

a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of November 12, 2015 and shall terminate on January 31, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.

6. **Notices**. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

Sandy Wong
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063

Jim Murphy
Ecology Action
211 River Street
Santa Cruz, CA 95060

7. **Hold Harmless/Indemnity.** Contractor shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, to the extent caused by any negligent acts, errors, omissions or willful misconduct by Contractor in the performance or failure to perform under this Agreement.

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

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any negligent act, error, omission or willful misconduct which occurred during or under this Agreement.

8. **Insurance.** Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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

cancellation of the policy, except ten (10) days advance notice shall be given for cancellation due to non-renewal of a policy.

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

Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot cover subconsultants, Contractor shall require that such subconsultant comply with the insurance terms herein to the same extent as Contractor. 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	_____

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

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

9. **Non-discrimination.** Contractor and its subcontractors performing the services on behalf of 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.

10. **Accessibility of Services to Disabled Persons.** Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

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

12. **Sole Property of C/CAG.** As between C/CAG and Contractor any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG. Contractor shall not be held liable for any modification or re-use of C/CAG-owned work product for purposes outside this Agreement.

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

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

14. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for SMCEW school energy auditing services on the day and year as indicated below.

Ecology Action

By _____ _____
Jim Murphy, President Date

City/County Association of Governments (C/CAG)

By_____ _____
Sandy Wong, Executive Director Date

By_____
C/CAG Legal Counsel

Exhibit A

PROPOSAL FOR EXPANDED ENERGY ENGINEERING SERVICES
SAN MATEO COUNTY ENERGY WATCH
NOVEMBER 3, 2015

SCOPE OF WORK

Ecology Action will assist the Ravenswood School District and Portola Valley School District with their Prop 39 efforts by auditing selected schools within the district for the purpose of identifying Energy Watch and Prop 39 eligible energy efficiency measures.

Energy audits will focus on specific equipment that qualify and are good candidates for Prop 39 and the Energy Watch program such as:

- Kitchens (vent hood controls)
- Package units greater than 5 tons cooling (catalyst ventilation control)
- Units that are falling apart (replace w/ high efficiency)
- Large units serving gyms / cafeterias (VFD control)
- Any chillers or boilers (replacement / controls)

TASKS

1. Audit identified school facilities with a level of rigor comparable to an ASHRAE II audit
2. Identify all eligible EEMs
3. Provide a cost benefit analysis to the county and the district.
4. Provide or assist with other required documentation for the district and/or county to submit an energy expenditure plan to the CEC for approval
5. Facilitate the customer to begin the process of securing PG&E incentives through SMC Energy Watch

SCHEDULE

Ecology Action is prepared to begin immediately. All tasks are anticipated to be executed during calendar year 2015.

BUDGET

The following Not to Exceed total budget shall be invoiced via time and materials rates to be paid monthly via existing PG&E LGP approved billing rates for labor. Below is the approximated budget allocation per school district:

Ravenswood City School District	$20,000
Portola Valley School District	$ 5,000
Total	$25,000

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an agreement between C/CAG and El Concilio in an amount not to exceed $20,000 under the San Mateo County Energy Watch program

(For further information, contact Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board review and approve an agreement between C/CAG and El Concilio in an amount not to exceed $20,000 under the San Mateo County Energy Watch program.

FISCAL IMPACT

$20,000.

SOURCE OF FUNDS

Funds for these agreements come from the San Mateo County Energy Watch Program – PG&E Local Government Partnership, cost savings from the 2015 calendar year program.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) is a Local Government Partnership between C/CAG and PG&E and is managed and staffed by County of San Mateo, Office of Sustainability.

During the current 2015 calendar year and due to labor rate changes, the program budget has estimated salary savings of $83,000. Staff desires to apply these savings to deliver additional services before the funds expire. PG&E has been consulted and has approved the use of these savings as recommended by staff.

Below is a summary of staff recommendation:

Ecology Action – Energy Efficiency Audits for two school districts: $25,000.
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H2Video - $21,000.
County of San Mateo (Information Services Department – ISD): $11,000.
Maddaus Water Management: $6,000.

Per the C/CAG procurement policy, staff recommends the C/CAG Board to waive the RFP process before execution of these agreements. A waiver for each of these agreements is required and justification is based on the availability of a qualified contractor with specialized experience, their existing familiarity with our programs, and the limited time and unlikely opportunity for cost savings arising out of completing a procurement process.

El Concilio of San Mateo County – Middle Income Direct Install (MIDI) Services

El Concilio of San Mateo County is the contractor that provides the MIDI services under the San Mateo County Energy Watch agreement with PG&E. The MIDI program is for energy efficiency services for single family and multifamily residential, just above the low income threshold. The concept is that, before a home can qualify for low income programs, which El Concilio also implements, the homes must qualify for the low income services. In the process of this engagement, some homes are not able to qualify for the low income program, but may fall into the middle income program. It's efficient to serve these customers since there is a staff time cost for the original engagement.

El Concilio's effort during the current program cycle has focused more strongly on multifamily projects and El Concilio staff anticipates being able to provide services to approximately 44 single family, just above low income homes by the end of the calendar year 2015, using $20,000 of the funds. El Concilio is the only contractor in San Mateo County familiar with the SMCEW and these programs.

ATTACHMENT

1. Agreement between C/CAG and El Concilio

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND EL CONCILIO FOR SAN MATEO COUNTY ENERGY WATCH MIDDLE INCOME DIRECT INSTALL SERVICES

This Agreement, entered this _____ day of _____, 2015 by and between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and El Concilio of San Mateo County, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG requires professional energy services for just above low income residential (MIDI) program during the San Mateo County Energy Watch (SMCEW) 2015 calendar year program cycle; and

WHEREAS, El Concilio, as a current subcontractor to PG&E, is already working closely with the SMCEW and performing the same services for San Mateo County residents and is familiar with and engaged in the MIDI program and specific program requirements and processes; and

WHEREAS, there is limited time for use of remaining funds in the SMCEW budget before the end of the 2015 SMCEW program cycle and minimal financial benefit to completing a competitive procurement process for the services.

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 shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to Contractor as follows. Contractor shall submit to C/CAG monthly invoices for a total contract amount not to exceed twenty thousand dollars ($20,000). Payments shall be made within 45 days after receipt and approval of the monthly invoice from Contractor. C/CAG agrees to pay Contractor for services described in Exhibit A, performed under this Agreement.

3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to

a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of November 12, 2015 and shall terminate on January 31, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.

6. **Notices**. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

Sandy Wong
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063

Ortensia Lopez
El Concilio of San Mateo County
1419 Burlingame Avenue, Suite N
Burlingame, CA 94010

7. **Hold Harmless/Indemnity.** Contractor shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, to the extent caused by any negligent acts, errors, omissions or willful misconduct by Contractor in the performance or failure to perform under this Agreement.

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

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any negligent act, error, omission or willful misconduct which occurred during or under this Agreement.

8. **Insurance.** Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by 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

cancellation of the policy, except ten (10) days advance notice shall be given for cancellation due to non-renewal of a policy.

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

Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot cover subconsultants, Contractor shall require that such subconsultant comply with the insurance terms herein to the same extent as Contractor. 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	_____

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

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

9. **Non-discrimination.** Contractor and its subcontractors performing the services on behalf of 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.

10. **Accessibility of Services to Disabled Persons.** Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

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

12. **Sole Property of C/CAG.** As between C/CAG and Contractor any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG. Contractor shall not be held liable for any modification or re-use of C/CAG-owned work product for purposes outside this Agreement.

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

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

14. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for moderate income direct install (MIDI) services on the day and year as indicated below.

El Concilio of San Mateo County

By _____ _____
Ortensia Lopez, Executive Director Date

City/County Association of Governments (C/CAG)

By _____ _____
Sandy Wong, Executive Director Date

By_____
C/CAG Legal Counsel

EL CONCILIO OF SAN MATEO COUNTY

1419 Burlingame Avenue, Suite N
Burlingame, CA 94010
(650) 373-1080 FAX: (650) 373-1090

Board Officers:

MANUEL PENA, M.D., M.P.H.
President

LUPE GALLEGOS-DIAZ
Vice - President

LINDA LOPEZ
Vice - President

ADRIEN LANUSSE
Treasurer / Secretary

Directors:

ANA MONTES
OLGA TALAMANTE
WILLIS WHITE

Executive Director:

ORTENSIA LOPEZ

Scope of Work

El Concilio proposes to provide Moderate Income Direct Install (MIDI) services for up to 50 eligible residents of San Mateo County with an average of $ 450.00 for $20,000.00.

An energy education and assessment of the home will be provided to all customers.

The measures installed will be based on assessment of the home that will determine feasible measures to be installed. Measures may include the following:

MEASURE	INTERIOR
ENERGY EDUCATION	
CFL HARDWIRE FIXTURE	22 - 65 WATTS
CFL REFLECTOR	14 - 40 WATTS
CFL SCREW-IN	9 – 23 WATTS
FAUCET AERATORS	1.0 GPM BATHROOM - ELECTRIC
FAUCET AERATORS	1.0 GPM BATHROOM – GAS
FAUCET AERATORS	1.5 GPM KITCHEN – ELECTRIC
FAUCET AERATOS	1.5 GPM KITCHEN – GAS
WATER SAVING SHOWER HEAD	2.0 GPM – ELECTRIC
WATER SAVING SHOWER HEAD	2.0 GPM – GAS
TORCHIERE	55 WATTS
FREEZER RECYCLING	
REFRIGERATOR RECYCLING	

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an agreement between C/CAG and H2 Video in an amount not to exceed $21,000 under the San Mateo County Energy Watch program

(For further information, contact Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board review and approve an agreement between C/CAG and H2 Video in an amount not to exceed $25,000 under the San Mateo County Energy Watch program.

FISCAL IMPACT

$21,000.

SOURCE OF FUNDS

Funds for these agreements come from the San Mateo County Energy Watch Program – PG&E Local Government Partnership, cost savings from the 2015 calendar year program.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) is a Local Government Partnership between C/CAG and PG&E and is managed and staffed by County of San Mateo, Office of Sustainability.

During the current 2015 calendar year and due to labor rate changes, the program budget has estimated salary savings of $83,000. Staff desires to apply these savings to deliver additional services before the funds expire. PG&E has been consulted and has approved the use of these savings as recommended by staff.

