C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

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BOARD MEETING NOTICE

Meeting No. 284

DATE:	Thursday, December 10, 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

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1.0 CALL TO ORDER/ ROLL CALL

2.0 **PLEDGE OF ALLEGIANCE**

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

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 Certificate of Appreciation to Art Kiesel, Mayor of Foster City for his dedicated service to C/CAG
p. 1

4.2 Certificate of Appreciation to David Braunstein, Mayor or Belmont for his dedicated service to C/CAG
p. 2

4.3 Certificate of Appreciation to Terry Nagel, Mayor of Burlingame for her dedicated service to C/CAG
p. 3

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. 283 dated November 12, 2015
ACTION p. 4

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

5.2.1 Receive a copy of an agreement between C/CAG and the Local Government Commission for a Civic Spark Fellow to support the San Mateo County Energy Watch Program, executed by the C/CAG Executive Director consistent with C/CAG Procurement Policy, in an amount of $12,350.
INFORMATION p. 9

5.3 Review and approve the appointment of Douglas Kim to represent the San Mateo County Transit District (SamTrans) and Elizabeth Scanlon to represent the Peninsula Corridor Joint Powers Board (JPB) on the Congestion Management & Environmental Quality (CMEQ) Committee. ACTION p.20

5.4 Review and approve the appointment of Peter Vorametsanti, Interim Public Works Director, to represent the City of Millbrae on the Stormwater Committee. ACTION p. 23

5.5 Review and appointment of Dave Williams as Member, and of Brian Branscomb as Alternate, to the Airport Land Use Committee (ALUC) representing the Half Moon Bay Airport Pilots Association.
ACTION p. 25

5.6 Review and approval of the joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 2016/2017 & Fiscal Year 2017/2018
ACTION p. 28

5.7 Review and approval of Resolution 15-55 authorizing the C/CAG Chair to execute an agreement with Parisi Transportation Consulting to provide services for the development of the San Mateo County Safe Routes to School 5-Year Evaluation Report in an amount not to exceed $42,495. ACTION p. 35

5.8 Funding Summary and Update for the San Mateo County Smart Corridor Project
INFORMATION p. 49

6.0 REGULAR AGENDA

6.1 Review and approval of C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified)
ACTION p. 51

6.2 Review and approval of the C/CAG Legislative Policies for 2016. ACTION p. 56

6.3 Review and approval of the C/CAG Investment Policy for FY 2015-16. ACTION p. 61

6.4 Review and approval of C/CAG investment recommendations from the Finance Committee and accept the Quarterly Investment Report as of September 30, 2015. ACTION p. 78

6.5 Receive a presentation on key provisions of the adopted Municipal Regional Permit and take action or provide staff direction, as appropriate. ACTION p. 84

6.6 Conduct public hearing and approval of Resolution 15-53 adopting the Final 2015 Congestion Management Program (CMP) for San Mateo County (Special voting procedures apply) ACTION p. 86

6.7 San Mateo County Energy Watch:

6.7.1 Review and approval of Resolution 15-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and Pacific Gas and Electric Company (PG&E) for the San Mateo County Energy Watch three calendar years 2016-2018 program cycle for an amount of $2,093,787. ACTION p. 102

6.7.2 Review and approval of Resolution 15-49 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2016 calendar year for an amount not to exceed $461,000. ACTION p. 105

6.7.3 Review and approval of Resolution 15-52 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for support for the Regionally Integrated Climate Action Planning Suite (RICAPS) project for an amount not to exceed $40,000 for calendar year 2016. ACTION p. 113

6.7.4 Review and approval of Resolution 15-54 waiving the RFP process and authorizing the C/CAG Chair to execute Amendment No. 2 to the agreement between C/CAG and DNV GL extending the termination date to December 31, 2016 and adding an additional $145,000 to a new total of $517,125 for technical assistance to cities for climate action planning. ACTION p. 122

6.8 Review and approval of participating in the Highway 101 Pilot Ramp Metering Project ACTION p. 138

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 Tom Madalena, Transportation Planning Manager, City/County Association of Governments, to Mayor DeGolia, Town of Atherton, dated 11/18/15. RE: Response to Town of Atherton comment letter on the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport p. 144

10.0 CLOSED SESSION

10.1 PUBLIC EMPLOYEE PERFORMANCE EVALUATION

Title: Executive Director of C/CAG

10.2 CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION (Subdivision (a) of Section 54956.9)

Name of case: W. Bradley Electric, Inc., for the benefit of MP Nexlevel of California, Inc., and MP Nexlevel of California, Inc., in its own capacity and as assignee of W. Bradley Electric, Inc. v. County of San Mateo

11.0 RECONVENE OPEN SESSION

11.1 Report on Closed Session.

12.0 Action on Compensation Adjustment for Executive Director. ACTION

13.0 Approval of 2016 Performance Objectives for Executive Director. ACTION

14.0 ADJOURN

Next scheduled meeting January 14, 2016
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

December 10, 2015	C/CAG Board - SamTrans 2nd Floor Auditorium – 6:30 p.m.
December 10, 2015	Legislative Committee - SamTrans 2nd Floor Auditorium – 5:30 p.m.
December 17, 2015	CMP Technical Advisory Committee - SamTrans, 2nd Floor Auditorium - 1:15 p.m.
December 17, 2015	Stormwater Committee - SamTrans, 2nd Floor Auditorium - 2:30 p.m.
December 28, 2015	Administrators' Advisory Committee - 555 County Center, 5th Fl, Redwood City – 12:00p.m.
No Meeting Scheduled	CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.

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A PRESENTATION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO ART KIESEL FOR HIS DEDICATED SERVICE TO C/CAG

* * * * * * * * * * * * * * * * *

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

Whereas, Art Kiesel has served as Council Member for the City of Foster City from 2008 through 2015, and Mayor in 2015, and

Whereas, Art Kiesel has served on the C/CAG Board of Directors, representing the City of Foster City as a Representative, during the years of 2011 through 2015, and

Whereas, during those years, Art Kiesel dedicated his services to the people of San Mateo County through his participation on the C/CAG Finance Committee from 2014 through 2015; and on the C/CAG Legislative Committee from 2011 through 2015, and

Whereas, Art Kiesel was instrumental in the development of many significant policies affecting San Mateo County, and

Whereas, Art Kiesel has been an excellent collaborator and tirelessly dedicated his time to serve his community.

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

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER, 2015.

_____

Mary Ann Nihart, Chair

C/CAG

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A PRESENTATION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO DAVID BRAUNSTEIN FOR HIS DEDICATED SERVICE TO C/CAG

* * * * * * * * * * * * * * * * *

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

Whereas, David Braunstein has served as Council Member for the City of Belmont from 2008 through 2015, and Mayor in 2009 and 2015, and

Whereas, David Braunstein has served on the C/CAG Board of Directors, representing the City of Belmont as a Representative, during the years of 2014 through 2015, and

Whereas, during this time, David Braunstein dedicated his services to the people of San Mateo County through his active participation on the C/CAG Board of Directors, and

Whereas, David Braunstein was instrumental in the development of many significant policies affecting San Mateo County, and

Whereas, David Braunstein has been an excellent collaborator and tirelessly dedicated his time to serve his community.

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

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER, 2015.

_____

Mary Ann Nihart, Chair

C/CAG

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A PRESENTATION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO TERRY NAGEL FOR HER DEDICATED SERVICE TO C/CAG

* * * * * * * * * * * * * * * * *

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

Whereas, Terry Nagel has served as Council Member for the City of Burlingame from 2004 through 2015, and Mayor in 2007, 2011 and 2015, and

Whereas, Terry Nagel has served on the C/CAG Board of Directors, representing the City of Burlingame as Representative, during the years of 2010 through 2015, and

Whereas, during this time, Terry Nagel dedicated her services to the people of San Mateo County through her active participation on the C/CAG Board of Directors, and

Whereas, Terry Nagel was instrumental in the development of many significant policies affecting San Mateo County, and

Whereas, Terry Nagel has been an excellent collaborator and tirelessly dedicated her time to serve her community.

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

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER, 2015.

_____

Mary Ann Nihart, Chair

C/CAG

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BOARD MEETING MINUTES

Meeting No. 283
November 12, 2015

1.0 CALL TO ORDER/ROLL CALL

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

Elizabeth Lewis – Atherton
David Braunstein – Belmont
Terry O'Connell – Brisbane
Terry Nagel – Burlingame
David Canepa – Daly City
Lisa Gauthier – East Palo Alto (6:45 p.m.)
Art Kiesel – Foster City
Marina Fraser – Half Moon Bay
Larry May – Hillsborough
Kristen Keith – Menlo Park
Maryann Moise Derwin – Portola Valley
Alicia Aguirre - Redwood City
Irene O'Connell – San Bruno
Joe Goethals – San Mateo
Karyl Matsumoto – South San Francisco
Deborah Gordon - Woodside

Absent:

Colma
Millbrae
Pacifica
San Carlos
San Mateo County

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

Jeff Lacap – C/CAG Staff
Kim Springer – San Mateo County Energy Watch
Ellen Barton – San Mateo County
Scott Hart – PG&E
Kathleen Wentworth – Office of Congresswoman Jackie Speier
Hilary Papendick – San Mateo County Office of Sustainability
Stephan Unnasch – Life Cycle Associates

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

Scott Hart – Update on gas control center tour on January 2016, enhanced vegetation work across the peninsula, and continuing gas projects inline inspections in the peninsula and different jurisdictions.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 Update on Countywide Sea Level Rise Vulnerability Assessment study.

Hilary Papendick of San Mateo County provided a presentation on the on-going "San Mateo County Sea Level Rise Vulnerability Assessment" project.

5.0 CONSENT AGENDA

Board Member Canepa MOVED approval of 5.1, 5.2, 5.3, 5.3.1, 5.3.2, 5.5, 5.5.1, 5.5.2, 5.5.4, 5.5.5. Board Member Kiesel SECONDED. **MOTION CARRIED 15-0-1**
South San Francisco Abstained on 5.1

5.1 Approval of the minutes of regular business meeting No. 282 dated November 12, 2015. APPROVED

5.2 Review and approval of the 2016 C/CAG Board calendar. APPROVED

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. APPROVED

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. APPROVED

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. APPROVED

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. APPROVED

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. APPROVED

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 APPROVED

Items 5.4 and 5.5.3 were removed from the consent agenda.

5.4 Review and approval of the appointment of Vice Mayor Gary Pollard (Foster City) to the Bicycle and Pedestrian Advisory Committee (BPAC). APPROVED

Board Member Matsumoto suggested, in the future, candidates for BPAC to appear at C/CAG Board meetings for appointment decisions.

Board Member Nagel MOVED approval of Item 5.4. Board Member Braunstein SECONDED. **MOTION CARRIED UNANIMOUSLY 16-0**

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.

It was pointed out page 56 of the packet has an error. It should read "$21,000" instead of "$20,000".

Board Member Nagel MOVED approval of Item 5.5.3. Board Member Braunstein SECONDED. **MOTION CARRIED UNANIMOUSLY 16-0**

6.0 REGULAR AGENDA

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

John Hoang introduced this item and Stephon Unash, consultant, provided a presentation on the Draft Alternative Fuel Readiness Plan (Plan). The goal of the Plan is to raise awareness of alternative fuels for public agency staff and elected officials, vehicle fleet managers, and local citizens to understand the challenges and opportunities. It also provides information to interested agencies on how to pursue further implementation.

6.2 MTC OneBayAreaGrant 2 (OBAG 2) program.

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

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

Board Member Lewis MOVED approval of Item 6.2.2. Board Member O'Connell (San Bruno) SECONDED. **MOTION CARRIED UNANIMOUSLY 16-0**

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). APPROVED

Board Member Braunstein MOVED approval of Item 6.3. Board Member Keith SECONDED. Roll call was taken. **MOTION CARRIED UNANIMOUSLY 16-0**

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. APPROVED

Board Member Keith directed staff to forward a copy of the letter to the Executive Director of the Regional Water Quality Control Board.

Board members also suggested the C/CAG Chair to contact HMB Council Member Muller.

Board Member Keith MOVED approval of Item 6.4. Board Member Lewis SECONDED. **MOTION CARRIED UNANIMOUSLY 16-0**

6.5 Review and approve the formation of and the members for the C/CAG water committee. (Special voting procedures apply). APPROVED

Board Member Goethal MOVED approval of Item 6.5. Board Member Nagel SECONDED. Roll call was taken. **MOTION CARRIED UNANIMOUSLY 16-0**

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

7.2 Chairperson's Report

Vice Chair Aguirre thanked her colleagues for their support during the regional discussion in MTC/ABAG merge. She also congratulated councilmembers on their elections. She recognized C/CAG Board Members Nagel, Braunstein, and Kiesel for their services as this might be their last C/CAG meeting.

7.3 Board Member Reports

Board Member Lewis announced the Council of Cities meeting will be on November 20, 2015 hosted by Brisbane.

8.0 EXECUTIVE DIRECTOR'S REPORT

Sandy Wong, C/CAG Executive Director, provided information on "Exploring a Road Charge for California" pilot project of the State. A page of information was provided. She also provided update on the US 101 congestion relieve effort, a regional group chaired by Assemblyman Mullin.

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 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).

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

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

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)

10.0 ADJOURN
Meeting adjourned 8:20 p.m.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of an agreement between C/CAG and the Local Government Commission for a Civic Spark Fellow to support the San Mateo County Energy Watch Program, executed by the C/CAG Executive Director consistent with C/CAG Procurement Policy, in an amount of $12,350.

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

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of an agreement between C/CAG and the Local Government Commission for a Civic Spark Fellow to support the San Mateo County Energy Watch Program, executed by the C/CAG Executive Director consistent with C/CAG Procurement Policy, in an amount of $12,350.

FISCAL IMPACT

The C/CAG cost for the CivicSpark fellow is $12,350.

SOURCE OF FUNDS

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

BACKGROUND

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

For the last five years, the County and the C/CAG SMCEW LGP program has leveraged a program called ClimateCorps Bay Area, contracted through Strategic Energy Innovations, and/or the Local Government Commission's CivicSpark program, both of which place fellows into local governments and nonprofits in the Bay Area region. The fellows work on projects related to climate resilience and, in exchange for their work, receive a stipend and considerable training and career development. Every fellow that has taken part in this program with the County has leveraged the experience and either gone on to graduate school or gainful employment.

ATTACHMENT

Executed agreement between C/CAG and Local Government Commission – CivicSpark

AGREEMENT FOR SERVICES OF INDEPENDENT CONTRACTOR

THIS AGREEMENT is made and entered into as of this date: 11/23/15, by and between the City / County Association of Government of San Mateo County, ("Partner") and the Local Government Commission ("LGC"), for support from a CivicSpark Americorps Member.

RECITALS

A. Partner desires to engage LGC to provide certain services through the CivicSpark program.
B. CivicSpark is a federally funded AmeriCorps program operated by LGC, in which LGC recruits, hires, and supervises emerging professionals.
C. The CivicSpark Program provides climate change capacity building services to local governments in California through project implementation activities performed by LGC teams, LGC staff and CivicSpark Members (Members). Members can only work on contracted and allowable service activities (Exhibit "A"). CivicSpark will provide this service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff.
D. LGC desires to provide those services and to be compensated accordingly.
E. The Partner and LGC enter into this Agreement in order to memorialize the terms concerning LGC's performance of the services and the Partner's obligations with respect thereto.

AGREEMENT

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

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

The Partner also agrees to the responsibilities and roles as described in Exhibit "C", as they relate to the Partner's participation in the CivicSpark program. The Partner hereby accepts such responsibilities on the terms and conditions set forth herein.

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

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

3. Consulting Fee; Reimbursable Expenses.

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

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

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

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

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

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

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

8. Limitation of Liability. With regard to the services to be performed by the LGC pursuant to the terms of this Agreement, the LGC shall not be liable to the Partner, or to anyone who may claim any right due to LGC's relationship with the Partner for any acts or omissions in the performance of said services on the part of the LGC, except when said acts or omissions are the result of any willful misconduct by LGC.

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

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

To the Partner:

Sandy Wong
C/CAG
555 County Center – 5th Floor
Redwood City, CA 94063
phone: 650-599-1409
email: slwong@smcgov.org

To LGC:

Linda Cloud
Local Government Commission
980 9th Street, Suite 1700
Sacramento, CA 95814-2736
916-448-1198
916-448-8246 fax
lcloud@lgc.org

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

11. Governing Law. This Agreement shall be governed by the laws of the State of California.

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

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

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

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

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

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

18. Counterparts. This Agreement may be executed by electronic or hard-copy signature and in any number of counterparts, each of which shall be deemed to be one and the same instrument. The exchange of executed copies of this Agreement by facsimile, email or other electronic transmission will constitute effective execution and delivery of this Agreement for all purposes. Signatures of the parties transmitted by such methods will be treated in all respects as having the same effect as an original signature.

DATED:

11-23-2015

Sandy Wong, Executive Director
C/CAG

DATED: 11/17/15

Linda Cloud, Managing Director
LOCAL GOVERNMENT COMMISSION

Exhibit "A" Contracted Performance Measures and Prohibited Activities

LGC has contracted with the Corporation of National and Community Service to implement CivicSpark as an AmeriCorps program. Members can only work on service outlined in performance measures approved by the Corporation for National and Community Service. These performance measures define how CivicSpark will provide service to local governments by conducting assessments, implementing planning or action projects, engaging volunteers, and transferring knowledge to local government staff. The project scope in exhibit A must align with the measures below:

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

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

In addition to only working on contracted performance measure service activities, per federal guidelines, while charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or the Corporation for National and Community Service, LGC, Supervisors or Members may not engage in the following activities (see 45 CFR § 2520.65):

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

inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;

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

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

Exhibit "B" Scope of Services

LGC will perform the following services:

1) General Program Responsibilities
   a) Provide clear guidelines to Member regarding AmeriCorps regulations and expectations
   b) Recruit and train a Regional Coordinator (1000 hours over 13 months) to work with Members and Participating local governments
   c) Recruit and train Members to provide capacity building services for the region
   d) Work to provide support and guidance for Members, addressing any concerns that might develop during service year, and striving towards 90% retention of members
   e) Manage local government service contracts
   f) Share outcomes from service with Partner
2) Member Responsibilities
   a) Pass a state and national and NSOPR background check before starting their service year.
   b) Participate in a 1-week program orientation and complete 250 hours of training through dedicated member training and development and service days.
   c) Serve an average of 37 hours per week for 11 months, serving a minimum of 1700 hours overall.
   d) Comply with guidelines for performance measures and abide by regulations on prohibited activities described in Exhibit A above.
   e) Complete accurate reporting in a timely manner for as required by the National Corporation for Service for projects, including assessments, implementation, hours served, volunteers recruited and supported, and transition of knowledge to local governments
   f) Avoid participation in prohibited activities.
   g) Identify as a Member and wear AmeriCorps lapel pins or gear during service hours.
   h) Participate in days of national service including, but not limited to, Martin Luther King Jr. Day of Service, 9/11 Day of Remembrance, and AmeriCorps week Service Day.

3) Project Specific Scope of Work
   The CivicSpark Member will work on school water auditing project in partnership with the Bay Area Water Supply and Conservation Agency (BAWSCA) and multiple other stakeholder agencies. Specific training in water auditing techniques will be provided. The Member will work towards broader implementation of water audits through a pilot for schools with support from BAWSCA and its member agancies. The Member will also support:
   - Coordination of outreach efforts to small businesses in partnership with the current Climate Corps Bay Area fellow organizing energy efficiency campaigns.
   - Water audits to small businesses in support of the San Mateo County Energy Watch and San Mateo County Green Business Program.
   - Assistance to San Mateo County cities with water audit resources and water conservation incentives.

   a) The project will include an initial member conducted gap assessment, a volunteer engagement component and a transitional support activity.
   b) Minor changes to the scope following the requisite gap assessment process may be needed.
   c) The project will comply with AmeriCorps service guidelines including prohibited activities described in Exhibit A.

Exhibit "C" Partner Responsibilities

Partner will perform the following services:

4) Support Responsibilities
   a) Identify one local government staff member to act as a point person, familiarizing *CivicSpark* Members to resources and project, and setting aside 1 hour/week for assistance for each approved project.
   b) Develop defined project scopes and identify goals to be completed in agreed timeframe
   c) Support implementation of project consistent with scope above and in line with CivicSpark program goals (including supporting volunteer engagement activities and participating in transitional event)
   d) Keep Regional Coordinators apprised of development of projects and challenges, working to redefine scopes and goals as necessary.
   e) Assist with site visits to Partner as necessary by AmeriCorps Project Manager or Program Director
   f) Not displace Partner staff or volunteers through the use of CivicSpark Fellows, nor have CivicSpark Fellows perform any services or duties that would supplant the hiring of employed workers.
   g) Not offer the CivicSpark Fellow part time work that is substantially similar to their CivicSpark scope of work, nor offer them full time employment with a start date prior to the Service Year end date.
5) Reporting Responsibilities
   a) Complete applications for *CivicSpark* projects identifying;
      i) Total hours desired for service work
      ii) One or more local government beneficiaries for each 650 hours of service being contracted for. Beneficiaries can be individual departments within a single local government or even individual staff members within the same department,
      iii) Eligibility of projects as defined as an absence of some of the following resources: A dedicated sustainability staff, an adopted climate action plan, or specific mechanisms to track adopted climate change actions
      iv) High need level of beneficiaries, defined by 2 or more of the following indicators:
         (1) Community unemployment above the state average for current recorded year
         (2) Community-wide energy use higher than the previous recorded year.
         (3) Local government employment lower than 2007 levels
         (4) CalEnviroScreen rating in the top 1/3 (score of 23 or greater)
   b) Have local government staff involved with the project complete pre-assessment surveys to define goals for this project and baseline outlook on climate change issues and responses.
   c) Have local government staff involved in the project participate in a project interview early on (within the first 2-3 weeks) as part of the CivicSpark gap assessment process.
   d) Complete necessary project reporting defined including having local government staff who completed the pre-assessment complete a post-assessment survey at project completion.
   e) Allow *CivicSpark* to share results for required grant reporting.

Exhibit "D" Description of Compensation

Costs, total project hours, additional prep-hours and travel budget for support options on a per member basis are defined below.

The Partner agrees to contract with LGC for a CivicSpark Member providing support half time for eleven months. Pricing will therefore be the six-month cost due to discount and additional project hours.

LGC will receive no more than $12,350 for performing the services of this contract.

	Three months	Six months	Eleven months (embedded)
Cost	$6,500	$12,350	$23,400
Project Hours	325 @ $20hr	650 @ $19/hr (5% discount from 3-month cost)	1,300+ @ $18/hr (10%+ discount)[1]
Additional Resources included in the total cost.	10-20 additional project-prep hours. Up to $200 in project-related travel covered.	20-40 additional project-prep hours. Up to $400 in project-related travel covered.	40-80 additional project-prep hours. Up to $800 in project-related travel covered

Work completed under this contract will be performed by CivicSpark AmeriCorps Members with support from their Regional Coordinator, and invoices may reflect the contributions of both.

To proceed with services, LGC requires a down payment of 10% of total agreement amount or $1235.00. Remaining cost will be divided by the period of the contract (three, six or eleven months) and billed monthly.

Invoices will only provide a summary of total project hours served for each person working with the partner during each invoiced period. If Partner needs invoices to include specific format, tasks, billing codes, or other details, they must inform LGC prior to the project start and give clear instructions to LGC about how time should be tracked and reported.

As LGC is committing to making the CivicSpark team available for a specific period, Partner will be invoiced for the full amount monthly regardless of member activity during any given period. If for some reason, LGC is not be able to provide services for the full contract duration, Partner is only responsible for the portion of the contract amount for the period of service actually provided.

[1] With eleven month (embedded) option, any additional hours from Member's total service year commitment (1700) not allocated to project work (1300), project-prep (40-80) or member professional development (250 - 300) will also be available for partner project needs (estimated to be 50-100 additional hours).

Exhibit "E" Reimbursable Expenses

LGC will cover up to $400 for CivicSpark team transportation expenses related to the project.

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

Exhibit "F" Timeline

All tasks enumerated in Exhibit "A" including the CivicSpark week of initial training will start on October 26, 2015 and should be completed by November 1, 2016.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve the appointment of Douglas Kim to represent the San Mateo County Transit District (SamTrans) and Elizabeth Scanlon to represent the Peninsula Corridor Joint Powers Board (JPB) on the Congestion Management & Environmental Quality (CMEQ) Committee.

(For further information or response to questions, contact Jeff Lacap at 650-599-1455)

RECOMMENDATION
That the C/CAG Board confirm the appointment of Douglas Kim to represent the San Mateo County Transit District (SamTrans) and Elizabeth Scanlon to represent the Peninsula Corridor Joint Powers Board (JPB) on the Congestion Management & Environmental Quality (CMEQ) Committee.

FISCAL IMPACT
None.

SOURCE OF FUNDS
N/A

BACKGROUND

The Congestion Management & Environmental Quality (CMEQ) Committee provides advice and recommendations to the C/CAG Board of Directors on all matters relating to traffic congestion management, travel demand management, coordination of land use and transportation planning, mobile source air quality programs, energy resources and conservation, and other environmental issues facing local jurisdictions in San Mateo County. Currently, there are two vacant seats on the CMEQ Committee representing San Mateo County Transit District (SamTrans) and the Peninsula Corridor Joint Powers Board (JPB). These seats were vacated by Zoe Kersteen-Tucker and Art Lloyd, respectively.

The recommended appointee is Douglas Kim, Director for Planning and Research at SamTrans, and Elizabeth Scanlon, Caltrain Planning Manager, as detailed in the attached letter from San Mateo County Transit District (SamTrans).

ATTACHMENTS

1. CMEQ Committee Roster
2. November 3, 2015 Letter to C/CAG from District Secretary Martha Martinez (San Mateo County Transit District)

CMEQ Roster

Chair - Richard Garbarino
Vice Chair - Mike O'Neill
Staff Support: Jeff Lacap (jlacap@smcgov.org)
(650) 599-1455

Name	Representing
Alicia Aguirre	Metropolitan Transportation Commission (MTC)
Vacant	City of Redwood City
Charles Stone	City of Belmont
Elizabeth Lewis	City of Atherton
Irene O'Connell	City of San Bruno
Linda Koelling	Business Community
John Keener	City of Pacifica
Lennie Roberts	Environmental Community
Mike O'Neill	City of Pacifica
Adina Levin	Agencies with Transportation Interests
Rich Garbarino	City of South San Francisco
Rick Bonilla	City of San Mateo
Steve Dworetzky	Public Member
Wayne Lee	City of Millbrae
Vacant	San Mateo County Transit District (SamTrans)
Vacant	Peninsula Corridor Joint Powers Board (Caltrain)

2015 BOARD OF DIRECTORS

samTrans

SHIRLEY HARRIS, CHAIR
ZOE KERSTEEN-TUCKER, VICE CHAIR
JEFF GEE
CAROLE GROOM
ROSE GUILBAULT
KARYL MATSUMOTO
PETER RATTO
CHARLES STONE
ADRIENNE TISSIER

Caltrain

ADRIENNE TISSIER, CHAIR
PERRY WOODWARD, VICE CHAIR
JOSÉ CISNEROS
MALIA COHEN
JEFF GEE
ROSE GUILBAULT
ASH KALRA
TOM NOLAN
KEN YEAGER

1250 SAN CARLOS AVE
SAN CARLOS, CA 94070
(650) 508-6200

November 3, 2015

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

SUBJECT: **Congestion Management & Environmental Quality Committee (CMEQ) Representative**

Dear Ms. Wong:

Thank you for informing us of the San Mateo County Transit District (SamTrans) and the Peninsula Corridor Powers Board (JPB) representative vacancies on the CMEQ Committee.

SamTrans nominates Douglas Kim, Director for Planning & Research. Doug can be reached at kimd@samtrans.com.

JPB nominates Elizabeth Scanlon, Caltrain Planning Manager, who will start work with the agency in early December. Liz can be reached at scanlone@samtrans.com.

Please feel free to contact me at (650) 508-6242 or martinezm@samtrans.com.

Sincerely,

Martha Martinez
Executive Officer,
Board Secretary/Executive Administration

Cc: Douglas Kim
Elizabeth Scanlon
April Chan
Marian Lee

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve the appointment of Peter Vorametsanti, Interim Public Works Director, to represent the City of Millbrae on the Stormwater Committee

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

RECOMMENDATION

Review and approve the appointment of Peter Vorametsanti, Interim Public Works Director, to represent the City of Millbrae on the Stormwater Committee

FISCAL IMPACT

None.

SOURCE OF FUNDS

N/A

BACKGROUND

Due to staff turnover, the City of Millbrae is recommending a new appointment to C/CAG's Stormwater Committee. The recommended appointee is Peter Vorametsanti, Interim Public Works Director, as detailed in the attached letter from the City Manager for Millbrae.

ATTACHMENTS

1. October 29, 2015 Letter to C/CAG from City Manager Marcia Raines (Millbrae)

City of Millbrae

621 Magnolia Avenue, Millbrae, CA 94030

ROBERT G. GOTTSCHALK
Mayor

ANNE OLIVA
Vice Mayor

REUBEN D. HOLOBER
Councilman

MARGE COLAPIETRO
Councilwoman

WAYNE J. LEE
Councilman

October 29, 2015

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

Subject: Notification of Duly Authorized Representative for the City of Millbrae on the C/CAG Technical Advisory Committee (TAC)

Dear Sandy:

This is to document the person that I am authorizing to represent the City on the C/CAG Technical Advisory Committee (TAC).

Authorized Representative: Peter Vorametsanti, Director of Public Works

This notification will remain in effect until it is changed by me or my successor.

Very truly yours,

Marcia Raines
City Manager

cc: Peter Vorametsanti, Director of Public Works

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and appointment of Dave Williams as Member, and of Brian Branscomb as Alternate, to the Airport Land Use Committee (ALUC) representing the Half Moon Bay Airport Pilots Association.

(For further information or response to questions, contact Tom Madalena at 650-599-1460)

RECOMMENDATION

Review and appoint Dave Williams as Representative, and Brian Branscomb as Alternate, to the Airport Land Use Committee (ALUC) representing the Half Moon Bay Airport Pilots Association.

FISCAL IMPACT

None

SOURCE OF FUNDS

N/A

BACKGROUND

As a result of the unfortunate passing of George Auld, the Airport Land Use Committee (ALUC) has a vacancy for a Half Moon Bay Airport Pilots Association Representative. Ed Andreini was the Alternate for the Half Moon Bay Airport Pilots Association seat on the ALUC and he has decided not to continue with being the Alternate on the ALUC. C/CAG staff reached out to the Half Moon Bay Airport Pilots Association for new members.

The Half Moon Bay Airport Pilots Association has submitted a request that Dave Williams be appointed to be the Representative for their seat. They have also requested that Brian Branscomb be appointed as the Alternate for their seat. Staff recommendation is for the Board of Directors to appoint Dave Williams as the Half Moon Bay Airport Pilots Association Representative on the ALUC and to appoint Brian Branscomb as the Half Moon Bay Airport Pilots Association Alternate.