Below is a summary of staff recommendation:

Ecology Action – Energy Efficiency Audits for two school districts: $25,000.
El Concilio of San Mateo County – Middle Income Direct Install (MIDI) Services: $20,000.
H2Video - $21,000.
County of San Mateo (Information Services Department – ISD): $11,000.
Maddaus Water Management: $6,000.

Per the C/CAG procurement policy, staff recommends the C/CAG Board to waive the RFP process before execution of these agreements. A waiver for each of these agreements is required and justification is based on the availability of a qualified contractor with specialized experience, their existing familiarity with our programs, and the limited time and unlikely opportunity for cost savings arising out of completing a procurement process.

H2 Video

H2 Video previously provided video creation services to C/CAG under an agreement that ended February 28, 2015. There was a procurement process completed in November 2015 for the agreement.

Staff desire to support the Strategic Energy Resources (SER), long term energy strategic planning portion of the SMCEW agreement with PG&E by developing additional video content on high performance building and zero energy ready construction. The videos will be posted on the SMCEW website and provided to cities across San Mateo County, including building or planning departments, where they can be used as content in electronic kiosks for visiting contractors or architects. The agreement is for $21,000 and because staff was very satisfied with the quality of H2 Video's services, staff desires to contract for similar services.

ATTACHMENT

1. 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_____day of_____, 2015, 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."

W I T N E S S E T H

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

WHEREAS, C/CAG is prepared to provide funding from the San Mateo County Energy Watch program for creating videos for the San Mateo County Energy Watch (SMCEW) website and for access by city building departments in San Mateo County, to provide program information on high performance and zero energy ready building; and

WHEREAS, C/CAG acquired multiple bids for similar services November 2014 and determined that Contractor had the requisite qualifications to perform this work, and subsequently effectively performed the work to staff satisfaction; and

WHEREAS, there is limited time and remaining funds in the SMCEW budget before the end of the 2015 SMCEW program cycle and minimal financial benefit to completing a competitive procurement process for the services.

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 January 31, 2016.

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 twenty thousand dollars ($20,000) 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 November 12, 2015 and shall terminate on January 31, 2016; 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

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

H2 Video (Contractor)

By _____ _____
Date

City/County Association of Governments (C/CAG)

By _____ _____
Sandy Wong, Executive Director Date

C/CAG Legal Counsel

By_____

H2 Video

PO Box 3590
Half Moon Bay, CA 94019
(415)244-7689
henry@h2video.com
www.h2video.com

H 2 VIDEO

ESTIMATE

ADDRESS
County of San Mateo

ESTIMATE # 471
DATE 11/04/2015

ACTIVITY	AMOUNT
Overview H2 Video will create 3 animated videos (approximately 90 seconds each) for San Mateo County Energy Watch.	0.00
Script Writing 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 specifications (2 edit rounds). FLAT RATE PER SCRIPT (1,400)	4,200.00
Motion Graphics Motion graphics include the creation or animation of any text or graphical elements. 3 final videos, 90 seconds each. Rate: 75/hr Hours: 195 (65 each video)	14,625.00
Music Search and Licensing Music Search and Licensing: License is perpetual, royalty free and no distribution limitations. 1 song. FLAT RATE (150)	150.00
VO Professional voice over. Same artist will be used from previous project. Voice over rate: 300/60 seconds Duration: 270 seconds	1,350.00

We look forward to working with you!

TOTAL

$20,325.00

Accepted By

Accepted Date

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an agreement between C/CAG and County of San Mateo – Information Services Department in an amount not to exceed $11,000 under the San Mateo County Energy Watch program

(For further information, contact Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board review and approve an agreement between C/CAG and County of San Mateo – Information Services Department in an amount not to exceed $11,000 under the San Mateo County Energy Watch program.

FISCAL IMPACT

$11,000.

SOURCE OF FUNDS

Funds for these agreements come from the San Mateo County Energy Watch Program – PG&E Local Government Partnership, cost savings from the 2015 calendar year program.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) is a Local Government Partnership between C/CAG and PG&E and is managed and staffed by County of San Mateo, Office of Sustainability.

During the current 2015 calendar year and due to labor rate changes, the program budget has estimated salary savings of $83,000. Staff desires to apply these savings to deliver additional services before the funds expire. PG&E has been consulted and has approved the use of these savings as recommended by staff.

Below is a summary of staff recommendation:

Ecology Action – Energy Efficiency Audits for two school districts: $25,000.
El Concilio of San Mateo County – Middle Income Direct Install (MIDI) Services: $20,000.
H2Video - $21,000.
County of San Mateo (Information Services Department – ISD): $11,000.
Maddaus Water Management: $6,000.

Per the C/CAG procurement policy, staff recommends the C/CAG Board to waive the RFP process before execution of these agreements. A waiver for each of these agreements is required and justification is based on the availability of a qualified contractor with specialized experience, their existing familiarity with our programs, and the limited time and unlikely opportunity for cost savings

arising out of completing a procurement process.

County of San Mateo – Information Services Department
Also under the SER portion of the San Mateo County Energy Watch agreement with PG&E, are a number of efforts to support cities' and the County on climate action. One of the major efforts is called RICAPS, which support cities' development of climate action plans.

A new project launched this year, in coordination with SMC cities, is the development of a web-based repository of city GHG emission inventory and resource conservation data. The data will come from various sources, including PG&E, a RICAPS project technical contractor, possibly Sustainable San Mateo County, and cities. This data will be used to create charts and graphs to help city staff and communities understand ongoing efforts to conserve resources and reduce GHG emissions. It's planned that the data will become part of the County of San Mateo's Open Data Portal, and it's anticipated that the County will fund this resource.

In order to develop reader friendly representations of the data, it's necessary to develop infographics to help identify the sources of GHG emissions or types of measures being implemented by cities or the County. The cost will be approximately $11,000. Because the County's Information Services Department both launched and administers the County's Socrata Open Data Portal, it would be difficult to find another contractor more qualified develop and integrate the infographics for this project.

ATTACHMENT

1. Agreement between C/CAG and County of San Mateo – Information Services Department

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND COUNTY OF SAN MATEO INFORMATION SERVICES DEPARTMENT FOR INFOGRAPHIC DEVELOPMENT AND DATA INTEGRATION FOR THE SAN MATEO COUNTY ENERGY WATCH RICAPS PROJECT

This Agreement, effective this _____ day of _____, 2015 by and between CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption, and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and County of San Mateo, Information Services Department, hereinafter called "Contractor."

W I T N E S S E T H

WHEREAS, C/CAG requires professional consulting services in conjunction with development of infographics and integration of data for greenhouse gas (GHG) emission and reduction measures for the San Mateo County Energy Watch (SMCEW) Regionally Integrated Climate Action Planning Suite (RICAPS) program; and

WHEREAS, the data for representation of GHG emission and reduction measures will be hosted on the County of San Mateo's Socrata Open Data Portal website; and

WHEREAS, the County of San Mateo, Information Services Department (ISD) is responsible for development and integration of the Socrata Open Data Portal, has the expertise to support integration of the data and development of infographics for the project; and

WHEREAS, ISD has provided a quotation for services for the project.

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 shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.

2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to Contractor as follows. Contractor shall submit to C/CAG monthly invoices for a total contract amount not to exceed eleven thousand dollars ($11,000). Payments shall be made within 45 days after receipt and approval of the monthly invoice from Contractor. C/CAG agrees to pay Contractor for services described in Exhibit A, performed under this Agreement.

3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.

4. **Non-Assignability.** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.

5. **Contract Term.** This Agreement shall be in effect as of November 12, 2015 and shall terminate on January 31, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all services provided to the date of termination.

6. **Notices**. Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

Sandy Wong
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063

John Ridener
County of San Mateo, Information Services Department
455 County Center – 3rd Floor
Redwood City, CA 94063

7. **Hold Harmless/Indemnity.** Contractor shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, to the extent caused by any negligent acts, errors, omissions or willful misconduct by Contractor in the performance or failure to perform under this Agreement.

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

(b) The obligations set forth in this section shall continue beyond the term of this Agreement as to any negligent act, error, omission or willful misconduct which occurred during or under this Agreement.

8. **Insurance.** Contractor or its subcontractors performing the services on behalf of Contractor shall not commence work under this Agreement until all Insurance required under this section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed

by 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 cancellation of the policy, except ten (10) days advance notice shall be given for cancellation due to non-renewal of a policy.

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

Liability Insurance. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect Contractor, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the event Contractor's insurance cannot cover subconsultants, Contractor shall require that such subconsultant comply with the insurance terms herein to the same extent as Contractor. 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	_____

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

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

9. **Non-discrimination.** Contractor and its subcontractors performing the services on behalf of 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.

10. **Accessibility of Services to Disabled Persons.** Contractor, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.

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

12. **Sole Property of C/CAG.** As between C/CAG and Contractor, any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG. Contractor shall not be held liable for any modification or re-use of C/CAG-owned work product for purposes outside this Agreement.

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

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

14. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement on the day and year as indicated below.

County of San Mateo, Information Services Department

By _____ _____
Date

By _____
Legal Counsel

City/County Association of Governments (C/CAG)

By _____ _____
Sandy Wong, Executive Director Date

By _____
C/CAG Legal Counsel

Exhibit A – Scope of Services

County of San Mateo, Information Services Department (ISD) staff will work with SMCEW staff to upload or enter data into the County, Socrata Open Data Portal site and to develop a dashboard and infographics for representation of the data.

ISD Web Team services are provided at the standard rate of $129.00 per hour. Open data staff hours are provided at no charge, since the mission of the Open Data team is consistent with the goals of this project.

SMCEW and program stakeholders, such as PG&E and San Mateo County cities, shall provide the data for upload into the Open Data Portal and provide direction on the design of infographics to help ensure satisfaction with the final design results.

Quote for Development and Integration Services for SMCEW Open Data Project:

Service	Task	Responsibility	Open Data Hours	Web Team Hours
Coding	Data entry into portal	Open Data	30	
Coding	Data entry into dashboard	Open Data	7	
Coding	Data connections from portal into graphic	Web Team		8
Infographic Design	Comprehensive template Infographic design	Web Team		45
Infographic Design	Building individual City Reports	Web Team		22
Site Structure	Dashboard goal/report design	Open Data	30	
Site Structure	Time working with EnergyWatch admin	Web Team		8
Site Updates	Data Updates in first year	Open Data	3	
		Totals	70	83
		Cost Per Hour	no cost	$129.00
		Total Project Cost		**$10,707.00**

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of an agreement between C/CAG and Maddaus Water Management in an amount not to exceed $6,000 under the San Mateo County Energy Watch program

(For further information, contact Kim Springer at 650-599-1412)

RECOMMENDATION

That the C/CAG Board review and approve an agreement between C/CAG and Maddaus Water Management in an amount not to exceed $25,000 under the San Mateo County Energy Watch program.