ATTACHMENTS

- ALUC Roster
- Letter from Half Moon Bay Airport Pilots Association

C/CAG AIRPORT LAND USE COMMITTEE (ALUC)
Membership Roster December 2015

Chair: **Ricardo Ortiz, Council Member, City of Burlingame**
Vice-Chair: **To be determined**
Staff Support: **Tom Madalena, C/CAG**

Member	Representative	Alternate
City of Brisbane	**Terry O'Connell**	Ray Miller
City of Burlingame	**Ricardo Ortiz**	Vacant
City of Daly City	**Raymond Buenaventura**	Vacant
City of Foster City	**To be determined**	Vacant
City of Half Moon Bay	**Debbie Ruddock**	Vacant
City of Millbrae	**Robert Gottschalk**	Vacant
City of Redwood City	**John Seybert**	Vacant
City of San Bruno	**Ken Ibarra**	Rico Medina
City of San Carlos	**Ron Collins**	Cameron Johnson
County of San Mateo and Aviation Representative	**Dave Pine**	Vacant
City of South San Francisco	**Liza Normandy**	Richard Garbarino
Aviation Representative	**Adam Kelly**	Carol Ford*
Half Moon Bay Airport Pilots Association	**Vacant**	Vacant

* Indicates non-elected representative; all others indicate elected representatives of their member agencies.
** Quorum = 7

Half Moon Bay Airport Pilots Association

P.O. Box 3389, Half Moon Bay, Ca. 94019

Tom Madalena
City/County Association of Governments of SM County
555 County Center, 5th Floor
Redwood City, CA 94063

Dear Mr. Madalena,

On behalf of the Half Moon Bay Pilots Association, we have appointed Dave Williams as our new primary representative to the airport land use committee. We would also like to appoint Brian Branscomb as an alternate effective immediately.

Contact information is as follows:

Dave Williams
PO Box 3150
Moss Beach, CA 94038
650.224.5608
Dw370@comcast.net

Brian Branscomb
106 Sculls Avenue
El Granada, CA 94019
650.888.1224
bransbranscomb@yahoo.com

If you have require any further information, please do not hesitate to contact me.

Sincerely,

Eddie Andreini
President
Half Moon Bay Pilots Association

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of the joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 2016/2017 & Fiscal Year 2017/2018

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

RECOMMENDATION

That the C/CAG Board review and approve the joint Call for Projects for the C/CAG and San Mateo County Transportation Authority Shuttle Program for Fiscal Year 2016/2017 & Fiscal Year 2017/2018.

FISCAL IMPACT

For the FY 16/17 & FY 17/18 funding cycle there will be approximately $10,000,000 available.

SOURCE OF FUNDS

Funding to support the shuttle programs will be derived from the Congestion Relief Plan adopted by C/CAG and includes $1,000,000 in funding ($500,000 for FY 16/17 and $500,000 for FY 17/18). The San Mateo County Transportation Authority (TA) Measure A Program will provide approximately $9,000,000 for the two-year funding cycle. The C/CAG funding will be predicated on the C/CAG Board of Directors approving shuttle funding in the amount of $500,000 for each fiscal year through the budget adoption process.

BACKGROUND/DISCUSSION

For the upcoming San Mateo County Shuttle Program, C/CAG will partner will the San Mateo County Transportation Authority to issue the third joint call for projects. Staff developed a "one call" process utilizing one application and scoring criteria for both C/CAG and TA funding sources. The combined program is designed to utilize one call for projects, one application, and one scoring committee. The funding cycle as developed is a two-year cycle and includes FY 16/17 and FY 17/18. Once proposed projects have been scored they will be brought to each respective Board of Directors for the funding allocation from the respective agency. Staff will try to award only one source of funds (C/CAG or TA) for each shuttle program sponsor.

The result of this process will be one prioritized list of projects identifying the funding and administering agency. After the funding allocations are made by each Board of Directors, staff from each agency will be responsible for administering corresponding funding agreements with the shuttle program project sponsors. Progress reporting requirements will be the same for both

agencies.

There is one new policy being proposed to be included as part of this cycle.

- Sponsors of new shuttles as well as sponsors of existing shuttles that do not meet operating cost per passenger or passenger per service hour benchmarks will be required to consult with SamTrans operations planning staff for shuttle technical assistance prior to the submittal of an application and are encouraged to continue to seek assistance as needed during the current shuttle funding cycle.

It is being proposed that the following funding cycle, FY 18/19 and FY 19/20, will include the following policy.

- Sponsors with existing shuttles that have been in operation prior to FY 16/17 and do not meet the operating cost per passenger benchmark during FY 16/17 will be required to increase their share of required matching funds in subsequent shuttle funding cycles, up to a maximum of 50%, towards costs that exceed the benchmark.

The established shuttle performance benchmarks are as follows:

Benchmark	Commuter Shuttles	Community Shuttles	Door to Door Shuttles
Cost per passenger	$7	$9	$18
Passengers per service hour	15	10	2

The minimum match is twenty five percent (25%) of the total project cost. Project applicants include local jurisdictions and/or public agencies. A governing board resolution that confirms that the jurisdiction/agency approves of the application submittal and commits to providing the matching funds must be submitted along with the application.

Both the Congestion Management Program Technical Advisory Committee (TAC) and the Congestion Management and Environmental Quality (CMEQ) Committee have recommended approval of the San Mateo County Shuttle Program Call for Projects.

Proposed Timeline for the San Mateo County Shuttle Program for FY 16/17 & FY 17/18:

- November 19, 2015 – Technical Advisory Committee Call for Projects Review
- November 30, 2015 – Congestion Management and Environmental Quality Committee Call for Projects Review
- December 10, 2015 – C/CAG Board of Directors Call for Projects Review and Approval
- December 14, 2015 – Issue Call for Projects for FY 16/17 & FY 17/16 San Mateo County Shuttle Program
- December 15, 2015 – Application Workshop at SamTrans offices
- February 12, 2016 – Shuttle Program Applications Due
- March 14-18, 2016 – Convene Shuttle Program Evaluation Committee
- April 21, 2016 – CMP Technical Advisory Committee Recommended Project List Review
- April 25, 2016 – Congestion Management and Environmental Quality Committee Recommended Project List Review

- May 5, 2016 – Transportation Authority Board of Directors Project List Final Review and Approval
- May 12, 2016 – C/CAG Board of Directors Project List Review and Approval

ATTACHMENTS

- San Mateo County Shuttle Program Call for Projects FY 2016/2017 & 2017/2018
- Shuttle application forms available online at http://ccag.ca.gov/committees/board-of-directors/
- Non-Supplantation of Funds Certification available online at http://ccag.ca.gov/committees/board-of-directors/

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY

SAN MATEO COUNTY Transportation Authority

TO: City/County Managers
Public Works Directors

FROM: Tom Madalena, C/CAG
Joel Slavit, SMCTA

DATE: December 14, 2015

RE: **Call for Projects: San Mateo County Shuttle Program FY 2016/2017 & FY 2017/2018**

This memo transmits the guidelines and criteria for the San Mateo County Shuttle Program for FY 2016/2017 & FY 2017/2018, a combination of the C/CAG Local Transportation Services Program under the Countywide Congestion Relief Plan and the San Mateo County Transportation Authority (TA) Measure A Sales Tax Program. This combined funding program offers $10,000,000 available on a competitive basis for a two-year funding cycle. Eligible applicants in San Mateo County can apply for funding to establish local shuttle services that are designed to assist residents and employees to travel within San Mateo County or to connect with a regional transportation service (major SamTrans routes, Caltrain, BART, ferries). Eligible applicants include local jurisdictions and/or public agencies within San Mateo County. Projects that are coordinated among multiple jurisdictions are encouraged. The funding for this Call for Projects is to start new local transportation services, augment existing services, or continue projects previously funded under the Congestion Relief Plan and/or the Measure A Sales Tax Local Shuttle Program. Shuttles funded through this program must be open to the general public. Shuttles projects must conform to all applicable federal, state and local laws and regulations.

In order to qualify for funding, the project sponsor must provide a minimum of 25% of the total cost of the program. The source of matching funds is at the discretion of the project sponsor, although matching funds must not be C/CAG funds or San Mateo County Transportation Authority Measure A Local Shuttle Program funds. Direct costs for operations, marketing and administration of shuttles are eligible.

Sponsors of new shuttles as well as sponsors of existing shuttles that do not meet the established operating cost per passenger or passenger per service hour benchmarks will be required to consult with SamTrans operations planning staff for shuttle technical assistance prior to the submittal of an application and are encouraged to continue to seek assistance as needed during the FY 16/17 and FY 17/18 shuttle funding cycle.

It is anticipated that sponsors with existing shuttles that have been in operation prior to FY 16/17 and that do not meet the operating cost per passenger benchmark during FY 16/17 will be required to increase their share of required matching funds in subsequent shuttle funding cycles, up to a maximum of 50%, to help pay for the extra cost increment incurred that exceeds the benchmark.

Local jurisdictions and/or public agencies must be the applicant for the funds; however they may use other entities such as SamTrans, the Peninsula Traffic Congestion Relief Alliance (Commute.org) or others to manage and/or operate the service. Employers and private entities are not eligible to apply directly, however they may partner with a local jurisdiction or public agency which would be the applicant. A letter of concurrence/sponsorship from SamTrans is required to confirm that the shuttle route(s) shall not duplicate SamTrans fixed-route service. Please contact Tracey Lin, Operations Planning [(650)-508-6457, lintr@samtrans.com], no later than **January 5, 2016** to request the letter of concurrence/sponsorship.

Submit one unbound original, seven hard copies and one electronic copy of the application. Applications may be emailed to callforprojects@samtrans.com and mailed to:

Pete Rasmussen
SMCTA
1250 San Carlos Ave.
San Carlos, CA 94070

The application deadline is 4:00 p.m. Friday February 12, 2016. An application workshop will be held at 1:30 p.m. on Tuesday December 15, 2015 in the 2nd Floor Auditorium of the SamTrans office in San Carlos. The applications must include the information listed below and must be completed with the attached Microsoft Word application forms. Projects (both new and existing) may be considered for reduced funding in the event that there are insufficient funds to fully fund the requested amount. C/CAG and the TA intend to program funds such that each shuttle program funded through this funding cycle will only receive one funding source.

EVALUATION PROCESS (dates are subject to change)

An evaluation panel will review the applications and develop recommendations for publication by March 28, 2016. These recommendations will be presented to the TA Citizen Advisory Committee (CAC) on April 5, 2016 and to the TA Board on April 7, 2016. The recommendations will be presented to the C/CAG Congestion Management Program Technical Advisory Committee (TAC) on April 21, 2015. The TAC recommendation will go to the C/CAG Congestion Management and Environmental Quality Committee (CMEQ) on April 25, 2016. The recommendations will also go to the CAC on May 3, 2016. The TA Board of Directors and the C/CAG Board of Directors will each develop a program of projects after consideration of the recommendations provided by the TAC, CMEQ, and CAC on May 5, 2016 and May 12, 2016, respectively.

Attachments:

- San Mateo County Shuttle Program Application FY 16/17 & 17/18 for Existing Shuttles
- San Mateo County Shuttle Program Application FY 16/17 & 17/18 for New Shuttles
- San Mateo County Shuttle Program Criteria
- Non-supplantation of funds certification

San Mateo County Shuttle Program Criteria

Eligibility Criteria	San Mateo County Shuttle Program Call for Projects FY 16/17 & FY 17/18
Minimum Local Match	- 25%
Local Match	- C/CAG or Measure A Shuttle funds cannot be used as the local match for either funding agency. - Measure A Local Streets/Transportation Funds may be used.
Program Purpose	- Provide local shuttle services for residents and employees to travel within or to connect with regional transportation/transit service within San Mateo County.
Eligible Applicants	- Local jurisdictions and/or public agencies are eligible applicants for the funds, however they must obtain a letter of concurrence/sponsorship from SamTrans. They may partner with other public, non-profit or private entities to co-sponsor shuttles. - Grant applicants may also contract with other public, non-profit or private entities to manage and/or operate the shuttle service.
Eligible Costs	- Costs directly tied to the shuttle service, such as operations, marketing and outreach, and staff time directly associated with shuttle administration are eligible. - Leasing of vehicles is an eligible expense; vehicle purchase is not. - Overhead, indirect or other staff costs are not eligible.
Minimum Requirements	- Project is located in San Mateo County - Project is a shuttle service that meets local mobility needs and/or provides access to regional transit. - Funding is for operations open to the general public - Shuttles must be compliant with the Americans with Disabilities Act(ADA).
Other Requirements	- Any change to the proposed service prior to implementation or during the funding period must be approved by the funding agency (TA or C/CAG) with the concurrence of SamTrans.

Screening Criteria	Existing Shuttles	New Shuttles
Non-Supplantation Certification	Funding request does not substitute for existing funds.	NA
Letter of Concurrence/ Sponsorship	Evidence of coordination with SamTrans, through a letter of concurrence from SamTrans, that shuttle routes do not duplicate SamTrans fixed-route or other public shuttle service, is required. If there are proposed route and/or schedule changes to existing shuttle service, applicant shall provide a letter of concurrence from SamTrans regarding the proposed changes.	Evidence of coordination with SamTrans, through a letter of concurrence from SamTrans, that proposed shuttle routes does not duplicate SamTrans fixed route or other public shuttle service, is required.
Governing Board Resolution	A governing board resolution in support of the project is required.	
Technical Assistance	Sponsors of new as well as existing shuttles that have not met the established cost/passenger and passengers/service hour benchmarks, from FY 14/15, are required to consultant with SamTrans operations planning staff prior to the submission of a funding application for guidance on how to best provide cost effective service to meet the identified need.	