FISCAL IMPACT

$6,000.

SOURCE OF FUNDS

Funds for these agreements come from the San Mateo County Energy Watch Program – PG&E Local Government Partnership, cost savings from the 2015 calendar year program.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) is a Local Government Partnership between C/CAG and PG&E and is managed and staffed by County of San Mateo, Office of Sustainability.

During the current 2015 calendar year and due to labor rate changes, the program budget has estimated salary savings of $83,000. Staff desires to apply these savings to deliver additional services before the funds expire. PG&E has been consulted and has approved the use of these savings as recommended by staff.

Below is a summary of staff recommendation:

Ecology Action – Energy Efficiency Audits for two school districts: $25,000.
El Concilio of San Mateo County – Middle Income Direct Install (MIDI) Services: $20,000.
H2Video - $21,000.
County of San Mateo (Information Services Department – ISD): $11,000.
Maddaus Water Management: $6,000.

Per the C/CAG procurement policy, staff recommends the C/CAG Board to waive the RFP process before execution of these agreements. A waiver for each of these agreements is required and justification is based on the availability of a qualified contractor with specialized experience, their existing familiarity with our programs, and the limited time and unlikely opportunity for cost savings

arising out of completing a procurement process.

Maddaus Water Management

Maddaus Water Management is contractor of BAWSCA, selected through a procurement process. The contractor has been leveraged by the SMCEW program for training of staff in support and development of the SMCEW's school water auditing pilot program. Staff would like to leverage Maddaus Water Management for additional staff training, given their familiarity with both the school water auditing pilot and the SMCEW program. The cost will be approximately $6,000.

ATTACHMENT

1. Agreement between C/CAG and Maddaus Water Management

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND MADDAUS WATER MANAGEMENT, INC. FOR WATER AUDIT
TRANING SERVICES

This Agreement entered this_____day of_____, 2015, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Maddaus Water Management, Inc., hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, C/CAG is prepared to provide funding from the San Mateo County Energy Watch program for water audit training for staff to continue a schools water audit pilot; and

WHEREAS, Contractor has worked with SMCEW staff for similar services under a competitively procured contract between Contractor and BAWSCA; and

WHEREAS, there is limited time for use of remaining funds in the SMCEW budget before the end of the 2015 SMCEW program cycle and minimal financial benefit to completing a competitive procurement process for the services.

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 January 31, 2016.

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 six thousand dollars ($6,000) 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 November 12, 2015 and shall terminate on January 31, 2016; 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:

Maddaus Water Management, Inc.
105 Zephyr Place
Danville, CA 94526
Attention: Bill Maddaus

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

Maddaus Water Management, Inc. (Contractor)

By _____ _____
Date

City/County Association of Governments (C/CAG)

By_____ _____
Sandy Wong, Executive Director Date

C/CAG Legal Counsel

By_____

MADDAUS WATER MANAGEMENT INC.
105 Zephyr Place, Danville, CA 94526 (925) 831-0194

EXHIBIT A: SCOPE OF WORK

NOVEMBER 5, 2015

Overall Goal:

Train one San Mateo County Energy Watch staff person through conducting up to 2 school water audits. The audit(s) will focus on reducing water consumption at the 2 schools.

Process:

School Selection

San Mateo County Energy Watch will work closely with participating water agency/s to identify three schools within their service area with the highest opportunity for water savings. SMCEW will identify schools through the following actions:

a. SMCEW will conduct interviews with school personnel.
b. SMCEW will conduct an initial site visit to identify water saving potential.
c. SMCEW will retrieve water utility billing information from participating water agency.

Audit & Reporting

Once schools are identified, SMCEW will be responsible for identifying the schools that will be audited. Maddaus Water Management has previously provided comprehensive water audits and reports detailing potential water savings and costs of implementation. The report for these two school audits will include a sampling of fixtures as well as suggested retrofits, maintenance, and costs. Maddaus Water Management will also provide technical training in order for SMCEW to have ability to conduct audits.

Project Implementation

SMCEW will work with participating water agency and target school district(s) to determine funding, cost sharing structure, water saving potential, project dollar amounts, and schedule for project implementation.

Consultation

SMCEW will continue to work with the schools to provide guidance and support for implementation.

Outcomes

The two schools will be audited to identify the following:

a. Budget of implementation
b. Cost-effectiveness
c. Potentials for water savings

In addition: Through training, SMCEW will conduct their own audits which results in lower costs for future audits.

Roles:

San Mateo County Energy Watch – *Coordination / Funding/ Report Writing*
Coordinate with participating water agency and target schools to find potential for water savings; coordinate with Maddaus Water Management to conduct initial water audits (domestic & landscape) and provide a 2 page summary report; work with schools to provide guidance and support for implementation.

Maddaus Water Management – *Technical Support / Audits*
Conduct initial water audits and provide technical advice up to the allowable budget such that SMCEW can successfully complete the reports.

Target School District(s) – *Implementation*
Responsible for following through with implementation of recommended retrofits, maintenance, and projects.

Budget:

Task No.	Description	Maddaus Hours	Costs
	Labor Costs		$195/hr
1	Pre-audit training materials 2 hrs per school	4	$780
2	Audits: (2 days – 2 schools) 5 hrs average per school; SMCEW will shadow M. Maddaus	12	$2,340
3	Technical support and review of reports created by SMCEW. 3 hrs per school	6	$1,170
4	Additional technical support as requested	8	$1,560
	TOTAL LABOR	30	$5,850
	OTHER DIRECT COSTS		
	Maddaus Travel Expenses		$100
	TOTAL PROJECT BUDGET		**$5,950**

Budget does not include retrofits from audit. Cost for project implementation to be determined based on outcomes from the pilot.
*The budget assumes up to two schools which could be one elementary or middle school or a high school. This budget would not cover two high schools as high schools take more time to conduct audit and would be a longer report to review.

Schedule:

It is anticipated the water audits will be completed in December 2015. But this will depend upon school availability.

C/CAG AGENDA REPORT

Date: November 12, 2015

To: City/County Association of Governments Board or Directors

From: Sandy Wong, Executive Director

Subject: Receive a presentation and update on the Alternative Fuel Readiness Plan for San Mateo County

(For further information or response to questions, contact John Hoang at 650-363-4105)

RECOMMENDATION

That the C/CAG Board receives a presentation and update on the Alternative Fuel Readiness Plan for San Mateo County.

FISCAL IMPACT

$356,418 ($275,810 - Grant; $80,608 - In-kind match)

SOURCE OF FUNDS

California Energy Commission; C/CAG Congestion Relief Plan

BACKGROUND

C/CAG received a grant from the California Energy Commission in June 2014 to develop an Alternative Fuel Readiness Plan (AFRP) for San Mateo County and 20 cities therein to prepare for the commercialization of alternative transportation fuels including electric, hydrogen, biofuels, propane, and natural gas. A project Task Force was formed comprising of cities (Menlo Park, San Mateo, South San Francisco, Portola Valley) and industry representatives to help guide the development process.

The scope of work, as prescribed by the Energy Commission, includes the following tasks:

- Analyze existing and potential incentives for increased usage of alternative fuels;
- Identify challenges and opportunities for sharing best practices for planning, permitting, deployment, maintenance and inspection of Alternative Fuel Infrastructure (AFI);
- Develop, or revised as necessary, training materials or classes for fleet operators, planners, first responders, and decision-makers regarding AFI development;
- Develop strategies and best practices to increase procurement of alternative fuels;
- Develop marketing analyses, marketing materials, and outreach strategies that communicate the benefits of alternative fuel usage to targeted groups such as fleet owners/operators; and
- Develop strategies to assist alternative fuel wholesalers/retailers, with the intent of increasing the availability and/or reducing the cost of alternative fuels.

The draft AFRP Report and Summary Report is being finalized at this time. The purpose of this presentation is to provide the Board highlights of the report with the anticipation that the Final Report will be brought to the Board for adoption in December.

ATTACHMENTS

None

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive an update on the MTC OneBayAreaGrant 2 (OBAG 2) program.

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

RECOMMENDATION

That the C/CAG Board receive an update on the MTC OneBayAreaGrant 2 (OBAG 2) program.

FISCAL IMPACT

Unknown.

SOURCE OF FUNDS

N/A

BACKGROUND

MTC is in the process of adopting the policies for the next cycle of the One Bay Area Grant Program (OBAG 2). MTC's objective of OBAG 2 is to support the region's Long Range Plan / Sustainable Communities Strategy (SCS), Plan Bay Area 2040, by directing investments to the region's priority development areas and rewarding housing production. Information from MTC's November 2015 proposal is attached.

MTC's major proposed changes from OBAG 1 to OBAG 2 are as follows:

- Compared to OBAG 1, overall revenues drop about 3% which results in a decrease to all programs.
- The distribution formula is revised to give higher weight to past housing production and affordable housing. Currently 4 proposals regarding the county level distribution formula is proposed.
- Programs previous funded with regional funds are being moved to the county programs. This includes funding for specific County Federal Aid Secondary (FAS) Program, required by statute, as well as Safe Routes to School, and CMA Planning Base. There is no net change in funding for these programs.
- The Complete Streets requirement is estimated to be amended. Jurisdictions that have not updated their circulation element after 2010 to meet the State's Complete Streets Act requirements will need to adopt a complete streets resolution per the MTC model used for OBAG 1, if they have not already done so.
- There is a proposal that agencies must have housing elements adopted by the California Department of Housing and Community Development (HDC) by May 31, 2015. Agencies missing this deadline will not be eligible for funding.

MTC is planning is planning to adopt the OBAG 2 procedures and guidance on November 18, 2015.

ATTACHMENTS

1. OBAG 2 proposal information from MTC

OBAG 2 Program Considerations	OBAG 1	OBAG 2
Regional Programs		(millions)
1. Regional Planning Activities • Continue regional planning activities for ABAG, BCDC and MTC with 2.0% annual escalation from final year of OBAG 1	$8	$10
2. Pavement Management Program • Maintain at OBAG 1 funding level	$9	$9
3. PDA Planning and Implementation • Maintain Regional PDA/TOD Planning and Implementation at OBAG 1 levels • Focus on cities with high risk of displacement	$20	$20
4. Climate Initiatives Program Continue climate initiatives program to implement the SCS	$22	$22
5. Priority Conservation Area (PCA) • Increase OBAG 1 Programs: $8M North Bay & $8M Regional Program for the five southern counties and managed with the State Coastal Conservancy • $6.4M redirected from OBAG 1 regional bike sharing savings. • Reduce match requirement from 3:1 to 2:1. • MTC funding to be federal funds. Support State Coastal Conservancy to use Cap and Trade and other funds as potential fund source for federally ineligible projects. • Regional Advance Mitigation Program (RAMP) net environmental benefits eligible for funding	$10	$16
6. Regional Operations • Active Operational Management, Columbus Day Initiative, Incident Management, Transportation Management System, 511, Rideshare • Focus on partnerships for implementation, key corridor investments, and challenge grant to leverage funding	$184	$170
7. Transit Priorities Program • BART Car Phase 1 • Clipper Next Generation System • Transit Capital Priorities (TCP), Transit Performance Initiatives (TPI)	$201	$189
	$454	**$436**
Local Programs		
❖ **Local PDA Planning** Eliminate Local PDA Planning as a separate program. • PDA planning eligible under County program.	$20	-
❖ **Safe Routes to School (SRTS)** Managed by CMAs. Provide Safe Routes To School grants to local jurisdictions. • Maintain Safe Routes to School – Add to county shares. • Use FY 2013-14 K-12 school enrollment formula • $25M minimum not subject to PDA investment requirements. • Counties may opt out if they have their own county SRTS program	$25	-
❖ **County Federal-Aid Secondary (FAS)** Managed by CMAs. Provide FAS funding to Counties. • Fully fund county FAS requirement ($2.5 M per year). Funding not included in OBAG 1 because FAS requirement had been previously satisfied. • $13M guaranteed minimum not subject to PDA investment requirements	-	-
	$45	**-**
County CMA Programs		
❖ **County CMA Program**		
• Local PDA Planning optional through CMA County OBAG Program	-	-
• SRTS included in County OBAG program (use K-12 school enrollment formula)	-	$25
• FAS included in County OBAG program (use FAS formula)	-	$13
• Adjustment to ensure county planning is no more than 50% of total amount	-	$1
• CMA Planning Base with 2.0% annual escalation from final year of OBAG 1	$34	$39
• County CMA 40% of base OBAG program (not including CMA Planning Base)	$293	$276
	$327	**$354**
Program Total	**$827**	**$790**

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Attachment 2

OBAG 2
STP/CMAQ
County Final Distribution
November 4, 2015

Option	Population	Housing RHNA	Housing Production	Weighting within RHNA and Housing Production: Very Low + Low Income RHNA and Housing Production	Very Low + Low + Moderate Income RHNA and Housing Production	Total Housing Production
OBAG 1 Distribution	50%	25%	25%	50%	-	50%
OBAG 2 Affordable Housing	50%	20%	30%	60%	-	40%
OBAG 2 Affordable + Moderate	50%	20%	30%	-	60%	40%
OBAG 2 Production Housing Only	50%	0%	50%	60%	-	40%

Final county distribution includes SRTS & FAS and adjusted so a county CMA's base planning is no more than 50% of total

	Population 2014	1 OBAG 1	2 Affordable	3 Affordable+Moderate	4 Production Only
OBAG Cycle		OBAG 1	OBAG 2	OBAG 2	OBAG 2
Adjustments		Final Distribution	Final Distribution	Final Distribution	Final Distribution
Scenario		Final Distribution	Affordable	Affordable+Moderate	Production Only
RHNA Years (2007-2014)		Draft RHNA	Final RHNA	Final RHNA	No RHNA
Housing Production - 1999-2006		1999-2006 (Capped)	1999-2006 (Uncapped) 30%	1999-2006 (Uncapped) 30%	1999-2006 (Uncapped) 30%
Housing Production - 2007-2014		-	2007-2014 (Uncapped) 70%	2007-2014 (Uncapped) 70%	2007-2014 (Uncapped) 70%
Housing Affordability		Affordable	Affordable	Affordable+Moderate	Affordable
Alameda	21.2%	19.7%	20.1%	19.8%	19.2%
Contra Costa	14.6%	14.2%	13.7%	14.7%	14.1%
Marin	3.4%	3.3%	2.8%	2.8%	3.0%
Napa	1.9%	2.3%	2.2%	2.2%	2.2%
San Francisco	11.3%	11.7%	12.9%	12.3%	13.4%
San Mateo	10.0%	8.4%	8.5%	8.5%	7.9%
Santa Clara	25.2%	27.2%	27.7%	27.1%	27.3%
Solano	5.7%	5.9%	5.2%	5.5%	5.4%
Sonoma	6.6%	7.2%	7.1%	7.2%	7.7%

J:\PROJECT\Funding\T4-MAP21\MAP21 - STP-CMAQ\MAP21 Programming\MAP21 OBAG 2\OBAG 2 Development\County Fund Distribution\[OBAG 2 Distribution Scenarios.xlsx]County Distribution 10-08-15

1: OBAG1 final distribution after applying adjustments and SRTS & FAS categories
2. Affordable Housing Production Weighted - Proposed Distribution
3. Affordable AND Moderate Production Housing Weighted - Proposed Distribution
4. Affordable Housing Production Only - Proposed Distribution

NOTE: Figures have changed since initial July proposal due to updated housing data and changing 1999-2006 from capped to uncapped

OBAG 2 County Program Considerations

❖ County Generation Formula

- Continue existing PDA investment targets of 50% for North Bay counties and 70% for all others.
- Consider housing production over a longer time frame, between 1999 and 2006 (weighted 30%) and between 2007 and 2014 (weighted 70%).
- Adjust the county generation formula. Three alternatives are under consideration for the distribution formula:

OBAG Distribution Factor Alternatives

	Population	Housing Production	Housing RHNA	Housing Affordability
OBAG 1	50%	25%	25%	50%
OBAG 2 *Affordable Housing*	50%	30%	20%	60%
OBAG 2 *Affordable + Moderate*	50%	30%	20%	60%*
OBAG 2 *Housing Production*	50%	50%	0%	60%

*Includes moderate as well as low and very low income levels for RHNA and housing production.

❖ Housing Element

- Housing element certified by California Department of Housing and Community Development (HCD) by May 31, 2015.
- Annual report on housing element compliance.

Missed Deadline for Certified Housing Element

Jurisdiction	County
Fairfax	Marin
Half Moon Bay	San Mateo
Monte Sereno	Santa Clara
Dixon	Solano

❖ General Plan Complete Streets Act Update Requirements

- For OBAG 1, jurisdictions are required to have either a complete streets policy resolution ***or*** a general plan that complies with the Complete Streets Act of 2008 by January 31, 2013.
- For OBAG 2, jurisdictions are required to have either a complete street policy resolution that includes MTC's nine required elements ***or*** a circulation element of the general plan updated after January 1, 2010 that complies with the Complete Streets Act of 2008. The deadline for compliance with this requirement is the date the CMAs submit their project recommendations to MTC. This modified approach focuses on the local complete streets resolution while acknowledging the jurisdictions that have moved forward with an updated circulation element in good faith of the requirements anticipated for OBAG 2.

❖ PDA Investment and Growth Strategy

- Currently, OBAG 1 requires an annual update of the PDA investment and growth strategy. For OBAG 2, updates are required every four years with an interim status report after two years. The update would be coordinated with the countywide plan updates to inform Regional Transportation Plan (RTP) development decisions. The interim report addresses needed revisions and provides an activity and progress status.

❖ Public Participation

- Continue using the Congestion Management Agency (CMA) self-certification approach and alter documentation submittal requirements to require a CMA memorandum encompassing three areas: public outreach, agency coordination and Title VI.

OBAG 2 Tentative Development Schedule

May-June 2015

- **Outreach**
  - Refine proposal with Bay Area Partnership and interested stakeholders
  - Policy Advisory Council / ABAG

July 2015

- **Present Approach to Programming and Allocation Committee (PAC)**
  - Outline principles and programs for OBAG 2

July-October 2015

- **Outreach**
  - Finalize guidance with Bay Area Partnership and interested stakeholders

November 2015

- **Commission Approval of OBAG 2 Procedures**
  - November Programming & Allocations Committee (PAC) and Policy Advisory Council
  - Commission approval of OBAG 2 procedures & guidance

December 2015 - October 2016

- **CMA Call for Projects**
  - CMAs develop county programs and issue call for projects
  - CMA project selection process
  - County OBAG 2 projects due to MTC (October 2016)

December 2016

- **Commission Approval of OBAG 2 Projects**
  - Staff review of CMA project submittals
  - Commission approves regional programs & county projects

NOTE:
2017 TIP Update: December 2016

February 2017

- **Federal TIP**
  - TIP amendment approval

October 2017

- **First year of OBAG 2 (FY 2017-18)**
  - On-going planning and non-infrastructure projects have access to funding

NOTE:
Plan Bay Area Update: Summer 2017

October 2018

- **Second year of OBAG 2 (FY 2018-19)**
  - Capital projects have access to funding

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C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve the comment letter to MTC regarding the proposed One Bay Area Grant 2 (OBAG 2) Program.

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

RECOMMENDATION

That the C/CAG Board review and approve the comment letter to MTC regarding the proposed One Bay Area Grant 2 (OBAG 2) Program.

FISCAL IMPACT

Unknown.

SOURCE OF FUNDS

N/A

BACKGROUND

MTC is in the process of adopting the policies for the second cycle of the One Bay Area Grant Program. Attached is a C/CAG comment letter addressing three issues from the OBAG 2 proposal.

The attached letter states that C/CAG is opposed to the proposed "Production Only" county distribution funding formula. The "Production Only" distribution formula does not appreciate the efforts that jurisdictions are currently undertaking to accommodate housing production. Housing is market driven and well beyond the control of any jurisdiction. Jurisdictions in San Mateo County should not be financially penalized for actions that are beyond local control.

The letter agrees with MTC staff that it is not a good idea to impose mandates on local jurisdictions regarding the displacement issue.

This letter also requests that the City of Half Moon Bay be made eligible for OBAG 2 funding now that the City of Half Moon Bay has a certified housing element.