Scoring Criteria	Existing Shuttles	New Shuttles
Need & Readiness	**Need – 20 points** -Provides service to an area underserved by other public transit -Provides congestion relief in San Mateo County -Provides services to special populations (e.g. low income/transit dependent, seniors, disabled, other) -Provides transportation to the services used by special populations -Letters of support from stakeholders **Readiness – 20 points** Solid service plan in place describing how the shuttle service will be delivered for the 2-year funding period including: a. Service area (routes/maps, destinations served) b. Specific rail stations, ferry or major SamTrans transit centers served c. Schedule (days, times, frequency) - show coordination with scheduled transit service d. Marketing plan/activities (advertising, outreach, signage, etc.) e. Service Provider f. Administration and oversight (whom?) g. Monitoring/evaluation plan/activities (performance data, complaints/ compliments, surveys) h. Co-sponsors/stakeholders (roles?) i. Ridership characteristics: e.g. commuter/ employees, seniors, students, etc j. Any significant changes to existing service k. Did applicant use the Technical Assistance Program offered by SamTrans & the Alliance to improve underperforming routes? **Solid funding plan with budgeted line items for:** a. Contractor (operator/vendor) cost b. Fuel c. Insurance d. Administrative (Staff oversight) e. Other direct costs (e.g. marketing) f. Total operating cost g. Notes/exceptions (e.g. if there are projected differences between the 1st and 2nd year costs)	**Need – 25 points** -Provides service to an area underserved by other public transit -Provides congestion relief in San Mateo County -Provides services to special populations (e.g. low income/transit dependent, seniors, disabled, other) -Provides transportation to the services used by special populations -Letters of support from stakeholders **Readiness – 25 points** Solid service plan in place describing how the shuttle service will be delivered for the 2-year funding period including: a. Service area (routes/maps, destinations served) b. Service plan development c. Specific rail stations, ferry or major SamTrans transit centers served d. Schedule (days, times, frequency) - show coordination with scheduled transit service e. Marketing plan/activities (advertising, outreach, signage, etc.) f. Service Provider g. Administration and oversight (whom?) h. Monitoring/evaluation plan/activities (performance data, complaints/ compliments, surveys) i. Co-sponsors/stakeholders (roles?) j. Ridership characteristics: e.g. commuter/ employees, seniors, students, etc k. Any significant changes to existing service l. Planning process for shuttles (extent of public planning process, use of SamTrans & Alliance Technical Assistance Program) **Solid funding plan with budgeted line items for:** a. Contractor (operator/vendor) cost b. Administrative (Staff oversight) c. Other direct costs (e.g. marketing) d. Total operating cost e. Notes/exceptions (e.g. if there are projected differences between the 1st and 2nd year costs)
Effectiveness	**Effectiveness – 25 points** - Annual average operating cost per passenger for the prior 12 months - Annual average passengers per revenue vehicle hour of service for the prior 12 months - Service links with other fixed route transit (more points for higher ridership routes) - Improves access from transit oriented development to major activity nodes - Reduces single occupant vehicle (SOV) trips and vehicle miles traveled (VMT)	**Effectiveness - 15 points** - Projected ridership, operating costs, and revenue vehicle hours of shuttle service to be provided in the first and second years of shuttle service. - State assumptions and document justification where possible - Proposed service links with other fixed route transit (more points for higher ridership routes) - Proposed service improves access from transit oriented development to major activity nodes - Proposed service reduces single occupant vehicle (SOV) trips and vehicle miles traveled (VMT)
Funding Leverage – 20 points	**Percentage of matching funds contribution:** 25 to < 50% - up to 10 points 50 to < 75% - up to 15 points 75 to < 99% - up to 18 points Private sector funding proposed (supports less public subsidy) – 2 points	**Percentage of matching funds contribution:** 25 to < 50% - up to 10 points 50 to < 75% - up to 15 points 75 to < 99% - up to 18 points Private sector funding proposed (supports less public subsidy) – 2 points
Policy Consistency & Sustainability – 15 points	- Proposed shuttle is included in an adopted local, special area, county or regional plan (e.g. community-based transportation plan, general plan, Grand Blvd. Initiative, MTC Priority Development Area, etc.) - Supports jobs and housing growth/economic development - Use of clean fuel vehicle(s) for service - Shuttle accommodates bicycles - Cost savings demonstrated through sharing of resources (shuttle operator provides reduced rates if service used for peak and off-peak service)	- Proposed shuttle is included in an adopted local, special area, county or regional plan (e.g. community-based transportation plan, general plan, Grand Blvd. Initiative, MTC Priority Development Area, etc.) - Supports jobs and housing growth/economic development - Use of clean fuel vehicle(s) for service - Shuttle accommodates bicycles - Cost savings demonstrated through sharing of resources (shuttle operator provides reduced rates if service used for peak and off-peak service)
	Maximum Point Total - 100	**Maximum Point Total - 100**

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, C/CAG Executive Director

Subject: Review and approval of Resolution 15-55 authorizing the C/CAG Chair to execute an agreement with Parisi Transportation Consulting to provide services for the development of the San Mateo County Safe Routes to School 5-Year Evaluation Report in an amount not to exceed $42,495.

(For further information or response to questions, contact Jeff Lacap at 650-599-1455)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 15-55 authorizing the C/CAG Chair to execute an agreement with Parisi Transportation Consulting to provide services for the development of the San Mateo County Safe Routes to School 5-Year Evaluation Report in an amount not to exceed $42,495.

FISCAL IMPACT

Not to exceed $42,495

SOURCE OF FUNDS

Measure M ($10 Vehicle Registration Fee).

BACKGROUND

The overall goal of the San Mateo County Safe Routes to School Program (Program) is to enable and encourage children to walk or bicycle to schools by implementing projects and activities to improve health and safety, and also reduce traffic congestion due to school-related travels. The Program, initiated in June 2011, is funded by a combination of federal funds received from the Regional Safe Routes to School Program and local Measure M ($10 Vehicle Registration Fee). In addition to providing student safety education, outreach, encouragement, and evaluation activities, the Program includes performing walk and bike audits to document factors that impacts safe walking and bicycling as well as traffic congestion attributed to school-related travels.

The Program began in the 2011-2012 School Year and is currently entering its fifth year (School Year 2015-16). High level evaluation was conducted for each year of the program which included data from student hand tallies and parent surveys to gauge how effective the program was.

C/CAG has contracted with the San Mateo County of Education (COE) to serve as the agency to implement the Program and will work with COE staff in guiding the development of the 5-Year Evaluation Report.

This evaluation report comes as the second cycle of SRTS Program comes to an end after the 2016-2017 school year, and therefore, marks an ideal time to look back at the evolution of the program and the overall history of the five year program. The report identifies aspects of the program that continue to make the SRTS program successful, as well as those that require improvement. Lastly, the report will outline a number of recommendations that are intended to improve the effectiveness of the SRTS program.

In selecting Parisi Transportation Consulting (Parisi) to perform the work, staff followed the adopted C/CAG Procurement Policy. With the contract amount between 25,001 and $49,999, a formal request for proposal (RFP) was not required. In compliance with the Policy, staff selected the consultant based the following criteria: C/CAG, through our own RFP process, had also selected Parisi as a technical consultant for the San Mateo County Safe Routes to School Program during the 2013-14 and 2014-15 school year.

ATTACHMENT

Resolution 15-55
Agreement with Parisi Transportation Consulting

RESOLUTION 15-55

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH PARISI TRANSPORTATION CONSULTING TO PROVIDE SERVICES FOR THE DEVELOPMENT OF THE SAN MATEO COUNTY SAFE ROUTES TO SCHOOL 5-YEAR EVALUATION REPORT IN AN AMOUNT NOT TO EXCEED $42,495

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

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

WHEREAS, Measure M, the $10 Vehicle Registration Fee program for San Mateo County, allocates 6% of the net fees collected for the Safe Routes to School (SRTS) Program; and

WHEREAS, the overall goal of the SRTS Program is to enable and encourage children to walk or bicycle to schools by implementing projects and activities to improve health and safety; and

WHEREAS, the SRTS Program is approaching its fifth year in service and is an optimal time to evaluate the effectiveness of the program; and

WHEREAS, C/CAG selected Parisi Transportation Consulting through a competitive process to provide engineering services for the San Mateo County Safe Routes to School 5-Year Evaluation Report.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement with Parisi Transportation Consulting in the amount not to exceed $42,495.

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER 2015.

_____

Mary Ann Nihart, Chair

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
PARISI TRANSPORTATION CONSULTING

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 Parisi Transportation Consulting, hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, C/CAG is prepared to award funding for development of the San Mateo County Safe Routes to School 5-Year Evaluation Report; 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 July 31, 2016.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor based on the project budget set forth in Exhibit B up to a maximum amount of forty two thousand four hundred ninety-five dollars ($42,495) for Services provided during the Contract Term as set forth below. The hours stated in Exhibit B are intended to be an estimate of the amount of time Contractor expects to spend on each task. Payments shall be made to Contractor monthly based on an acceptable invoice submitted by Contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

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

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

5. Contract Term. This Agreement shall be in effect as of _____ and shall terminate on May 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, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Contractor, its agents, subcontractors, 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. 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 Exhibits A and B 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: Jeffrey Lacap

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

Parisi Transportation Consulting
1750 Bridgeway, Suite B208
Sausalito, CA USA 94965
Attention: David Parisi

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

Parisi Transportation Consulting (Contractor)

By _____ _____
Date

City/County Association of Governments (C/CAG)

By _____ _____
Mary Ann Nihart, C/CAG Chair Date

C/CAG Legal Counsel

By_____

EXHIBIT A

SCOPE OF WORK

San Mateo County Safe Routes to School Evaluation

This document presents the scope of work, schedule and budget for the evaluation of the San Mateo County Safe Routes to School (SRTS) program (hereafter referred as the "Evaluation"). The Evaluation will be conducted by Parisi Transportation Consulting (Parisi) for the City/County Association of Governments (C/CAG).

The 2015 – 2016 school year will serve as the fifth year of the San Mateo County SRTS program, marking an ideal time to look back at the evolution of the program from 2011-2015 to 2015-2016 school years and develop a path forward that would foster future growth and enhances the long-term sustainability of the program.

Task 1: Kick-Off Meeting / Refine Scope and Schedule

The purpose of Task 1 is to define the approach to conducting the Evaluation. Parisi will meet with C/CAG for a "kick-off" meeting to refine the scope of work and detail the Evaluation schedule.

Task 2: Summarize Existing Data

Data availability will be instrumental for the Evaluation. C/CAG will provide Parisi with data collected during the SRTS program. Parisi expects that the data provided by C/CAG will be validated and tabulated in a manner that will facilitate review and summary by Parisi. The data should include (but would not be limited to):

- Student tallies;
- Parent surveys;
- School participation by SRTS program element;
- Curriculum and schedule of education and encouragement programs;
- Walk audit dates and locations;
- Annual reports; and,
- Funding sources and allocations.

Task 3: Conduct Evaluation and Provide Recommendations

The purpose of this task will be to conduct the Evaluation of the SRTS program based on information gathered as part of the previous tasks. This information will be used to develop an Evaluation report that provides an overview of the SRTS program, summarizes the results of Task 2, and provides insights and recommendations for the future of the SRTS program.

The report will be based on the outline attached to this scope of work. The report will include an introduction to the San Mateo County SRTS program and will summarize the existing program data provided by C/CAG. Parisi will provide recommendations for countywide improvements to

the existing SRTS program, as well as a strategy for program expansion for both participating and non-participating schools.

Additionally, the Evaluation report will include a summary of the existing funding sources for the SRTS program, the allocations of existing funds, and a determination of funding needs for both participating and non-participating schools. As part of the recommendations for the report Parisi will include recommendations on funding opportunity areas to strengthen the fiscal sustainability of the SRTS program.

As part of the Evaluation, Parisi will provide a qualitative comparison of the San Mateo County SRTS program with the Alameda County and the Marin County SRTS programs. The purpose of the comparison will be to highlight successful strategies employed by Alameda County and Marin County that could be considered for implementation in San Mateo County. The Evaluation report will briefly summarize the results of the qualitative comparison between the programs.

Parisi will provide C/CAG with one draft report for review and comments. Parisi will respond to one set of comments from C/CAG, and incorporate the comments (as appropriate) into the final report.

In addition to an Evaluation report, Parisi will provide C/CAG with a stand-alone executive summary that provides an overview of the Evaluation report content.

Task 4: Meetings

The SRTS Evaluation will be an ongoing collaborative effort between Parisi and C/CAG. Coordination meetings will be conducted to track the progress of the Evaluation, as well as facilitate the sharing of information and the development of next steps.

Parisi will attend one monthly coordination meeting (beginning with an Evaluation kickoff) during the report development. Parisi has budgeted up to a total of two additional meetings. Parisi will prepare and distribute meeting summaries to meeting attendees.

Task 5: Project Management

This task consists of communications with C/CAG as well as other relevant stakeholders as necessary, and the preparation of progress reports and invoices.

The Parisi team's project manager will coordinate regularly with C/CAG, including bi-weekly phone calls. Coordination will consist of emails, phone calls, and up to five monthly meetings to gather data and review guidelines, analysis and concepts.

The team will prepare progress reports and invoices on a monthly basis. The progress reports will include a description of work completed, potential issues and resolutions, budget status, and schedule status.

Task 6: Schedule

Parisi will adhere to the following schedule during the Evaluation.

Task	*Period*					
	2015	*2016*				
	Dec	*Jan*	*Feb*	*March*	*April*	*May*
Evaluation Kickoff						
Data Compilation / Review						
Fall Surveys						
Draft Report						
Final Report						
Presentation						

San Mateo County Safe Routes to School 5-Year Evaluation Report Outline

- Executive Summary
  - Present SRTS program highlights from first five years
  - Highlight countywide implementation of five E's i.e., Engineering, Enforcement, Encouragement, Education, and Evaluation

- Introduction
  - Define evaluation purpose
  - Present evaluation methodology

- Program Overview
  - Introduce Safe Routes to School program and stakeholders in San Mateo County
    - Identify participating schools – by geographical location and grade level
    - Determine characteristics of non-participating schools (geographical, socio-economical etc.)
  - Summarize mode shifts
    - Present travel survey results
    - Identify trends in mode shifts

- Education and Encouragement
  - Description of existing educational programs
  - Description of existing encouragement programs
  - Participating schools – description of which schools participate in what programs
    - Summarize attendance by school and / or program
    - Identify program initiatives
    - Highlight success stories especially schools that "think outside of the box"
  - How are the programs run i.e., by whom, how often, where (on-site / off-site)
  - Effectiveness of the programs
    - Identify historic trends from program implementation
    - Identify potential mode shifts
    - Highlight success stories
  - Recommendations
    - Identify ways to improve programs and introduce new programs
    - Provide outreach strategies for non-participating schools

- Enforcement
  - Summarize existing enforcement tools based on C/CAG input
  - Recommendations
    - Identify potential enforcement tools

- Engineering
  - Identify SRTS infrastructure improvements undertaken during the last five years
  - Stakeholder engagement
    - Determine types of desired improvements
    - Evaluate satisfaction with previous infrastructure improvements
    - Determine plans for the future

- Comparison with the Alameda County and Marin County SRTS programs
  - Provide a brief history and overview of the Alameda County and Marin County SRTS programs
  - Compare percentages of school participation by county
  - Compare existing mode shares and mode share shifts since SRTS Implementation
  - Compare existing educational and encouragement programs – curriculum, participation, success stories etc.
  - Highlight successful programs and strategies from Alameda and Marin County SRTS

- Funding
  - Identify funding sources and distribution
    - CCAG Measure M – always dedicated to SRTS
    - Measure A
    - OBAG 2 FUNDS
  - Summarize historical trends in funding
    - Number of applications
    - Type of initiated programs initiated
  - Recommendations
    - Evaluate program sustainability based on existing funding sources
    - Identify ways to secure consistent funding – aim to create a financially sustainable SRTS program
    - Determine how / when to evaluate program funding

- Looking Ahead
  - Develop a strategic plan
  - Determine opportunity areas for each of the five E's
  - Identify and prioritize infrastructure needs for schools
  - Create strategy for expansion to non-participating schools
  - Develop strategies to create a financially sustainable program

EXHIBIT B: San Mateo County Safe Routes to School 5-Year Evaluation Budget

	Task	Parisi Transportation Consulting Hours				Costs		
		Principal $195	Sen. Engr. $170	Assoc. Engr. $145	Tech./Admin. $95	Labor	Expenses	Totals
1.0	Kick-Off Meeting / Refine Scope of Work and Schedule	8	0	8	4	$3,100	$125	$3,225
2.0	Review Existing Data	12	16	40	8	$11,620	$200	$11,820
3.0	Conduct Evaluation and Provide Recommendations	24	16	80	16	$20,520	$500	$21,020
4.0	Meetings	9	0	9	3	$3,345	$125	$3,470
5.0	Project Management	8	0	6	4	$2,810	$150	$2,960
	Totals	**61**	**32**	**143**	**35**	**$41,395**	**$1,100**	**$42,495**

C/CAG AGENDA REPORT

Date: December 10, 2015

To: City/County Association of Governments Board of Directors

From: Sandy Wong, Executive Director

Subject: Funding Summary and Update for the San Mateo County Smart Corridor Project

(For further information or response to questions, contact Sandy Wong at 650-599-1409 or John Hoang at 650-363-4105)

RECOMMENDATION

That the Board receives a funding summary and update for the San Mateo County Smart Corridor Project.

FISCAL IMPACT

$35.3 million

SOURCE OF FUNDS

State Transportation Improvement Program (STIP)	$12.2 million
Traffic Light Synchronization Program (TLSP)	$17.5 million
San Mateo County Transportation Authority	$3.0 million
C/CAG (Vehicle License Fee)	$2.28 million
Federal Congestion Management and Air Quality (CMAQ)	$367,000

BACKGROUND

The San Mateo County Smart Corridor Project was originally funded for approximately $25 million from I-380 to Whipple Ave in Redwood City. The project was later expanded to approximately $35 million by extending the project limit from Whipple Ave to the Santa Clara County border, due to C/CAG's success in obtaining an additional State grant from the Prop 1B Traffic Light Synchronization Program (TLSP) program.