MTC is planning is planning to adopt the OBAG 2 procedures and guidance on November 18, 2015.

ATTACHMENTS

1. OBAG 2 comment letter to MTC

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

November 12, 2015

Dave Cortese, Chair
Metropolitan Transportation Commission
101 Eighth Street
Oakland, CA 94607-4700

RE: Review of OBAG 2 Project Selection Criteria and Programming Policy

Mr. Cortese:

In reviewing the November 4, 2015 proposal of the MTC Resolution No 4202 for consideration by the MTC Programming and Allocation Committee, the City/County Association of Governments of San Mateo County (C/CAG) has the following concerns and comments regarding the current proposal for the project selection criteria and programming policy.

C/CAG is opposed to MTC using the distribution formula called "Production Only" which calls for using housing production as 50% of the distribution formula and applying 0% to the Regional Housing Needs Allocation (RHNA) share. Utilizing this formula is in some ways punitive to the communities and taxpayers in San Mateo County. As the Congestion Management Agency in San Mateo County we work to improve the lives of those living, working and traveling through San Mateo. As you know there are a large number of people that work in San Francisco and Santa Clara counties that simply commute through San Mateo. So in that sense, even though some of these communities outside of our county may be taking on a larger share of housing production our roadways and infrastructure also feel the added pressure from the users originating in these locations.

Using the production as a factor also undermines the hard work that the State of California Department of Housing and Community Development (HCD), Bay Area regional agencies, the 20 cities and County of San Mateo do when working on the Housing Elements which plan for and accommodate land use policies to allow for housing. Each of the 21 jurisdictions in San Mateo County has an approved Housing Element by HCD. Local governments can work to make it possible to provide housing but do not have the ability and are not in the business of building housing. That is up to the private sector and is market driven. Our jurisdictions should not be penalized for action that is out of their control. Our communities should not receive less funding to build out important projects while in actuality taking on the burden to our transportation infrastructure by residents and workers in neighboring counties.

We are all in this together and the Bay Area is in reality a large metropolis these days which has many communities of distinct character that complement each other. Please take these thoughts into consideration and approve a funding formula that is fair to individual residents and

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WWW.CCAG.CA.GOV

communities.

Regarding the issue of displacement we agree with MTC staff that it is not a good idea to impose a "one-size-fits all" approach to the displacement issue and we support that staff is proposing a collaborative effort with the CMAs in further discussing this concept. We obviously recognize that displacement is occurring but we are not convinced that the issue of displacement should be mixed with the discussion of transportation funding. Displacement is difficult to quantify and effectively track. Limiting where transportation funds are distributed to having anti-displacement policies in place seems to be too prescriptive and we do not support MTC requiring that communities have anti-displacement policies in place in order to receive funding. Individual communities throughout the Bay Area may need to deal with this challenging issue through their own policies but requiring them to do so to obtain badly needed transportation infrastructure funding is not an appropriate policy and leans toward usurping local land use control.

Lastly, C/CAG requests that the City of Half Moon Bay be made eligible OBAG 2 funding. We would like to thank the MTC Programming and Allocations Committee for their recommendation to include Half Moon Bay as eligible for OBAG 2 funds now that the City of Half Moon Bay has a certified housing element with HCD.

Respectfully,

Mary Ann Nihart, Chair
City/County Association of Governments of San Mateo County

Cc: Adrienne Tissier, MTC Commissioner Representing San Mateo County
Alicia Aguirre, MTC Commissioner Representing Cities of San Mateo County

C/CAG AGENDA REPORT

Date: November 12, 2015

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 15-51 approving the Proposed 2016 State Transportation Improvement Program (STIP) for San Mateo County and also authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary. (Special voting procedures apply).

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

RECOMMENDATION

That the C/CAG Board review and approve Resolution 15-51, the Proposed 2016 State Transportation Improvement Program (STIP) for San Mateo County and also authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary.

FISCAL IMPACT

No direct impact to the C/CAG budget.

SOURCE OF FUNDS

The 2016 State Transportation Improvement Program (STIP) fund will come from State and Federal fund sources.

BACKGROUND

The proposed Draft 2016 STIP was presented to the C/CAG Board for review on October 8, 2015 for review and comment. No changes have been made to the previously reviewed draft.

C/CAG is the designated agency responsible to develop the regional share of the State Transportation Improvement Program (STIP) for San Mateo County. STIP candidate projects must be consistent with the Regional Transportation Plan as well as the County's Congestion Management Plan. In addition, projects must have an approved Project Study Report (PSR).

The STIP is a five-year document adopted every two years that displays commitments of transportation funds adopted by California Transportation Commission (CTC). On June 25, 2015, Caltrans presented the draft STIP Fund Estimates for the five-year STIP period (FY 2016/17 through FY 2020/21) to the CTC. The CTC adopted this estimate at their August 27, 2015 meeting.

There is no new funding in the 2016 STIP. Funds previously programmed for projects as adopted in the 2014 STIP are still committed; however the timing of those funds being available is not guaranteed.

CTC may also reprogram projects currently programmed in the FY 15/16 into later years.

Due to a severe shortfall in STIP capacity, San Mateo County, along with all other counties statewide, will not be able to program any new funds in the 2016 STIP. There is no new programming capacity in the STIP however existing funds may be moved.

Staff collaborated with the San Mateo County Transportation Authority (SMCTA) and Caltrans staff and recommends the Proposed Draft 2016 STIP as attached. Below are some proposed highlights:

1. Construction support phase funds for the Willow Interchange have been moved from FY 17/18 to FY 16/17 to match the project schedule. Construction capital funds have been deleted as the project sponsor has requested Measure A funding from the SMCTA for construction capital.
2. Deleted funds from the Willow Interchange construction capital funds have been moved to support the US 101 High Occupancy Vehicle/ Express Lane Project from Santa Clara County Line to I-380. The C/CAG Board made a commitment, as part of the Measure A application, to direct STIP funds towards this project in June 2015.
3. Construction phase funds for the SR 1 Calera Parkway project have been moved from FY 16/17 to FY 17/18 due to project delays.
4. Funds for the SR 92/ US 101 interchange have been moved out a year.
5. Design phase and construction phase funds for the Countywide Intelligent Transportation Systems (ITS) project were moved out by one year to FY 17/18 and FY 18/19 respectively.

The proposed Draft 2016 STIP summary was presented to the Congestion Management Technical Advisory Committee (TAC) on September 17, 2015. The proposed Draft 2016 STIP summary was also presented to the Congestion Management & Environment Quality Program Committee (CMEQ) on September 28, 2015. Relative to the Calera Parkway project, five CMEQ members were for the project and four members were opposed. The proposed Draft 2016 STIP was presented to the C/CAG Board for review on October 8, 2015 for review and comment. No comments were received.

At this time, it is requested that the C/CAG Board for approval. Upon approval by the C/CAG Board, the Proposed 2016 STIP for San Mateo County will be forwarded to the Metropolitan Transportation Commission (MTC) for inclusion in the Bay Area regional STIP proposal. If approved by the MTC as scheduled in December 2015, the proposal will be forwarded to the California Transportation Commission (CTC) for approval in March 2016. During the coming months, it is anticipated Bay Area-wide and statewide negotiations will take place regarding the exact amount of funds available for each county in each fiscal year.

ATTACHMENTS

1. Resolution 15-51
2. Proposed Summary of 2016 STIP for San Mateo County.

RESOLUTION 15-51

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY APPROVING THE PROPOSED 2016 STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR SAN MATEO COUNTY AND AUTHORIZE THE C/CAG EXECUTIVE DIRECTOR TO NEGOTIATE WITH THE METROPOLITAN TRANSPORTATION COMMISSION (MTC) AND CALIFORNIA TRANSPORTATION COMMISSION (CTC) TO MAKE MODIFICATIONS AS NECESSARY

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

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

WHEREAS, the California Transportation Commission (CTC) has adopted the Fund Estimates for the 2014 State Transportation Improvement Program (STIP); and

WHEREAS, there is no new programming capacity in the 2016 STIP but that funds may be moved, and

WHEREAS, the Metropolitan Transportation Commission (MTC) and the California Transportation Commission (CTC) may need to go through iterations of STIP proposals submitted by various counties in the region and throughout the state in order to develop the final statewide STIP program; and.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County to approve the San Mateo County Proposed 2016 State Transportation Improvement Program (STIP), as attached, and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make minor modifications as necessary.

PASSED, APPROVED, AND ADOPTED, THIS 12TH DAY OF NOVEMBER 2015.

_____

Mary Ann Nihart, Chair

SUMMARY of PROPOSED 2016 STIP FOR SAN MATEO COUNTY

($1,000's)

Lead Agency	Rte	PPNO	Project	Total	(Info Only) Prior Year	(Info Only) 15-16	16-17	17-18	18-19	19-20	20-21
Burlingame	101	702A	US 101/Broadway Interchange	23,218	23,218						
Menlo Park	101	690A	US 101/Willow interchange reconstruction	19,552	11,552		8,000	~~17,399~~			
Pacifica	1	632C	SR 1 Calera Parkway - Pacifica	6,900			~~6,900~~	6,900			
Pacifica	1	2140H	Hwy 1 San Pedro Creek Bridge Replacement	3,000	3,000						
San Mateo	92/82	668A	Phase 1 of SR 92 Improvement from I-280 to US 101 - Construction of Operational Improvement at the SR 92/El Camino Real Interchange	5,000			5,000				
SM C/CAG	92	668D	Phase 2 of SR 92 Improvement from I-280 to US 101 - ~~Environmental Study for~~ Improvement at the SR 92/US 101 Interchange Vicinity	23,839			~~2,411~~	~~3217~~ 2,411	~~18,211~~ 3,217	18,211	
SM C/CAG	101	New	US 101 High Occupancy/ Express Lane Project from Santa Clara County Line to I-380	9,399			3,000	6,399			
SM C/CAG	VAR	2140E	Countywide ITS Project	4,298			~~800~~	~~3,498~~ 800	3,498		
SM C/CAG	VAR	2140F	Smart Corridor Segment (TLSP)	10,000	10,000						
SM C/CAG	VAR	2140F/Q	Smart Corridor Segment (STIP) - Segment 3 to Santa Clara county line	1,977	1,977						
			SUBTOTAL - HIGHWAY (2016/17 thru 2020/21):	**57,436**			16,000	16,510	6,715	18,211	**0**
JPB		2140J	CalTrain San Bruno Ave Grade Separation (HSRCSA)	19,203	19,203						
BART		1003J	Daly City BART station improvement, elevator, lighting	900	900						
			SUBTOTAL - PTA ELIGIBLE (2016/17 thru 2020/21):	**0**							
SM C/CAG		2140L	~~TE Reserve (County Share)~~	~~1,964~~	~~1,964~~						
South San Francisco		648F	Grandfathered MTC TE - ECR Complete Streets	1,991				1,991			
MTC		2140	Planning, programming, and monitoring (MTC)	214			69	71	74	**0**	**0**
SM C/CAG		2140A	Planning, programming, and monitoring (CMA)	1,138			462	338	338	**0**	**0**
			SUBTOTAL - TE and PLANNING (2016/17 thru 2020/21):	**3,343**			531	2,400	412	**0**	**0**
			Grand Total (2016/17 thru 2020/21):	**60,779**			16,531	18,910	7,127	**18,211**	**0**

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve Resolution 15-50, affirming C/CAG's commitment to supporting its member agencies in meeting stormwater permitting mandates and requesting State Water Board partnership on addressing pollutants of concern.