The San Mateo County Smart Corridor Project is an Intelligent Transportation System (ITS) project extending approximately 20 miles along the El Camino Real corridor from the Santa Clara County line to I-380 and includes major local streets connecting to US-101. The project deploys new signal system software that integrates over 250 Caltrans and city-owned signals along El Camino Real and major local arterials. The project also includes installation of fiber-optic communication system, trailblazer and arterial dynamic message signs, and an integrate traffic operation system that comprises of closed-circuit television cameras (CCTV) and vehicle detection systems. The Project provides a countywide traffic management system infrastructure that will enable local cities and Caltrans to cooperatively monitor traffic operations, obtain traffic data, proactively manage day to day traffic, implement traffic management strategies remotely, and also facilitate local traffic impacts due to major incidents on the freeway.

Funding for the Project comes a variety of sources including the Traffic Light Synchronization Program (TLSP) grant funds (part of the Prop 1B Infrastructure Bond), in which C/CAG applied for and initially awarded $10 million. Subsequently, C/CAG was able to secure and additional $7.5 million in TLSP for a total of $17.5 million. C/CAG also programmed $12.2 million in State Transportation Improvement Program (STIP) allocated to San Mateo County. Other fund includes $367,000 from federal Congestion Management and Air Quality (CMAQ) funds provided by the Metropolitan Transportation Commission (MTC). Local matching funds included $3 million from the Transportation Authority Measure A and $2.28 million from C/CAG's Congestion Relief Program (CRP) and Vehicle Registration Fees (AB 1546 and Measure M).

The additional funds received from the TLSP enabled the project, initially designed for the segment between Whipple Avenue to I-380, to be expanded to the southern part of the County. Construction of the Demonstration Project in the City of San Mateo began in 2010 and was completed in 2013. Construction of the main segments of the project, both within State right-of-way and within the city limits, began in the summer of 2012 with major construction completed this year and the project close out process underway. Work on development of the Signal System and the System Integration process began in 2013. The development of the Incident Response Plan began in 2014. All three projects are near completion and are expected to be significantly completed early next year.

C/CAG staff has provided Smart Corridor Project funding and status updates regularly throughout the duration of the project over the past several years. The following table provides a summary of the five separate projects that comprise the overall Smart Corridor Project, including cost, funding source, and current status. With the final construction phases essentially completed, it is anticipated that the Smart Corridor System will be tested in December 2015 and fully implemented and operational during the early part of 2016.

Project	Description	Limits	Total $ million	TLSP	STIP	CMAQ	Local	Status
1	Demonstration Project in City of San Mateo	San Mateo	1.50	1.00			0.50	Completed - April 2013
2	Local - Design, Construction and Support	Santa Clara Co. to I-380	12.71	3.46	6.77		2.48	Major Construction Completed - Project Close Out in Progress
3	State - Design, Construction and Support	Whipple Ave to I-380	10.84	5.55	4.23	0.37	0.70	Completed - May 2014
4a	Signal System	All	1.50				1.50	95% Completed
4b	System Integration	All	0.66		0.66			95% Completed
4c	Incident Response Plan	All	0.49		0.49			95% Completed
4d	Fiber Installation at cities	Individual cities	0.10				0.10	Completed - Sept 2015
5	State - Design, Construction and Support	Santa Clara Co. to Whipple Ave	7.50	7.50				Major Construction Completed - Project Close Out in Progress
		TOTAL	**35.30**	**17.50**	**12.15**	**0.37**	**5.28**	

ATTACHMENTS

None

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

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

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

RECOMMENDATION

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)

FISCAL IMPACT

Unknown.

SOURCE OF FUNDS

N/A

BACKGROUND

The C/CAG Legislative Committee receives monthly written reports and oral briefings from the C/CAG's State legislative advocates. Important or interesting issues that arise out of that meeting are reported to the Board.

The Legislative session adjourned for interim recess on September 11, 2015. The second year of the session will resume on January 4, 2016.

ATTACHMENTS

1. December 2015 Legislative update from Shaw/ Yoder/ Antwih, Inc.
2. Full Legislative information is available for specific bills at http://leginfo.legislature.ca.gov/

SHAW/YODER/ANTWIH, *inc.*

LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

DATE: November 24, 2015

TO: Board Members, City/County Association of Governments, San Mateo County

FROM: Andrew Antwih and Matt Robinson, Shaw / Yoder / Antwih, Inc.

RE: STATE LEGISLATIVE UPDATE – December 2015

Legislative Update

The Legislature is in the midst of its interim recess and will reconvene on January 4, 2016 to begin the second year of the two-year legislative session. On or before January 10, the Governor will release the Administration's proposed 2016-17 budget. Below, under ***Bills of Interest***, we have provided a status update on bills we have been tracking for the C/CAG Board.

Transportation Special Session

After several informational and policy hearings, the special session on transportation, called by the Governor on June 16, failed to produce a comprehensive transportation funding plan for consideration. In the final days of the legislative session, Governor Brown announced a $3.6 billion proposal that would fund state highways, goods movement, local streets & roads, public transit, and complete streets, as well as $890 million in one-time funding from early loan repayments. The ongoing proposal would be paid for using a mix of fuel excise tax increases, increased vehicle registration fees, and Cap and Trade revenue.

Governor Brown's proposal failed to gain any traction in the waning days of the session and it was ultimately decided that the Legislature would convene a conference committee, made-up of 10 members of the Legislature, including **Senators Beall (D-San Jose, Co-Chair)**, Allen (D-Santa Monica), Leyva (D-Chino), Cannella (R-Ceres), and Gaines (R-El Dorado Hills) and Assembly Members Gomez (D-Los Angeles, Co-Chair), **Mullin (D-South San Francisco)**, Burke (D-Inglewood), Melendez (R-Lake Elsinore) and Obernolte (R-Big Bear Lake). The conference committee held its first two hearings on October 16 (Sacramento) and October 21 (Ontario). The hearings were primarily focused on the needs of state highways and local streets & roads, but there was some discussion of the Governor's proposal to fund transit and how the Cap and Trade funding would be appropriated. It is rumored that the Conference Committee members have been meeting behind closed doors with the goal of finding a solution. As mentioned above, the Legislature reconvenes in early January and at that time, could consider the plan developed by the Conference Committee should one materialize.

Cap and Trade
The Legislature has yet to propose a spending plan for the majority of the remaining 40 percent of the Cap and Trade revenues that aren't subject to continuous appropriation. As part of his January 2015 Budget, the Governor proposed investments in clean transportation, sustainable forestry, clean energy, water efficiency, and waste diversion. With the release of his proposed transportation funding plan, the Governor pivoted slightly and included a significant level of additional investment in transit and complete streets. The Legislature and the Governor will revisit Cap and Trade funding when they return in January and a plan may be included as part of the January 2016 budget release.

The Air Resources Board conducted its second auction of the 2015-16 Fiscal Year on November 17, the result of which is unknown at this time. However, approximately $650 million in revenue was generated for the state at its August 18 auction and it is reasonable to assume a similar amount could be generated from the November auction.

Special Session Bills
ABX1 1 (Alejo) Vehicle Weight Fees
This bill would undo the statutory scheme that allows vehicles weight fees from being transferred to the general fund from the State Highway Account to pay debt-service on transportation bonds and requires the repayment of any outstanding loans from transportation funds by December 31, 2018. **The Board is in SUPPORT of this bill.**

SBX1 1 (Beall) Transportation Funding
This bill, like the author's SB 16, would increase several taxes and fees, beginning in 2015, to address issues of deferred maintenance on state highways and local streets and roads. Specifically, this bill would increase both the gasoline and diesel excise taxes by 12 and 22 cents, respectively; increase the vehicle registration fee by $35; create a new $100 vehicle registration fee applicable to zero-emission motor vehicles; create a new $35 road access charge on each vehicle; and repay outstanding transportation loans. As a result, transportation funding would increase by approximately $3-$3.5 billion per year. **The Board is in SUPPORT of this bill.**

ABX1 7 (Nezarian) and SBX1 8 (Hill) Cap and Trade Increase for Rail and Transit
This bill would increase the amount of funding continuously appropriated to two Cap and Trade programs dedicated to transit - 20% of the annual proceeds to the Transit and Intercity Rail Capital Program and 10% of the annual proceeds to the Low Carbon Transit Operations Program. **The Board is in SUPPORT of these bills.**

Regular Session Bills of Interest
(The Governor signed bills listed in green. Bills listed in red were vetoed.)

ACA 4 (Frazier) Lower-Voter Threshold for Transportation Taxes
This bill would lower voter approval requirements from two-thirds to 55 percent for the imposition of special taxes used to provide funding for transportation purposes. **The Board is in SUPPORT of this bill.**

AB 194 (Frazier) Managed Lanes (Signed on 10/9/15)
This bill would authorize a regional transportation agency to apply to the California Transportation Commission to operate a high-occupancy toll (HOT) lane. This bill further requires that a regional transportation agency "consult" with any local transportation authority (e.g. C/CAG) prior to applying for a HOT lane if any portion of the lane exists in the local transportation authority's jurisdiction. This bill also specifically does not authorize the conversion of a mixed-flow lane into a HOT lane. **The Board is in SUPPORT of this bill.**

AB 227 (Alejo) Vehicle Weight-Fees
This bill would undo the statutory scheme that allows vehicles weight fees from being transferred to the general fund from the State Highway Account to pay debt-service on transportation bonds and requires the repayment of any outstanding loans from transportation funds by December 31, 2018. **The Board is in SUPPORT of this bill.**

AB 378 (Mullin) US 101 Congestion Relief
This bill is a placeholder for legislation that will eventually target congestion relief on US 101. The author began meeting with stakeholder groups, including C/CAG, to discuss solutions to the US 101. This will be an ongoing effort and the bill may not move until next year.

AB 464 (Mullin) Local Sales Tax Limit Increase (Vetoed on 8/17/15)
This bill would increase, from 2 percent to 3 percent, the statewide cap on sales tax at the local level. Currently, the statewide sales tax may not exceed 9.5 percent when combined with any local sales tax. This would increase the overall limit to 10.5 percent. **The Board is in SUPPORT of this bill.**

AB 516 (Mullin) Temporary License Plates
This bill would, beginning January 1, 2017, require the Department of Motor Vehicles (DMV) to develop a temporary license plate to be displayed on vehicles sold in California and creates new fees and penalties associated with the processing and display of the temporary tag. **The Board is in SUPPORT of this bill.**

AB 779 (Garcia) Congestion Management Programs
This bill would delete the level of service standards as an element of a congestion management program in infill opportunity zones and revise and recast the requirements for other elements of a congestion management program.

AB 1098 (Bloom) Congestion Management Plans
This bill would delete the level of service standards as an element of a congestion management planning and revise and recast the requirements for other elements of a congestion management program by requiring performance measures to include vehicle miles traveled, air emissions, and bicycle, transit, and pedestrian mode share.

AB 1362 (Gordon) Constitutional Stormwater Definition
The Constitution requires a majority vote of impacted property owners vote or a two-thirds vote of all voters living within a designated area in order to impose a property-related fee. Exempt from these provisions are fees for sewer, water, and refuse collection services. Fees for these services follow a protest procedure wherein if a majority of property owners write in protest of the new fee, it shall not be imposed. To interpret the Constitution, statute defines

certain terms. This bill would add a definition of "stormwater" in anticipation of a Constitutional Amendment to add it to the fees subject to protest process as opposed to seeking voter approval.

SB 16 (Beall) Transportation Funding
This bill would increase several taxes and fees for the next five years, beginning in 2015, to address issues of deferred maintenance on state highways and local streets and roads. Specifically, this bill would increase both the gasoline and diesel excise taxes by 10 and 12 cents, respectively; increase the vehicle registration fee; increase the vehicle license fee; redirect truck weight fees; and repay outstanding transportation loans. As a result, transportation funding would increase by approximately $3-$3.5 billion per year. **The Board is in SUPPORT of this bill.**

SB 321 (Beall) Stabilization of Gasoline Excise Tax
The gas tax swap replaced the state sales tax on gasoline with an excise tax that was set at a level to capture the revenue that would have been produced by the sales tax. The excise tax is required to be adjusted annually by the BOE to ensure the excise tax and what would be produced by the sales tax remains revenue neutral. This bill would, for purposes of adjusting the state excise tax on gasoline, require the BOE to use a five-year average of the sales tax when calculating the adjustment to the excise tax. **The Board is in SUPPORT of this bill.**

SB 705 (Hill) San Mateo County Sales Tax-Limit Increase (Signed on 10/7/15)
This bill would authorize the County of San Mateo, for the purpose of submitting to the voters for approval an additional sales tax measure for transportation programs, to exceed the existing 2 percent limit placed on local jurisdictions enacting local sales tax measures. **The Board is in Support of this bill.**

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of the C/CAG Legislative Policies for 2016

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

RECOMMENDATION

That the C/CAG Board review and approve the C/CAG Legislative Policies for 2016.

FISCAL IMPACT

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

SOURCE OF FUNDS

New legislation

BACKGROUND

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

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

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

Recommendations from the Legislative Committee on December 10, 2015 will be presented verbally to the Board.

ATTACHMENTS

1. Attachment A: C/CAG Legislative Policies for 2016

Attachment A

C/CAG LEGISLATIVE POLICIES FOR ~~2015~~2016

Policy #1 -
Protect against the diversion of local revenues.

1.1 Support League and CSAC Initiatives to protect local revenues.

1.2 Provide incentives to local government to promote economic vitality and to alleviate blighted conditions.

1.3 Support the reinstatement of state funding for economic development and affordable housing.

Policy #2 -
Protect against increased local costs resulting from State action without 100% State reimbursement for the resulting costs.

~~2.1 Oppose State action to restrict the ability of local jurisdictions to contract for services.~~

2.~~2~~1 Require all State actions to take into consideration the fiscal impact to local jurisdictions, by ensuring that adequate funding is made available by the State, for delegated re-alignment responsibilities and by ensuring that all State mandates are 100% reimbursed.

Policy #3 -
Support actions that help to meet municipal stormwater permit requirements and secure stable funding to pay for current and future regulatory mandates.

3.1 Primary focus on securing additional revenue sources for both C/CAG and its member agencies for funding state- and federally mandated stormwater compliance efforts.

a. Support additional efforts to exempt storm sewers from the voting requirements imposed by Proposition 218, similar to water, sewer, and refuse services;~~,~~ or efforts to reduce the voter approval threshold for special taxes related to stormwater management.

b. Advocate for inclusion of ~~Include~~ water quality and stormwater management as a priority for funding in new sources of revenues (e.g. water bonds) and protect against a geographically unbalanced North-South allocation of resources.

c. Advocate for ~~Support efforts to coordinate~~ funding to integrate stormwater management ~~quality concerns~~ with ~~other~~ statewide and regional efforts to reduce ~~achieve~~ greenhouse gas ~~reductions~~ emissions and implement climate change adaptation strategies.

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

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

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

~~g.~~f. Pursue and support efforts that address stormwater issues at statewide or regional levels and thereby reduce the cost share for C/CAG and its member agencies and limit the need to implement such efforts locally. ~~provide additional funding from Federal, State, or local governments outside the San Mateo County to regional or statewide associations of stormwater quality agencies (i.e., BASMAA – regional and CASQA – statewide) for programs and projects that reduce or eliminate the need for C/CAG and its member agencies to fund and implement similar programs and projects locally.~~

3.2 Pursue statewide legislation mandating abatement of polychlorinated biphenyls (PCBs) in building materials prior to demolition of relevant structures, in accordance with requirements in the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit.

~~3.2~~3.3 Pursue and support efforts that control pollutants at the source and extend producer responsibility, especially in regard to trash and litter control.

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

~~3.3~~

~~3.4~~3.5 Advocate for ~~the development of~~ integrated, prioritized, and achievable ~~statewide~~ stormwater regulations ~~policies that establish consistent and practical approaches for stormwater regulatory and management programs~~ that ~~help~~ protect water quality and beneficial uses and account for limitations on municipal funding.

~~3.5~~3.6 Pursue and support pesticide regulations that protect water quality and reduce pesticide toxicity.

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

Policy #4 -
Support lowering the 2/3rd super majority vote for local special purpose taxes and fees.

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

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

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

Policy #5-
Protect and support transportation funding.

5.1 Oppose the transfer of additional State transportation funds to the State General Fund and support the redirection of truck weight fees to the State Highway Account

5.2 Support additional revenues for transportation funding.

5.3 Protect existing funding and support additional funding for maintenance of streets and roads and oppose the any negative adjustments by the Board of Equalization to the excise tax on gasoline. ~~.~~

5.4 Monitor ~~recommendations of~~the implementation of the~~ing~~ "Road User Charges."~~".~~

5.5 Protect existing funding and support new funding for the State of California SHOPP program, which provides resources for maintenance of State highways.

5.6 Support revisions in the Peninsula Joint Powers Agreement that provide equitable funding among the Caltrain partners.

5.7 Support a dedicated funding source for the operation of Caltrain.

5.8 Support efforts to secure the appropriation and allocation of "cap and trade" revenues to support San Mateo County needs.

5.9 Support or sponsor efforts that finance and/ or facilitate operational improvements on the US 101 corridor.

5.10 Support the development of an expenditure plan for a potential countywide sales tax measure to fund transportation in San Mateo County.

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

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

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

7.1 Support incentive approaches toward implementing AB32.

7.2 Oppose climate legislation that would conflict with or override projects approved by the voters.

7.3 Support funding for both transportation and housing investments, which support the implementation of SB 375, so that housing funds are not competing with transportation funds.

7.4 Alert the Board on legislation that would require recording of vehicle miles of travel (VMT) as part of vehicle registration.

7.5 Support local government partnerships to foster energy conservation, as well as the generation and use of renewable and/ or clean energy sources (wind, solar, etc.)

Policy #8 -
Protection of water user rights

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

Policy #9 –
Other

9.1 Support/sponsor legislation that identifies revenue to fund airport/land use compatibility plans.

9.2 Support efforts that will engage the business community in mitigating industry impacts associated with stormwater, transportation congestion, greenhouse gas emissions, and energy consumption.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of the C/CAG Investment Policy for FY 2015-16.

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

RECOMMENDATION

That the C/CAG Board review and approve the C/CAG Investment Policy for FY 2015-16.

FISCAL IMPACT

Adoption of the Investment Policy will affect the return on investments and impact the safety of the principal.

SOURCE OF FUNDS

The Investment Policy applies to all C/CAG funds held by the C/CAG Financial Agent (City of San Carlos).

BACKGROUND

On January 8, 2015 the C/CAG Board approved Resolution 14-54 adopting the FY 2014-15 Investment Policy. The C/CAG Investment Policy stated that the policy shall be reviewed at least annually, and that it shall be adopted by resolution of the C/CAG Board on an annual basis.

On November 20, 2015 the C/CAG Finance Committee reviewed and recommended further revisions to the proposed updated Investment Policy for FY 2015-16. Attached is the proposed C/CAG Investment Policy for FY 2015-16 (updates shown as underline and strikethrough), which includes Finance Committee recommended revisions.

ATTACHMENTS

1. C/CAG Investment Policy for FY 2015-16 (with track changes)

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

INVESTMENT POLICY

Adopted on ~~January 8~~December XX, 2015

Form

Form

POLICY

The investment of the funds of the City and County Association of Governments (C/CAG) is directed to the goals of safety, liquidity and yield. This Investment Policy incorporates the policies defined by the certified investment policy standards recommended by the Association of Public Treasurers. The authority governing investments for municipal governments is set forth in the California Government Code, Sections 53601 through 53659. C/CAG's portfolio shall be designed and managed in a manner responsive to the public trust and consistent with state and local law.

The three objectives, in priority order, of the investment policy of the City and County Association of Governments are:

1- SAFETY OF PRINCIPAL - The primary objective of the investment policy of the City and County Association of Governments is SAFETY OF PRINCIPAL. Investments shall be placed in those securities as outlined by type and maturity sector in this document to achieve this objective. The portfolio should be analyzed not less than quarterly by the C/CAG Finance Committee and modified as appropriate periodically as recommended by the Finance Committee and approved by the C/CAG Board, to respond to changing circumstances in order to achieve the Safety of Principal.

2- LIQUIDITY TO MEET NEEDS - Effective cash flow management and resulting cash investment practices are recognized as essential to good fiscal management and control. The portfolio should have adequate liquidity to meet the immediate and short term needs.

3- RETURN ON INVESTMENT - A reasonable return on investment should be pursued. Safety of Principal should not be reduced in order to achieve higher yield.

C/CAG's investment portfolio shall be designed and managed in a manner responsive to the public trust and consistent with State and local law. Portfolio management requires continual analysis and as a result the balance between the various investments and maturities may change in order to give C/CAG the optimum combination of Safety of Principal, necessary liquidity, and optimal yield based on cash flow projections.

SCOPE

The investment policy applies to all financial assets of the City and County Association of Governments as accounted for in the Annual Financial Statements. Policy statements outlined in this document focus on C/CAG's pooled funds.

PRUDENCE

The standard to be used by investment officials shall be that of a "prudent investor" and shall be applied in the context of managing all aspects of the overall portfolio. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency. Within the limitations of this section and considering individual investments as part of an overall strategy, investments may be acquired as authorized by law.

It is C/CAG's full intent, at the time of purchase, to hold all investments until maturity to ensure the return of all invested principal dollars.

However, it is realized that market prices of securities will vary depending on economic and interest rate conditions at any point in time. It is further recognized that in a well-diversified investment portfolio, occasional measured losses are inevitable due to economic, bond market or individual security credit analysis. These occasional losses must be considered within the context of the overall investment program objectives and the resultant long-term rate of return.

The Administrative Services Director of the City of San Carlos (City) and other individuals assigned to manage the investment portfolio, acting within the intent and scope of the investment policy and other written procedures and exercising due diligence, shall be relieved of personal responsibility and liability for an individual security's credit risk or market price changes, provided deviations from expectations are reported in a timely manner and appropriate action is taken to control adverse developments.

OBJECTIVES

Safety of Principal

Safety of principal is the foremost objective of the City and County Association of Governments. Each investment transaction shall seek to ensure that capital losses are avoided, whether from securities default, broker-dealer default or erosion of market value. C/CAG shall seek to preserve principal by mitigating the two types of risk: credit risk and market risk.

Credit risk, defined as the risk of loss due to failure of the issuer of a security, shall be mitigated by investing in investment grade securities and by diversifying the investment portfolio so that the failure of any one issuer does not unduly harm C/CAG's capital base and cash flow.

Market risk, defined as market value fluctuations due to overall changes in the general level of interest rates, shall be mitigated by limiting the average maturity of C/CAG's investment portfolio to two years, the maximum maturity of any one security to five years, structuring the portfolio based on historic and current cash flow analysis eliminating the need to sell securities

prior to maturity and avoiding the purchase of long term securities for the sole purpose of short term speculation.

Liquidity

Historical cash flow trends are compared to current cash flow requirements on an ongoing basis in an effort to ensure that C/CAG's investment portfolio will remain sufficiently liquid to enable C/CAG to meet all reasonably anticipated operating requirements. The C/CAG Executive Director will provide a projected cash flow schedule in consultation with the C/CAG Chair.

MATURITY MATRIX

Maturities of investments will be selected based on liquidity requirements to minimize interest rate risk and maximize earnings. Current and expected yield curve analysis will be monitored and the portfolio will be invested accordingly. The weighted average maturity of the pooled portfolio should not exceed two years and the following percentages of the portfolio should be invested in the following maturity sectors:

Maturity Range Suggested Percentage	
1 day to 7 days	10 to 50%
7 days to 180	10 to 30%
180 days to 360 days	10 to 30%
1 year to 2 years	10 to 20%
2 years to 3 years	0 to 20%
3 years to 4 years	0 to 20%
4 years to 5 years	0 to 20%

No more than 30% of the portfolio shall have a maturity of 2-5 years.

PERFORMANCE EVALUATION

Day to day management of C/CAG's portfolio is conducted by the C/CAG Fiscal Agent Financial Services Manager. Investment performance is monitored and evaluated by the Fiscal Agent's Investment Committee and provided to the **C/CAG Finance Committee** and C/CAG Board on a quarterly basis. Investment performance statistics and activity reports are generated on a quarterly basis for review by the Fiscal Agent's Investment Committee and presentation to the **C/CAG Finance Committee**, and to the C/CAG Board. Annually, a statement of investment policy, and any proposed changes to the policy, will be rendered to the **C/CAG Finance Committee** and to the C/CAG Board for consideration at a public meeting.

C/CAG's investment portfolio is designed to at least attain a market average rate of return through economic cycles. The market average rate of return is defined as average return on the Local Agency Investment Fund (assuming the State does not adversely affect LAIF's returns due to budget constraints).

DELEGATION OF AUTHORITY

The Joint Powers Authority Agreement of the City and County Association of Governments of San Mateo County and the authority granted by the C/CAG Board, assign the responsibility of investing unexpended cash to the City's Administrative Services Director. Daily management responsibility of the investment program may be delegated to the City's Financial Services Manager, who shall establish procedures for the operation consistent with this investment policy. For the longer term investments the C/CAG Fiscal Agent shall invest in accordance with the directions provided by C/CAG Board.

FISCAL AGENT INVESTMENT COMMITTEE

An investment committee consisting of the City of San Carlos Treasurer, City Manager, and Administrative Services Director shall be established to provide general oversight and direction concerning the policy related to management of C/CAG's investment pool. The Financial Services Manager shall not be a member of the committee but shall serve in a staff and advisory capacity. The committee shall review and approve quarterly investment reports prepared by the Finance Department and reviewed by the Financial Services Manager or meet as necessary to discuss changes to the report or the investment strategy. The Investment Committee serving as the legislative body of the Investment Policy will have the quarterly reports for their review within thirty (30) days following the end of the quarter covered by the report as per Section 53646 (b)(1) of the California Government Code.

ETHICS AND CONFLICTS OF INTEREST

The **C/CAG Finance Committee**, Officers, and employees involved in the investment process shall refrain from personal business activity that conflicts with proper execution of the investment program, or impairs their ability to make impartial investment decisions. Additionally the Fiscal Agent's Administrative Services Director and the Financial Services Manager are required to annually file applicable financial disclosures (Form 700 etc.) as required by the Fair Political Practices Commission (FPPC).

SAFEKEEPING OF SECURITIES

To protect against fraud or embezzlement or losses caused by collapse of an individual securities dealer, all securities owned by C/CAG shall be held in safekeeping by a third party bank trust department, acting as agent for C/CAG under the terms of a custody agreement. All trades executed by a dealer will settle delivery versus payment (DVP) through C/CAG's safekeeping agent.

A receipt shall be provided for securities held in custody for C/CAG and shall be monitored by the Fiscal Agent's Administrative Services Director to verify investment holdings.

All exceptions to this safekeeping policy must be approved by the Fiscal Agent's Administrative Services Director in written form and included in the quarterly reporting to the C/CAG Board.

INTERNAL CONTROL

Separation of functions between the Fiscal Agent's Administrative Services Director or Financial Services Manager and/or the Senior Accountant is designed to provide an ongoing internal review to prevent the potential for converting assets or concealing transactions.

Investment decisions are made by the Fiscal Agent's Administrative Services Director, executed by the Fiscal Agent's Administrative Services Director or Financial Services Manager and confirmed by the Senior Accountant. All wire transfers initiated by the Fiscal Agent's Administrative Services Director or Financial Services Manager must be reconfirmed by the appropriate financial institution to the Senior Accountant. Proper documentation obtained from confirmation and cash disbursement wire transfers is required for each investment transaction. Timely bank reconciliation is conducted to ensure proper handling of all transactions.

The investment portfolio and all related transactions are reviewed and balanced to appropriate general ledger accounts by the Fiscal Agent's Senior Accountant on a monthly basis. An independent analysis by an external auditor shall be conducted annually to review and perform procedure testing on the Agency's cash and investments that have a material impact on the financial statements. The Fiscal Agent's Administrative Services Director and/or C/CAG Executive Director shall review and assure compliance with investment process and procedures.

REPORTING

The Fiscal Agent's Investment Committee shall review and render quarterly reports to the C/CAG Executive Director and to the C/CAG Board which shall include the face amount of the cash investment, the classification of the investment, the name of the institution or entity, the rate of interest, the maturity date, the current market value and accrued interest due for all securities. The quarterly reports will be submitted to the Fiscal Agent's Investment Committee within thirty (30) days following the end of the quarter covered by the report as per Section 53646 (b)(1) of the California Government Code. Once approved by the Fiscal Agent's Investment Committee, the report is submitted to the C/CAG Executive Director and the C/CAG Finance Committee for review. The quarterly reports shall be placed on C/CAG's meeting agenda for its review and approval no later than 75 days after the quarter ends.

QUALIFIED BROKER/DEALERS

C/CAG shall transact business only with banks, savings and loans, and with broker/dealers registered with the State of California or the Securities and Exchange Committee. The broker/dealers should be primary or regional dealers. C/CAG and the Fiscal Agent currently do not maintain a list of broker/dealers approved to do business with the City. When necessary, C/CAG and/or the Fiscal Agent shall go through the Request for Proposal processes to select the broker/dealers. Investment staff shall investigate dealers wishing to do business with C/CAG's staff to determine if they are adequately capitalized, have pending legal action against the firm or the individual broker and make markets in the securities appropriate to C/CAG's needs. ~~The Investment staff shall recommend additions to the approved dealer list to the C/CAG Executive Director for approval~~C/CAG's investment policy shall be made available on C/CAG's website.

COLLATERAL REQUIREMENTS

Form

Collateral is required for investments in certificates of deposit. In order to reduce market risk, the collateral level will be at least 110% of market value of principal and accrued interest. Collaterals should be held by an independent third party. Collaterals should be required for investments in CDs in excess of FDIC insured amounts.

AUTHORIZED INVESTMENTS

Investment of C/CAG's funds is governed by the California Government Code Sections 53600 et seq. The level of investment in all areas will be reviewed by the C/CAG Executive Director. Within the context of the limitations, the following investments are authorized, as further limited herein:

1. United States Treasury Bills, Bonds, and Notes or those for which the full faith and credit of the United States are pledged for payment of principal and interest. There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable.

2. Obligations issued by the Government National Mortgage Association (GNMA), the Federal Farm Credit System (FFCB), the Federal Home Loan Bank Board (FHLB), the Federal National Mortgage Association (FNMA), the Student Loan Marketing Association (SLMA), and the Federal Home Loan Mortgage Corporation (FHLMC). There is no percentage limitation of the portfolio that can be invested in this category, although a five-year maturity limitation is applicable.

   Investments detailed in items 3 through 10 are further restricted to a percentage of the cost value of the portfolio in any single issuer name to a maximum of 5%. The total value invested in any one issuer shall not exceed 5% of the issuer's net worth. Again, a five-year maximum maturity limitation is applicable unless further restricted by this policy.