(For further information or questions, contact Matthew Fabry at 650-599-1419)

RECOMMENDATION

Review and approve Resolution 15-50, affirming C/CAG's commitment to supporting its member agencies in meeting stormwater permitting mandates and requesting State Water Board partnership on addressing pollutants of concern.

FISCAL IMPACT

None

SOURCE OF FUNDS

NA

BACKGROUND

The San Francisco Bay Regional Water Quality Control Board released for public review on October 19, 2015 a revised Tentative Order (permit) and response to comments for the Municipal Regional Stormwater Permit regulating discharges of pollutants from municipal storm drain systems, under which all of C/CAG's member agencies are permittees. The Regional Water Board will consider adopting the draft permit at a public hearing at 9 AM on November 18 in the first floor auditorium of the Elihu M. Harris State Building at 1515 Clay Street in Oakland. The revised draft permit addresses many issues raised by permittees during the public comment period, although significant concerns remain for most permittees.

The most important concern is the draft permit's mandates to achieve specific reductions in trash, mercury, and PCBs (polychlorinated biphenyls) during the five-year permit term. A summary of these requirements and associated concerns is included in Attachment 3.

There is significant uncertainty in permittees' ability to meet the mandated trash, mercury, and PCB load reductions. There is also significant uncertainty in the existing loading rates of these pollutants to storm drains and the Bay. If permittees are unable to demonstrate they have achieved the

numerical load reductions in the draft permit, they are subject to potential enforcement action by the Regional Water Board and/or citizen suits from third parties as allowed under the Clean Water Act. As such, permittees throughout the Municipal Regional Permit coverage area are significantly concerned about the lack of a clear path to compliance, the uncertainties regarding municipal ability to control trash, mercury, and PCBs in urban environments, and the real financial restrictions on generating stormwater revenue imposed by the California Constitution through Proposition 218, which requires an affirmative vote of the general electorate or property owners in order to impose or increase a stormwater utility fee.

C/CAG's Countywide Water Pollution Prevention Program, in conjunction with the other countywide programs, C/CAG member agencies, and other permittees, submitted extensive written comments on the original draft Tentative Order, and specifically raised the issues of uncertainty in permittees' ability to meet the mandated load reductions for trash, mercury, and PCBs. Regional Water Board staff declined to revise the draft permit to require implementation of control programs as the basis for compliance instead of numerical effluent limits. Water Board staff has consistently indicated their perceived need to have numerical limits in the permit to "force" permittees to take action and have a clear end point for assessing compliance with the permit. Water Board staff has also indicated permittees have not committed to implement specific pollutant reduction efforts, which would have made it more feasible for them to propose permit requirements less restrictive than in the current draft.

In an effort to demonstrate commitment on behalf of C/CAG and its member agencies in meeting the letter and intent of the Municipal Regional Permit, staff is recommending the C/CAG Board adopt Resolution 15-50, which affirms C/CAG's commitment, highlights key actions C/CAG is taking to address water issues in San Mateo County, and requests the Regional Water Board partner with permittees on these challenging pollutant issues and adopt a reasonable regulatory framework that addresses permittee concerns about potential non-compliance.

In addition, staff recommends the C/CAG Board consider delegating one or more members to attend the adoption hearing on November 18 to provide testimony consistent with Resolution 15-50. Talking points are attached for Board member or agency staff consideration in providing testimony to the Regional Water Board on the draft permit.

ATTACHMENTS

1. Resolution 15-50
2. Revised Tentative Order for the Municipal Regional Permit and Regional Water Board staff's response to comments can be found at this link: http://www.waterboards.ca.gov/sanfranciscobay/water_issues/programs/stormwater/Municipal/mrp_sw_reissuance.shtml
3. Summary of major concerns for trash, mercury, and PCBs requirements
4. Talking points for providing oral testimony at the November 18 adoption hearing

RESOLUTION 15-50

AFFIRMING C/CAG'S COMMITMENT TO SUPPORTING ITS MEMBER AGENCIES IN MEETING STORMWATER PERMITTING MANDATES AND REQUESTING STATE WATER BOARD PARTNERSHIP ON ADDRESSING POLLUTANTS OF CONCERN.

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

WHEREAS, C/CAG represents the County and the 20 cities and towns in San Mateo County; and

WHEREAS, C/CAG administers the San Mateo Countywide Water Pollution Prevention Program to assist its member agencies in meeting mandated requirements of the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit (MRP); and

WHEREAS, C/CAG and its member agencies recognize and support the need to implement pollution prevention programs to minimize the discharge of pollutants from municipal storm drain systems; and

WHEREAS, the level of effort to implement pollution prevention programs sufficient to meet MRP requirements continues to escalate with every new five-year permit term; and

WHEREAS, the draft MRP includes provisions mandating numerical reductions in trash, mercury, and PCB loading rates, all of which have significant uncertainty associated with loading rates, available effective control programs, and ability to be controlled by municipalities given the societal and legacy nature of the pollutants; and

WHEREAS, implementing programs to reduce trash, mercury, and PCBs, all while developing Green Infrastructure Plans and implementing water quality monitoring, public outreach, and other pollutant control programs will be an extreme drain on limited municipal resources; and

WHEREAS, failure to meet mandated MRP requirements will subject C/CAG's member agencies to potential enforcement action by the Regional Water Quality Control Board or citizen suits from third parties; and

WHEREAS, C/CAG and its member agencies have approximately $10 million in dedicated annual revenue to implement such programs, estimate a $37 million annual shortfall to meet long-term pollutant reduction requirements for trash, mercury, and PCBs, and determined via opinion research that the public does not support a countywide stormwater funding initiative at rates necessary to bridge the gap; and

WHEREAS, the State Legislature, in an effort to incentivize managing stormwater as a resource, imposed an additional burden on stormwater agencies seeking funding by requiring municipalities to develop Stormwater Resource Plans in order to compete for voter-approved bond funds; and,

WHEREAS, the current drought and anticipated long-term impacts on precipitation from climate change require a much more comprehensive approach to managing stormwater than just addressing water quality concerns; and

NOW, THEREFORE BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), that:

1. C/CAG is committed to supporting its member agencies in meeting the letter and intent of Regional Water Board requirements.
2. C/CAG is proactively implementing efforts to better address stormwater issues in San Mateo County, including:
    a. Creating a new Water Committee with elected officials and city managers as members that will identify opportunities for countywide collaboration on water-related issues, including sea level rise, flooding, and stormwater, and evaluate whether a new countywide agency is needed to address water in an integrated fashion in San Mateo County.
    b. Allocating a portion of its stormwater funding to develop a countywide Stormwater Resource Plan to enable its member agencies to proactively pursue stormwater grant funding under Proposition 1 to implement green infrastructure projects during the term of the draft permit.
    c. Pursuing a potential countywide stormwater funding initiative. To date, efforts include a needs analysis, funding options study, and opinion research. The effort has been put on hold pending adoption of the revised permit and development of Stormwater Resource Plans and Green Infrastructure Plans.
3. Notwithstanding the above-referenced commitments, C/CAG urges the Regional Water Board to:
    a. Prioritize the mandated programs in the draft permit – addressing trash at the same time as mercury and PCBs, all while developing Green Infrastructure Plans and proactively creating Stormwater Resource Plans in order to pursue stormwater grant funds is too much to expect of local agencies with limited resources for stormwater pollution prevention programs.
    b. Partner with C/CAG and its member agencies to share the significant risks and uncertainties associated with achieving the mandated load reductions for trash, mercury, and PCBs and adopt a reasonable regulatory structure that does not put municipalities in a position of potential enforcement action or citizen suits if agencies fall short while implementing a good faith effort.
4. C/CAG hereby directs the Executive Director to transmit copies of this Resolution to the Regional Water Board members and Executive Officer.

PASSED, APPROVED, AND ADOPTED, THIS 12TH DAY OF NOVEMBER, 2015.

_____

Mary Ann Nihart, Chair

Attachment 3 – Summary of major concerns for trash, mercury, and PCBs requirements

Trash

The trash reductions are continued from the previous permit term in which permittees were required to achieve a 40% reduction in trash loading from storm drain systems by July 1, 2014. Under the revised permit, permittees will need to improve on those gains by achieving 70% and 80% reductions by July 1, 2017 and July 1, 2019, respectively. Trash load reduction is generally achieved either by installing trash capture devices within municipal storm drain systems (which require ongoing maintenance to prevent clogging and flooding), or other control measures, such as street sweeping, on-land cleanups, enhanced solid waste management programs, public education, and source control, such as bans on litter-prone items such as plastic bags and foam foodware. As is typical with pollutant control programs, achieving greater load reductions over time becomes more challenging and costly, as "low-hanging fruit" are quickly exhausted.

Mercury & PCBs

For mercury and PCBs (both of which accumulate in fish tissues in San Francisco Bay at levels unsafe for human consumption), permittees are required to reduce loads in urban runoff by 48 and 3,000 grams, respectively, during the five-year term of the permit. PCBs are considered the primary driver under the permit, with mercury reductions expected as a result of implementing certain PCB control measures. PCBs, which were banned in 1979, were manufactured and used in various places throughout the Bay Area, with historical releases resulting in some degree of polluted "hot spots" in older industrial areas, but low concentrations found throughout urbanized areas. For PCBs, the primary means of achieving the load reductions during the permit term are referral of contaminated source properties for cleanup, green infrastructure implementation, and controlling releases of PCBs during building demolition activities.