3. Bills of exchange or time drafts drawn on and accepted by commercial banks, otherwise known as banker's acceptances. Banker's acceptances purchased may not exceed 180 days to maturity or 30% of the cost value of the portfolio.

4. Commercial paper ranked ~~P1 by Moody's Investor Services or~~ "A-1"~~+~~or higher, or the equivalent by a Nationally Recognized Statistical Rating Organization (NRSRO), such as ~~by~~ Standard & Poor's Ratings Services, Moody's Investors Services, or Fitch Ratings, Inc., and issued by domestic corporations having assets in excess of $500,000,000 and having an A~~A~~ or better rating on its long term debentures as provided by NRSRO~~Moody's or Standard & Poor's~~. Purchases of eligible commercial paper may not exceed 270 days to maturity nor represent more than 5% of the outstanding paper of the issuing corporation. Purchases of commercial paper may not exceed 25% of the cost value of the portfolio.

5. Negotiable Certificates of Deposit issued by nationally or state chartered banks (FDIC insured institutions) or state or federal savings institutions. Purchases of negotiable

certificates of deposit may not exceed 30% of total portfolio. A maturity limitation of five years is applicable.

6. Local Agency Investment Fund (LAIF) which is a State of California managed investment pool, and San Mateo County Investment pool, may be used up to the maximum permitted by California State Law. A review of the pool/fund is required when they are part of the list of authorized investments, with the knowledge that the pool/fund may include some investments allowed by statute but not explicitly identified in this investment policy.

7. Time deposits, non-negotiable and collateralized in accordance with the California Government Code, may be purchased through banks or savings and loan associations. Since time deposits are not liquid, no more than 25% of the investment portfolio may be invested in this investment type.

8. Medium Term Corporate Notes, with a maximum maturity of five years may be purchased. Securities eligible for investment shall be rated A~~A~~ or better by an NRSRO~~Moody's or Standard & Poor's rating services~~. Purchase of medium term notes may not exceed 30% of the market value of the portfolio and no more than 5% of the market value of the portfolio may be invested in notes issued by one corporation. Commercial paper holdings should also be included when calculating the limitation. The C/CAG portfolio should also be included when calculating the ~~1~~5% limitation.

9. Ineligible investments are those that are not described herein, including but not limited to, common stocks and long term (over five years in maturity) notes and bonds are prohibited from use in this portfolio. It is noted that special circumstances may arise that necessitate the purchase of securities beyond the five-year limitation. On such occasions, requests must be reviewed by the C/CAG Executive Director and approved by the C/CAG Board prior to purchase.

10. Various daily money market funds administered for or by trustees, paying agents and custodian banks contracted by the City and County Association of Governments may be purchased as allowed under State of California Government Code. Only funds holding U.S. Treasury or Government agency obligations can be utilized.

The following summary of maximum percentage limits, by instrument, is established for C/CAG's total pooled funds portfolio:

~~Authorized Investment Type~~	~~Maximum Maturity~~	~~Minimum Credit Quality~~	~~Maximum in Portfolio~~	~~Maximum Investment in One Issuer~~
~~Local Agency Investment Fund (LAIF)~~	~~Upon Demand~~	~~N/A~~	~~$40 million per account~~	~~N/A~~
~~San Mateo County Investment Pool~~	~~Upon Demand~~	~~N/A~~	~~$40 million per account~~	~~N/A~~
~~Treasury Bills~~	~~5 Years~~	~~N/A~~	~~100%~~	~~N/A~~

~~US Government Agency and Federal Agency Securities~~	~~5 Years~~	~~N/A~~	~~100%~~	~~N/A~~
~~Bankers Acceptances~~	~~180 Days~~	~~N/A~~	~~30%~~	~~(A), (B)~~
~~Commercial Paper~~	~~270 Days~~	~~AA~~	~~25%~~	~~(A), (B)~~
~~Negotiable Certificates of Deposit~~	~~5 Years~~	~~N/A~~	~~30%~~	~~(A), (B)~~
~~Time Certificates of Deposit – Banks or Savings and Loans~~	~~5 Years~~	~~N/A~~	~~25%~~	~~(A), (B)~~
~~Medium Term Corporate Notes~~	~~5 Years~~	~~AA~~	~~30%~~	~~(A), (B)~~

Authorized Investment Type	Government Code	Maximum Maturity	Minimum Credit Quality	Maximum in Portfolio	Maximum Investment in One Issuer
Local Agency Investment Fund (LAIF)	16429.1	Upon Demand	N/A	As approved by the C/CAG Board but no more than $50 million permitted by LAIF.	N/A
San Mateo County Investment Pool	53684	Upon Demand	N/A	As approved by the C/CAG Board	N/A
Treasury Obligations (bills, notes & bonds)	53601(b)	5 Years	N/A	100%	N/A
US Government Agency and Federal Agency Securities	53601(f)	5 Years	N/A	100%	N/A
Bankers Acceptances	53601(g)	180 Days	N/A	30%	(A), (B)
Commercial Paper	53601(h)	270 Days	A-1	25%	(A), (B)
Negotiable Certificates of Deposit	53601(i)	5 Years	N/A	30%	(A), (B)
Time Certificates of Deposit – Banks or Savings and Loans	53601.8	5 Years	N/A	25%	(A), (B)
Medium Term Corporate Notes	53601(k)	5 Years	A	30%	(A), (B)

(A) 5% of outstanding paper of issuing corporation
(B) 5% of the portfolio in one corporation

DERIVATIVE INVESTMENTS

Derivatives are investments whose value is "derived" from a benchmark or index. That benchmark can be almost any financial measure from interest rates to commodity and stock prices. The use of derivatives is prohibited under this policy.

LEGISLATIVE CHANGES

Any State of California legislative action that further restricts allowable maturities, investment type, or percentage allocations will be incorporated into the City and County Association of Governments' Investment Policy and supersede any and all previous applicable language.

INTEREST EARNINGS

All moneys earned and collected from investments authorized in this policy shall be allocated quarterly based on the cash balance in each fund at quarter end as percentage of the entire pooled portfolio.

LIMITING MARKET VALUE EROSION

The longer the maturity of securities, the greater is their market price volatility. Therefore, it is the general policy of C/CAG to limit the potential effects from erosion in market values by adhering to the following guidelines:

All immediate and anticipated liquidity requirements will be addressed prior to purchasing all investments.

Maturity dates for long-term investments will coincide with significant cash flow requirements where possible, to assist with short term cash requirements at maturity.

All long-term securities will be purchased with the intent to hold all investments to maturity under then prevailing economic conditions. However, economic or market conditions may change, making it in C/CAG's best interest to sell or trade a security prior to maturity.

PORTFOLIO MANAGEMENT ACTIVITY

The investment program shall seek to augment returns consistent with the intent of this policy, identified risk limitations and prudent investment principals. These objectives will be achieved by use of the following strategies:

Active Portfolio Management. Through active fund and cash flow management, taking advantage of current economic and interest rate trends, the portfolio yield may be enhanced with limited and measurable increases in risk by extending the weighted maturity of the total portfolio.

Portfolio Maturity Management. When structuring the maturity composition of the portfolio, C/CAG shall evaluate current and expected interest rate yields and necessary cash flow requirements. It is recognized that in normal market conditions longer maturities produce higher yields. However, the securities with longer maturities also experience greater price fluctuations when the level of interest rates change.

Security Swaps. C/CAG may take advantage of security swap opportunities to improve the overall portfolio yield. A swap, which improves the portfolio yield, may be selected even if the transactions result in an accounting loss. Documentation for swaps will be included in C/CAG's

permanent investment file documents. No swap may be entered into without the approval of the C/CAG Executive Director and the C/CAG Board.

Competitive Bidding. It is the policy of C/CAG to require competitive bidding for investment transactions that are not classified as "new issue" securities. For the purchase of non-"new issue" securities and the sale of all securities at least three bidders must be contacted. Competitive bidding for security swaps is also suggested, however, it is understood that certain time constraints and broker portfolio limitations exist which would not accommodate the competitive bidding process. If a time or portfolio constraining condition exists, the pricing of the swap should be verified to current market conditions and documented for auditing purposes.

POLICY REVIEW

The City/County Association of Governments' investment policy shall be adopted by resolution of the C/CAG Board on an annual basis. This investment policy shall be reviewed at least annually to ensure its consistency with the overall objectives of preservation of principal, liquidity and yield, and its relevance to current law and financial and economic trends. The Investment Policy, including any amendments to the policy shall be forwarded to the C/CAG Board for approval.

Glossary of Terms

Accrued Interest- Interest earned but not yet received.

Active Deposits- Funds which are immediately required for disbursement.

Amortization- An accounting practice of gradually decreasing (increasing) an asset's book value by spreading its depreciation (accretion) over a period of time.

Asked Price- The price a broker dealer offers to sell securities.

Basis Point- One basis point is one hundredth of one percent (.01).

Bid Price- The price a broker dealer offers to purchase securities.

Bond- A financial obligation for which the issuer promises to pay the bondholder a specified stream of future cash flows, including periodic interest payments and a principal repayment.

Bond Swap - Selling one bond issue and buying another at the same time in order to create an advantage for the investor. Some benefits of swapping may include tax-deductible losses, increased yields, and an improved quality portfolio.

Book Entry Securities - Securities, such stocks held in "street name," that are recorded in a customer's account, but are not accompanied by a certificate. The trend is toward a certificate-free society in order to cut down on paperwork and to diminish investors' concerns about the certificates themselves. All the large New York City banks, including those that handle the bulk of the transactions of the major government securities dealers, now clear most of their transactions with each other and with the Federal Reserve through the use of automated telecommunications and the "book-entry" custody system maintained by the Federal Reserve Bank of New York. These banks have deposited with the Federal Reserve Bank a major portion of their government and agency securities holdings, including securities held for the accounts of their customers or in a fiduciary capacity. Virtually all transfers for the account of the banks, as well as for the government securities dealers who are their clients, are now effected solely by bookkeeping entries. The system reduces the costs and risks of physical handling and speeds the completion of transactions.

Bearer and Registered Bonds - In the past, bearer and registered bonds were issued in paper form. Those still outstanding may be exchanged at any Federal Reserve Bank or branch for an equal amount of any authorized denomination of the same issue. Outstanding bearer bonds are interchangeable with registered bonds and bonds in "book-entry" form. That is, the latter exist as computer entries only and no paper securities are issued. New bearer and registered bonds are no longer being issued. Since August 1986, the Treasury's new issues of marketable notes and bonds are available in book-entry form only. All Treasury bills and more than 90% of all other marketable securities are now in book-entry form. Book-entry obligations are transferable only pursuant to regulations prescribed by the Secretary of the Treasury.

Book Value- The value at which a debt security is shown on the holder's balance sheet. Book value is acquisition cost less amortization of premium or accretion of discount.

Broker - In securities, the intermediary between a buyer and a seller of securities. The broker, who usually charges a commission, must be registered with the exchange in which he or she is trading, accounting for the name registered representative.

Certificate of Deposit- A deposit insured up to $~~100~~250,000 by the FDIC at a set rate for a specified period of time.

Collateral- Securities, evidence of deposit or pledges to secure repayment of a loan. Also refers to securities pledged by a bank to secure deposit of public moneys.

Constant Maturity Treasury (CMT)- An average yield of a specific Treasury maturity sector for a specific time frame. This is a market index for reference of past direction of interest rates for the given Treasury maturity range.

Coupon- The annual rate of interest that a bond's issuer promises to pay the bondholder on the bond's face value.

County Pool- County of San Mateo managed investment pool.

Credit Analysis- A critical review and appraisal of the economic and financial conditions or of the ability to meet debt obligations.

Current Yield- The interest paid on an investment expressed as a percentage of the current price of the security.

Custody- A banking service that provides safekeeping for the individual securities in a customer's investment portfolio under a written agreement which also calls for the bank to collect and pay out income, to buy, sell, receive and deliver securities when ordered to do so by the principle.

Delivery vs. Payment (DVP)- Delivery of securities with a simultaneous exchange of money for the securities.

Discount- The difference between the cost of a security and its value at maturity when quoted at lower than face value.

Diversification- Dividing investment funds among a variety of securities offering independent returns and risk profiles.

Duration- The weighted average maturity of a bond's cash flow stream, where the present value of the cash flows serve as the weights; the future point in time at which on average, an investor has received exactly half of the original investment, in present value terms; a bond's zero-coupon equivalent; the fulcrum of a bond's present value cash flow time line.

Fannie Mae- Trade name for the Federal National Mortgage Association (FNMA), a U.S. sponsored corporation.

Federal Reserve System- The central bank of the U.S. that consists of a seven member Board of Governors, 12 regional banks and 5,700 commercial banks that are members.

Federal Deposit Insurance Corporation (FDIC)- Insurance provided to customers of a subscribing bank that guarantees deposits to a set limit (currently $~~100~~250,000) per account.

Fed Wire- A wire transmission service established by the Federal Reserve Bank to facilitate the transfer of funds through debits and credits of funds between participants within the Fed system.

Fiscal Agent - The organization that is essentially the checkbook for C/CAG funds.

Freddie Mac- Trade name for the Federal Home Loan Mortgage Corporation (FHLMC), a U.S. sponsored corporation.

Ginnie Mae- Trade name for the Government National Mortgage Association (GNMA), a direct obligation bearing the full faith and credit of the U.S. Government.

Inactive Deposits- Funds not immediately needed for disbursement.

Interest Rate- The annual yield earned on an investment, expressed as a percentage.
Investment Agreements- An agreement with a financial institution to borrow public funds subject to certain negotiated terms and conditions concerning collateral, liquidity and interest rates.

Local Agency Investment Fund (LAIF) - State of California managed investment pool.

Liquidity- Refers to the ability to rapidly convert an investment into cash.

Market Value- The price at which a security is trading and could presumably be purchased or sold.

Maturity- The date upon which the principal or stated value of an investment becomes due and payable.

Nationally Recognized Statistical Rating Organization (NRSRO)- A U.S. Securities & Exchange Commission registered agency that assesses the creditworthiness of an entity or specific security. NRSRO typically refers to Standard and Poor's Ratings Services, Fitch Ratings, Inc. or Moody's Investors Services.

New Issue- Term used when a security is originally "brought" to market.

Perfected Delivery- Refers to an investment where the actual security or collateral is held by an independent third party representing the purchasing entity.

Portfolio- Collection of securities held by an investor.

Primary Dealer- A group of government securities dealers that submit daily reports of market activity and security positions held to the Federal Reserve Bank of New York and are subject to its informal oversight.

Purchase Date- The date in which a security is purchased for settlement on that or a later date.

Rate of Return- The yield obtainable on a security based on its purchase price or its current market price. This may be the amortized yield to maturity on a bond or the current income return.

Repurchase Agreement (REPO)- A transaction where the seller (bank) agrees to buy back from the buyer (C/CAG) the securities at an agreed upon price after a stated period of time.

Reverse Repurchase Agreement (REVERSE REPO)- A transaction where the seller (C/CAG) agrees to buy back from the buyer (bank) the securities at an agreed upon price after a stated period of time.

Risk- Degree of uncertainty of return on an asset.

Safekeeping- see custody.

Sallie Mae- Trade name for the Student Loan Marketing Association (SLMA), a U.S. sponsored corporation.

Secondary Market- A market made for the purchase and sale of outstanding issues following the initial distribution.

Settlement Date- The date on which a trade is cleared by delivery of securities against funds.

Time Deposit - A deposit in an interest-paying account that requires the money to remain on account for a specific length of time. While withdrawals can generally be made from a passbook account at any time, other time deposits, such as certificates of deposit, are penalized for early withdrawal.