PCBs were used extensively in many products during the years in which it was manufactured, including as a non-conductive lubricant in electronic equipment and as a plasticizer for caulks and sealants. Certain properties at which PCBs were either manufactured or spilled/released may remain ongoing sources of PCBs to the storm drain system. Permittees are required to look for such properties and refer them for cleanup to appropriate state or federal agencies. Upon identification and referral of such properties, permittees will achieve a certain amount of load reduction credit.

Buildings constructed during between the 1950s through 1970s when PCBs were in widespread use have been found to contain significant levels of PCBs in caulking around windows and doors and in concrete joints and in sealants in floor systems. Demolishing these buildings without proper controls can result in PCBs being released to the environment and potentially discharging from storm drain systems. As such, the revised Tentative Order requires permittees to develop a program to manage PCBs in building materials so these releases are avoided (something similar to how lead paint and asbestos are abated prior to building demolition). Of the 3,000 grams per year of mandated PCB load reduction, the permit allows 2,000 grams per year to be credited through successful implementation of such a program.

Green infrastructure, which captures, treats, and infiltrates stormwater via specially designed landscape systems, is effective at removing mercury and PCBs because it captures sediment and other fine-grained materials, to which mercury and PCBs strongly adhere. Green infrastructure will occur over time as properties are developed or redeveloped in accordance with stormwater permit mandates that went into effect in 2005 and require new and redevelopment projects of any significant size to incorporate onsite stormwater treatment. Green infrastructure can also be implemented on

public properties, such as through green streets and parking lots. The revised Tentative Order mandates regional reduction of PCBs via green infrastructure by 120 grams per year during the permit term. This load reduction is generally equivalent to the amount of green infrastructure treatment that occurred through new and redevelopment during the current five-year permit term. Given the uptick in the regional economy, it is likely that similar or greater levels of onsite stormwater management will occur during the next five-year permit term, but this is out of permittees' control. The draft permit also mandates permittees develop Green Infrastructure Plans over the course of the permit term that, when implemented over the coming decades, will achieve an additional 3,000 grams per year reduction in PCBs loading to the Bay by the year 2040.

The remaining PCB load reductions are expected to be achieved either through greater levels of green infrastructure implementation or enhanced municipal maintenance practices such as more frequent street sweeping, street flushing, or storm drain cleaning.

Attachment 4

MRP 2.0 Revised Tentative Order
Talking Points for November 18, 2015 Water Board Hearing

Mercury & PCBs Controls

- San Mateo County Permittees' efforts to address PCBs over the past 15 years have included identifying PCBs source areas in the County. Such areas provide the greatest opportunities for implementing controls to reduce PCBs discharges. However, a recent C/CAG study suggests that continuing to identify additional source areas and properties in San Mateo County is becoming increasingly challenging. Only five of 100 recent samples in San Mateo County indicated potential levels of concern for PCBs. The remainder of the PCB load appears to be coming from sources that are less elevated in concentration, more diffuse, and likely more challenging to control, highlighting the difficulties in meeting specific PCBs load reduction requirements. The Tentative Order should be revised so that the load reduction performance criteria are not the point of compliance. Compliance should instead be based upon implementing PCBs control programs designed to achieve a load reduction target such as a Numeric Action Level or similar mechanism for triggering requirements for additional action and reporting, so that Permittees are not vulnerable to potentially very costly third-party law suits.

Trash Load Reduction

- The revised Tentative Order requires a 70% reduction in trash discharge by July 2017 and an 80% reduction by July 2019. Given the lessons learned over the previous permit term, this schedule does not allow Permittees enough time to develop and implement sustainable control measures. Reductions become increasingly more challenging the closer Permittees move towards the trash reduction goal of 100% or "no adverse impacts." The July 2017 and July 2019 milestones should each be extended by at least one year each.

Public Information and Outreach

- Determination of compliance with the Public Information and Outreach provisions of the reissued permit should be implemented with as much flexibility as possible. The goal is to allow limited outreach dollars to be directed toward community engagement on a number of high priority activities for local agencies, including development of Stormwater Resource and Green Infrastructure Plans, all leading to a potential countywide stormwater funding initiative. Mandating specific outreach activities and types of outreach restrict local agencies from directing limited resources in the most effective manner. The permit should be revised to allow submittal, at a countywide level, of a strategic outreach and engagement plan for Executive Officer approval.

C/CAG AGENDA REPORT

Date: November 12, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve the formation of and the members for the CCAG water committee

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

RECOMMENDATION

That the C/CAG Board review and approve the formation of and the members for the C/CAG water committee.

FISCAL IMPACT

Unknown.

SOURCE OF FUNDS

N/A. Formation of a committee does not have fiscal impact except for staff time. However, activities, studies, and analyses to be performed under the guidance of the committee will require funding currently not budgeted.

BACKGROUND

On October 8, 2015, the C/CAG approved the framework for the formation of a C/CAG committee to facilitate discussion on countywide approaches to water related issues. That framework included the proposed committee membership. Staff reached out to C/CAG Board members soliciting volunteers to serve on the committee. So far, the following members have indicated interest in serving on the committee. However, commitment from volunteers will depend on the agreed-upon date/time of regular meetings.

Atherton – Elizabeth Lewis
Brisbane – Terry O'Connell
County – Dave Pine
County– Don Horsley
Pacifica – Mary Ann Nihart
Portola Valley – Maryann Moise Derwin
Redwood City – Alicia Aguirre
San Bruno – Irene O'Connell
San Mateo – Joe Goethals
Woodside – Deborah Gordon
BAWSCA – Nicole Sandkula
C/CAG staff

Staff has also reached out to the City/County Managers' Association to solicit interest. Staff will continue to reach out to the communities with expertise and interest relevant to the work of this committee for support. As this committee is on its nascent stage, staff will report back on changes as they evolve.

This committee will serve as a forum for countywide discussion regarding water related issues and to advise the C/CAG Board regarding countywide collaboration strategies relative to water issues, including potential creation of a new agency, or modification of an existing agency to accomplish such collaboration as well as potential funding options. Water related issues may include, but are not limited to: stormwater pollution control, flood control, and sea level rise.

ATTACHMENT

None

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

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Date: October 1, 2015

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

From: Mary Ann Nihart, Chair, City/County Association of Governments

Subject: **C/CAG COMMITTEE VACANCIES ON LEGISLATIVE COMMITTEE AND THE BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE (BPAC)**

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:

One vacancy – Legislative Committee
One vacancy – Bicycle and Pedestrian Advisory Committee (BPAC)

Individuals wishing to be considered for appointment to one or more 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

Individuals must be an elected official of one of the twenty City Councils in San Mateo County or an elected official of the County Board of Supervisors. The letter of interest should include the reasons why the individual wishes to be appointed and any particular experience, background or qualities that they feel would bring value to that committee. All letters of interest will be considered by the C/CAG Board of Directors.

555 County Center, 5th Floor, Redwood City, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227
www.ccag.ca.gov

The current vacancies are on the following committees:

1. **The Legislative Committee** provides advice and recommendations to the full C/CAG Board on all matters dealing with State and Federal Legislation, ballot measures, and positions to take on specific bills. The Committee is also the liaison with C/CAG's Lobbyist in Sacramento. The Committee meets at 5:30 p.m. on the 2nd Thursday of the month, immediately before the regular C/CAG Board meeting. The Committee generally cancels its meetings when the State Legislature is in recess.

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 has approximately six meetings 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.

If you would like to be considered for any of these Committees, please submit your letter of interest by **October 30, 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 Legislative Committee:
Jean Higaki
650-599-1462
jhigaki@smcgov.org

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

Sincerely,

Mary Ann Nihart,
C/CAG Chair

C/CAG

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Governor Jerry Brown
State Capitol, First Floor
Sacramento CA 95814

Re: Docket No. 15-BSTD-01 Adoption of 15-Day Language for the 2016 Building Energy Efficiency Standards

October 23, 2015

Dear Governor Brown,

I'm writing to ask you to urge the California Energy Commission to include an item about the 2016 update to Title 24 Code on the November 12 CEC agenda. Because of CEC's procedural timeline, an up or down decision on this matter is needed so Code can be adjusted for 2016, and not wait until 2020.

This item is important to the City/County Association of Governments of San Mateo County (C/CAG) because C/CAG partners with Pacific Gas and Electric Company (PG&E) to offer energy efficiency services to local governments, special districts, small businesses, non-profits, schools, farms, and lower income residents in our county through the San Mateo County Energy Watch (SMCEW) program. Our turnkey lighting retrofit program has been negatively impacted by the July 2014 Title 24 code changes.

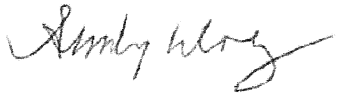
With the new Code requirements, we have found it to be much more difficult to find decision makers with office buildings and real estate properties willing to move forward with retrofits because the projects don't make financial sense for them. (Lighting retrofit projects in these business sub-sectors now trigger code, so they aren't as cost effective.) Consequently, SMCEW has limited outreach to non-code-triggering sub-sectors such as warehouses, small retail, gas stations, convenience stores and restaurants.

The current Code requirements are not only detrimental to our program's success – since PG&E data indicates that offices and real estate have the highest opportunity for savings in San Mateo County – it significantly hampers overall energy reduction efforts throughout the region.

We were pleased to hear that the CEC is considering adjustments to Title 24 Code that are an acceptable compromise to various stakeholders. We were concerned, however, that the topic was pulled from the August 12 and October 14 CEC agendas without explanation. We respectfully request you to urge the CEC to put this topic on their November 12 agenda and adopt the proposed 2016 15-Day Language at that business meeting.

Thank you for your consideration.

Best regards,



Sandy Wong
Executive Director

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California Energy Commission
1516 Ninth Street
Sacramento, CA 95814-5512

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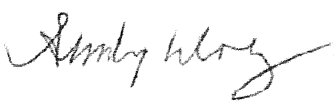

Sandy Wong
Executive Director

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www.ccag.ca.gov

Fire Chief
Harold Schapelhouman

Menlo Park Fire Protection District

170 Middlefield Road · Menlo Park, CA 94025 · Tel: 650.688.8400 · Fax: 650.323.9129
Website: www.menlofire.org · Email: mpfd@menlofire.org

Board of Directors
Virginia Chang Kiraly
Robert J. Silano
Rex Ianson
Peter Carpenter
Chuck Bernstein

Date: **October 20, 2015**

To: **Bijan Sartipi, Director, District 4, Bay Area Caltrans**
Sean Nozzari, Deputy Director, Division of Operations, Caltrans
Lance Hall, Senior Traffic Engineer, Office of Highway Operations, Caltrans
Joe Hurley, Director San Mateo County Transportation Authority
Sandy Wong, Executive Director, City/County Association of Governments (C/CAG)

From: **Harold Schapelhouman, Fire Chief**

Regarding: **Local and Regional Transportation Concerns and Opportunities**

I am writing you this letter to formally request that the Menlo Park Fire Protection District, be contacted and consulted in local and regional roadway deliberations, discussions, decisions and projects being considered or implemented, based upon our autonomous critical emergency services role in serving a number of local communities.

The Menlo Park Fire Protection District provides emergency services to the Town of Atherton, Cities of East Palo Alto and Menlo Park, Unincorporated areas like North Fairoaks and Weekend Acres along with contracted emergency services to the Stanford Linear Accelerator (SLAC). We are not a city fire department but rather a special fire district with a publicly elected Fire Board, who are selected at large by our residents.

The Fire District accomplishes its public safety mission through the strategic location of its seven fire stations and tactical operational deployment of seven advanced life support paramedic fire engines, one aerial ladder truck and one command vehicle. We participate in several regional and county mutual and automatic aid response agreements with our neighbors and other fire agencies.

We maintain a minimum daily staffing of 26 personnel whom respond to over 8000 emergency incidents per year within, and outside, the Fire District. The organization consists of 110 employees and has a $36 million dollar annual budget primarily funded through local property taxes.

The Fire District recently updated a Standards of Coverage (SOC) Assessment analysis which primarily addressed agency performance and challenges to our current model. The report resulted in 15 key findings and two specific action item recommendations.

On September 15, 2015, the Fire Board passed Resolution 1818-2015, which essentially is a time based performance standard that officially establishes a threshold for acceptable emergency response times by the Fire District to the local communities we serve and protect.

This resolution, along with the SOC documents, designated primary emergency response roadway routes, a map of District wide traffic control devices, internal memorandums, audio and video of recent problematic vehicle

accidents and other information related to addressing an increased traffic congestion which is stressing and challenging our ability to provide critical emergency services needed to protect life and property for the communities we serve, can be found on our web-site at www.menlofire.org.

Our Concerns about Complete Streets, Grand Boulevard Initiatives and its Design Tool Box:
In review of the California Department of Transportation "Complete Streets" document and its Grand Boulevard Initiatives related to "safe mobility for all users" and the design "tool box, I found that overall, the design "tool box" does NOT list emergency response anywhere!

This has created a significant blind spot associated with this topic and it has been all but ignored in all recent vendor analysis I have found in our community and others.

For example, in review of the Santa Clara County El Camino Real plan EIR, which proposes a bus only lane from San Jose to Palo Alto, I noted that no one in public safety was shown on the list of preparers, or directly on the distribution list. Under Section 4.12 Emergency Vehicle Access – The report states that "the project would create a significant impact if it results inadequate emergency vehicle circulation or access".

The bus only lane proposal includes traffic signal pre-emption and dedicated lanes. It would seem the County VTA should separate the two and start with pre-emption and see how this alone improves bus travel times but also attempt to partner with public safety first responders on the joint use of pre-emption technology.

I would recommend that you add the following critical public safety points to any El Camino Real proposal or project:

1. El Camino Real should be treated as a designated primary emergency first responder route for the safety and greater good of the entire community.
2. El Camino Real needs to accommodate large emergency fire vehicles, police vehicles and ambulances that operate under time based performance systems and metrics. Rapid travel times are critical for first responders.
3. El Camino Real is a critical access route to regional Emergency Trauma Centers and Hospitals like Stanford, Kaiser and others.
4. El Camino Real helps support emergency mutual and automatic aid service agreements between multiple jurisdictions that in places like San Mateo County, allows the closest fire apparatus to respond to an emergency, regardless of the jurisdiction, because time is a critical factor to incident escalation and/or mitigation. Community boundaries don't often matter when it comes to public safety!

El Camino Real – City of Menlo Park:
After a thorough review of the July 2015, El Camino Real Corridor Study submitted by Whitlock & Weinberger Transportation Inc., to their client, the City of Menlo Park, this report, like others I have reviewed, related to El Camino Real, does not consider or include in its "metrics" the four key public safety points I have just listed.

We are concerned that the City of Menlo Park is considering three roadway design options developed by this vendor. The contractor never considered or included these four key points. Any report that does not specifically address these items could be a threat to public safety, thus we find the report to be flawed. We have repeatedly communicated this to the vendor, City and community at meetings and in writing.

In addition to those concerns and after analyzing the reports actual data in a way that makes more sense from a public safety focus, the daily vehicle trips for the Santa Cruz, Ravenswood and Menlo intersections reveals an average total of 34,300 up to 46,700 vehicles per day travel on this stretch of El Camino Real, with obviously even higher passenger occupancy counts. When those are then matched against less than one hundred

documented daily bicycle riders in the morning and evening in the same corridor, so realistically, that equals an average of 343 to 467 vehicles, occupied by many more travelers, for just one (1) bicyclist, so conservatively we can say that equals 343 vehicles to just 1 bicyclist. At what point do these counts make sense to move, or not move forward?

This study does not show the Willow Place Bicycle Bridge to Palo Alto and how that bicycle route clearly inter-connects with Willow Road, Middlefield Road, Laurel and Alma Streets. Overall, the existing bicycle route network is understated and poorly represented in the report, perhaps to strengthen the need to emphasize the focus on El Camino Reals importance.

As you know, better than most, El Camino was designed as a State Highway primarily for vehicles. The demographics of Menlo Park, per the US Census, shows that 14% of the community is over the age of 65 and more than likely will use a vehicle to travel around the community, the cost to benefit ratio seems questionable given other existing alternatives.

As you know, this corridor supports heavy truck, bus and other vehicle traffic vital to the community for goods, services and transportation. Placing cyclists in close proximity to a wide variety of large vehicles at significant volume and speed is not a very safe combination and we believe should be considered a non-compatible usage.

Until last year, the Fire District, was unaware of this study. When it was brought to our attention, we contacted the head of American Medical Response (AMR), the current ambulance provider for the San Mateo County, they were also completely unaware of the study and are very concerned because any changes that could potentially increase response times, compromise patient care, impact deployment and affect their performance. This could also result in fines to them.

El Camino Real – Town of Atherton:

We are currently partnering with the Town of Atherton on a joint HAWK pedestrian/bicycle and emergency vehicle crossing signal at Almendral and El Camino. The joint project is being cost shared between the Town and the Fire District based upon a recent joint meeting that was held earlier this year with our elected officials.

The Fire District has discouraged the Town from moving forward with pursuing lane reductions on El Camino Real because we believe it would dramatically decrease response times for several communities, not just Atherton, and create additional traffic gridlock and cut through problems. Adding bicycle lanes in Menlo Park will ultimately create regional pressure on other communities to follow suit and do the same the thing.

The Fire District supports cycling on safer routes but not on El Camino Real based upon current alternative bicycle routes, community traffic demands and our critical emergency response needs. We are currently working with the Town on a Neighborhood Traffic Management plan.

Traffic Pre-emption – El Camino Real:

We understand that the traffic signals on El Camino Real will be upgraded in the near future so they can be synchronized and will allow for traffic signal pre-emption. We have set aside funds to pay for our share of these upgrades for emergency pre-emption but we need to better understand the time line of when this will actually be occurring.

We recently upgraded our Opticom Traffic Pre-emption system and expanded our overall network of signals. Unfortunately, pre-emption is not effective when there is traffic gridlock based upon certain road designs like those found on Willow Road between Middlefield Road and Highway 101 and University Avenue in East Palo Alto.

Menlo Park has agreed to include us in the review of the design for Willow Road when it occurs but we also know the overpass over Highway 101 is scheduled to be replaced in the next several years and we are very concerned how that disruption could impact regional traffic, making this problem even worse.

Middlefield Road – North Fair Oaks/County

The County is currently studying the lane reductions on Middlefield Road in North Fair Oaks area which would reduce a four lane roadway to two lanes and place greater stress on El Camino Real and other streets. Are these projects being looked at from a regional traffic impact perspective?

Lane reductions on both the El Camino Real corridor in Atherton and the North Fair Oaks area, which essentially parallel each other and are in close proximity, will create significant traffic impacts which will further delay emergency vehicles.

Our Fire Station #5 in that area is already impacted by delays from multiple traffic control devices and we are hoping to strike a balance with the County on these matters of concern.

University Avenue and Runnymede Street in East Palo Alto:

We would like to work with you to coordinate the use and location of this traffic signal, which is directly in front of our new fire station #2 that will be completed next year. Traffic often backs up in front of the fire station which can delay response

Highway 101:

The Fire District would like to upgrade our joint network of freeway access doors. We would like to make the doors more visible so motorists so the public can describe their location and we can understand the proximity of the emergency incident to a specific freeway access door.

This will help us better determines emergency unit routing alternatives during periods of significant traffic congestion. We developed this access standard with Caltrans after the 1989 Loma Prieta Earthquake and we would like to revisit and update this standard.

We would also like to have access to your network of live feed highway cameras so we can monitor different sections of Highway 101 to better understand where accidents are actually located prior to our actual response and directly after when they are reported. If this technology is helpful, we would like to discuss its expansion and use for Bayfront Expressway and El Camino Real as well.

Dumbarton Bridge:

During the seismic upgrade to the bridge, we requested several items: a launch point for our water rescue equipment and a dry standpipe at the west side of the bridge to bring a water supply up to the main deck of the bridge. Both of these projects still needed to be completed.

Based upon current traffic conditions, we would now like to request that the separated bicycle paths leading to the bridge from the west side be widened and upgraded to support emergency vehicles as a way of bypassing gridlock traffic to improve response times and our crews safety during response.

In Summary:

The Fire District would like to meet with you to discuss our concerns, possible solutions and alternatives to these important issues and items.

Thank you!

Cc: Fire Board, Clerk, File