Treasury ~~Bills~~Obligations- Debt obligations of the U.S. Government that are sold by the Treasury Department in the forms of bills, notes, and bonds. Bills are short-term obligations that mature in one year or less. Notes are obligations that mature between one year and ten years. Bonds are long-term obligations that generally mature in ten years or more~~U.S. Treasury Bills which are short-term, direct obligations of the U.S. Government issued with original maturities of 13 weeks, 26 weeks and 52 weeks; sold in minimum amounts of $10,000 in multiples of $5,000 above the minimum. Issued in book entry form only. T-bills are sold on a discount basis~~.

U.S. Government Agencies- Instruments issued by various US Government Agencies most of which are secured only by the credit worthiness of the particular agency.

Yield- The rate of annual income return on an investment, expressed as a percentage. It is obtained by dividing the current dollar income by the current market price of the security.

Yield to Maturity- The rate of income return on an investment, minus any premium or plus any discount, with the adjustment spread over the period from the date of purchase to the date of maturity of the bond, expressed as a percentage.

Yield Curve- The yield on bonds, notes or bills of the same type and credit risk at a specific date for maturities up to thirty years.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of C/CAG investment recommendations from the Finance Committee and accept the Quarterly Investment Report as of September 30, 2015.

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

RECOMMENDATION

That the C/CAG Board review and approve of C/CAG investment recommendations from the Finance Committee and accept the Quarterly Investment Report as of September 30, 2015.

FISCAL IMPACT

Potential for higher or lower yields and risk associated with C/CAG investments.

SOURCE OF FUNDS

The Investment Policy applies to all C/CAG funds held by the C/CAG Financial Agent (City of San Carlos).

BACKGROUND

According to the C/CAG Investment Policy adopted on January 8, 2015:

"The portfolio should be analyzed not less than quarterly by the C/CAG Finance Committee, and modified as appropriate periodically as recommended by the Finance Committee and approved by the C/CAG Board, to respond to changing circumstances in order to achieve the Safety of Principal."

The Finance Committee will seek to provide a balance between the various investments and maturities in order to give C/CAG the optimum combination of Safety of Principal, necessary liquidity, and optimal yield based on cash flow projections.

A summary of the July, August, and September 2015 earning rates are as follows:

	Local Agency Investment Fund (LAIF)	San Mateo County Investment Pool (COPOOL)
July	0.320%	0.605%
August	0.330%	0.735%
September	0.337%	0.847%

On November 13, 2013 the C/CAG Board approved the C/CAG investment portfolio as follows:

Local Agency Investment Fund (LAIF)	50% to 70%
San Mateo County Investment Pool (COPOOL)	30% to 50%

On November 20, 2015 the Finance Committee reviewed the investment earnings and recommended no change to the investment portfolio.

The current investment portfolio as of September 30, 2015 is as follows:

	6/30/2015		9/30/2015	
	Amount	Percent	Amount	Percent
LAIF	$9,908,457	60%	$11,116,115	63%
COPOOL	$6,601,123	40%	$6,612,375	37%
Total	$16,509,580	100%	$17,728,490	100%

ATTACHMENTS

1. Quarterly Investment Report as of September 30, 2015 from San Carlos

C/CAG
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
of San Mateo County

Board of Directors Agenda Report

To: Sandy Wong, Executive Director
From: Tracy Kwok, Financial Services Manager
Date: November 4, 2015

SUBJECT: Quarterly Investment Report as of September 30, 2015

RECOMMENDATION:
It is recommended that the C/CAG Board review and accept the Quarterly Investment Report.

ANALYSIS:
The attached investment report indicates that on September 30, 2015, funds in the amount of $17,728,490 were invested producing a weighted average yield of 0.47%. Of the total investment portfolio, 63% of funds were invested in the Local Agency Investment Fund (LAIF) and 37% in the San Mateo County Investment Pool (COPOOL). These percentages are within the range specified by the CCAG Board. Accrued interest earnings for this quarter totaled $20,314.

Below is a summary of the changes from the prior quarter:

	Qtr Ended 9/30/15	Qtr Ended 6/30/15	Increase (Decrease)
Total Portfolio	$ 17,728,490	$ 16,509,580	$ 1,218,910
Weighted Average Yield	0.47%	0.44%	0.03%
Accrued Interest Earnings	$ 20,314	$ 18,910	$ 1,404
Lehman Recovery Payment	$ -	$ 5,853	$ (5,853)

CCAG's portfolio balance at the end of this quarter is $1.2 million higher than the last quarter. The increase is a result of payments received during the quarter for programs such as Measure M, congestion management, smart corridor, and energy watch, combining with low disbursements in September.

Historical cash flow trends are compared to current cash flow requirements on an ongoing basis to ensure that C/CAG's investment portfolio will remain sufficiently liquid to meet all reasonably anticipated operating requirements. As of September 30, 2015, the portfolio contains sufficient liquidity to meet the next six months of expected expenditures by C/CAG. All investments are in compliance with the Investment Policy. Attachment 2 shows a historical comparison of the portfolio for the past nine quarters.

The primary objective of the investment policy of the CCAG remains to be the SAFETY OF PRINCIPAL. The permitted investments section of the investment policy also states:

Local Agency Investment Fund (LAIF) which is a State of California managed investment pool, and San Mateo County Investment pool, may be used up to the maximum permitted by California State Law. A review of the pool/fund is required when they are part of the list of authorized investments.

The Investment Advisory Committee has reviewed and approved the attached Investment Report.

Attachments
1 – Investment Portfolio Summary for the Quarter Ended September 30, 2015
2 – Historical Summary of Investment Portfolio

CITY & COUNTY ASSOCIATION OF GOVERNMENTS

SUMMARY OF ALL INVESTMENTS
For Quarter Ending September 30, 2015

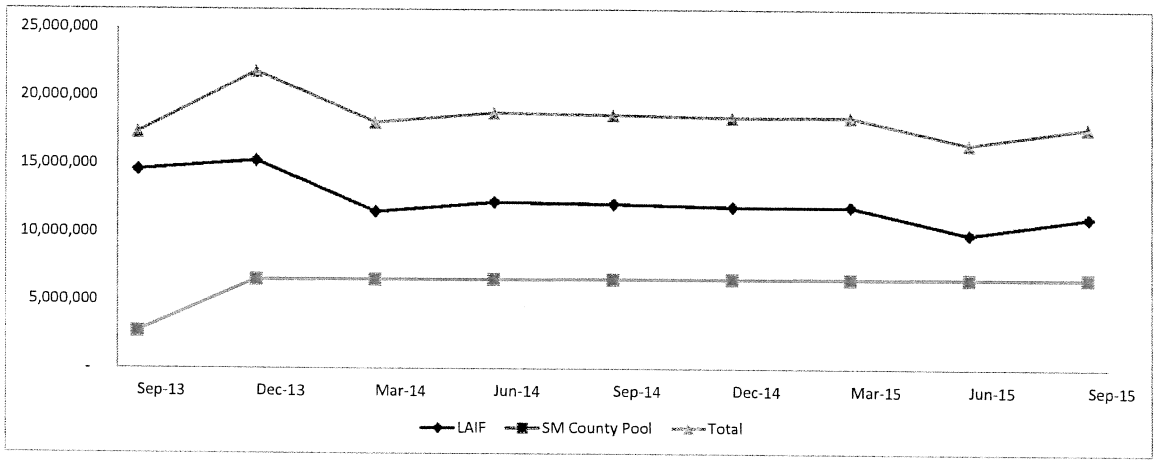
Category	Weighted Average Interest Rate	Historical Book Value	% of Portolio	GASB 31 ADJ Market Value
Liquid Investments:				
Local Agency Investment Fund (LAIF)	0.32%	11,116,115	63%	11,122,725
San Mateo County Investment Pool (COPOOL)	0.73%	6,612,375	37%	6,612,375
Agency Securities				
none				
Total - Investments	**0.47%**	**17,728,490**	**100%**	**17,735,100**
GRAND TOTAL OF PORTFOLIO	**0.47%**	**$ 17,728,490**	**100%**	**$ 17,735,100**

Total Interest Earned This Quarter	**20,314**
Total Interest Earned (Loss) Fiscal Year-to-Date	**20,314**

Note: CCAG Board approved the following investment portfolio mix at its November 14, 2013 meeting:
LAIF - 50% to 70%
COPOOL - 30% to 50%

*Difference in value between Historical Value and Market Value may be due to timing of purchase. Investments in the investment pools may have been purchased when interest rates were lower or higher than the end date of this report. As interest rates increase or decrease, the value of the investment pools will decrease or increase accordingly. However, interest rate fluctuations does not have any impact to CCAG's balance in the investment pools. The market values are presented as a reference only.

City and County Association of Governments
Historical Summary of Investment Portfolio
September 30, 2015



Note: The chart type has been changed from Column to Line after receiving feedback from CCAG's Finance Committee

City/County Association of Governments Investment Portfolio

	Sep-13	Dec-13	Mar-14	Jun-14	Sep-14	Dec-14	Mar-15	Jun-15	Sep-15
LAIF	14,603,467	15,263,408	11,523,029	12,230,010	12,086,243	11,893,287	11,900,778	9,908,457	11,116,115
SM County Pool	2,721,814	6,526,385	6,539,496	6,549,782	6,559,603	6,570,236	6,581,700	6,601,123	6,612,375
Total	17,325,281	21,789,793	18,062,525	18,779,792	18,645,846	18,463,523	18,482,478	16,509,580	17,728,490

* The spike in December 2013 relates to $4.5 million received in November and December for Smart Corridor, NPDES, and Traffic Congestion Management programs while the major disbursements of $3.5 million took place in January 2014.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a presentation on key provisions of the adopted Municipal Regional Permit and take action or provide staff direction, as appropriate.

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

RECOMMENDATION

Receive a presentation on key provisions of the adopted Municipal Regional Permit and take action or provide staff direction, as appropriate.

FISCAL IMPACT

None

SOURCE OF FUNDS

NA

BACKGROUND

The San Francisco Bay Regional Water Quality Control Board (Water Board) adopted a revised Municipal Regional Stormwater Permit on November 19, 2015. This was after approximately seven hours of public testimony the day prior and a full day of Water Board deliberations and engagement with its staff on the 19th. The revised permit regulates the stormwater discharges from C/CAG's member agencies, as well as all of the municipalities in Santa Clara, Alameda, and Contra Costa Counties, and the cities of Vallejo, Fairfield, and Suisun City.

Key provisions in the revised permit include requirements to reduce trash, mercury, and PCBs (polychlorinated biphenyls) discharging from storm drains and for each municipality to develop a Green Infrastructure Plan. Staff will provide an oral presentation summarizing the revised permit, with a focus on these key provisions. A summary of these issues is included below.

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, controlling releases of PCBs during building demolition activities, and treatment via green infrastructure implementation.

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.

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 permit 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).

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 permit mandates permittees develop Green Infrastructure Plans over the course of the permit term that, when implemented over the coming decades, will achieve significant reduction in PCBs loading to the Bay by the year 2040.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Conduct public hearing and approval of Resolution 15-53 adopting the Final 2015 Congestion Management Program (CMP) for San Mateo County (Special voting procedures apply)

(For further information or response to questions, contact Jeff Lacap at 650-599-1455)

RECOMMENDATION

That the C/CAG Board review and recommend approval of Resolution 15-53 adopting the Final 2015 Congestion Management Program (CMP) and Monitoring Report for San Mateo County.

FISCAL IMPACT

It is not anticipated that the changes in the 2015 CMP will result in any increase in the current fiscal commitment that C/CAG has made to the Program.

BACKGROUND

Overview

Every two years, C/CAG as the Congestion Management Agency for San Mateo County, is required to prepare and adopt a Congestion Management Program (CMP) for San Mateo County. The CMP is prepared in accordance with state statutes, which also establish requirements for local jurisdictions to receive certain gas tax subvention funds. The CMP's conformances with regional goals enable San Mateo County jurisdictions to qualify for state and federal transportation funding.

The Metropolitan Transportation Commission (MTC) also provides guidance for consistency and compatibility with the Regional Transportation Plan (RTP). MTC's findings for the consistency of CMPs focus on five areas:

- Goals and objectives established in the RTP,
- Consistency of the system definition with adjoining counties,
- Consistency with federal and state air quality plans,
- Consistency with the MTC travel demand modeling database and methodologies; and
- RTP financial assumptions.

2015 Final CMP Update

The C/CAG Board approved the Draft 2015 CMP on October 8, 2015 and authorized its release for review and comments. The Draft 2015 CMP and the notices of its availability for review were issued on October 16, 2015 to all interested parties including local and regional transportation agencies and local jurisdictions. Comments were due by November 16, 2015. Staff received comments from San Mateo County Office of Sustainability, C/CAG Bicycle and Pedestrian Advisory Committee, San Mateo County Health System, and Silicon Valley Bicycle Coalition. All pertinent comments have been incorporated in the proposed 2015 Final CMP.

Since the draft version was presented to the C/CAG Board in October, minor grammatical and editorial changes were made to the 2015 Final CMP and appendices in addition to the following items:

- Updated Table 6: Average Travel Time in US 101 Corridor (Appendix F – 2015 Monitoring Report):

  The travel times reported in the 2015 Draft CMP for single occupancy vehicles were based on an average of three months of INRIX data. Because the travel times reported for high occupancy vehicles were based on five (5) HOV floating car travel time runs with specific dates and time intervals, the new travel times reported for the single occupancy vehicles now coincide with the HOV floating car travel date and time intervals. Table 6 has been modified as shown below:

Average Travel Time On US 101 Corridor (in minutes) - Between San Francisco and Santa Clara County Lines																
Mode	AM - Morning Commute Peak Period								PM - Evening Commute Peak Period							
	NB				SB				NB				SB			
	2015	2013	2011	2009	2015	2013	2011	2009	2015	2013	2011	2009	2015	2013	2011	2009
Auto - Single Occ. [3]	**37**	28	29	30	**37**	41	34	28	**44**	30	32	33	**38**	33	40	29
Carpool - HOV Lane	36	32	28	30	34	37	30	26	45	37	30	32	35	32	35	27
Caltrain[1]	39	23	35	35	43	27	31	31	38	24	34	34	38	23	35	35
SamTrans Route KX[2]	80	68	76	79	-	73	81	85	-	72	81	83	91	74	78	89

1 Baby Bullet b/n Palo Alto and Menlo Park and Approximate north county line near Bayshore Station
2 Route KX b/n RWC and SF(AM NB Only, PM SB Only) & 398 (b/n Palo Alto and Redwood City).
3 2015 Results based on INRIX average for time period coincident with HOV floating car runs (not 3 month average)

- Updated description of SamTrans Route KX line (Appendix F – 2015 Monitoring Report):

  The published schedule for SamTrans Route KX indicates a new route as previously shown in 2013 for all directions and time. The KX route begins in Redwood City and requires a transfer onto Route 398 to continue south to the County line. Route KX now only makes northbound trips to San Francisco in the a.m. peak period and only makes southbound trips to Redwood City in the p.m. peak period. This revised route became effective in August 2015 therefore southbound a.m. and northbound p.m. travel times are not reported in Table 6 above. The travel times shown reflect the duration of the trip between San Francisco and Santa Clara County lines.

- Updated List of Tables of 2015 Final CMP:
  Table 1 - Level of Service Description
  Table 2 - Level of Service Standards for CMP Roadway Segments
  Table 3 - Intersection Level of Service Standards
  Table 4 - San Mateo County Employed Residents (Mode of Transportation to Work)
  Table 5 - San Mateo County's Employment and Employed Residents
  Table 6 - Origins and Destinations of Home-to-Work Trips
  Table 7 - 2015 CMP Roadway Segment LOS
  Table 8 - 2015 CMP Intersection LOS
  Table 9 – Proposed 2016 State Transportation Improvement Program
- Updated Appendix N: *MTC Guidance for Consistency of Congestion Management Programs with the Regional Transportation Plan - 2015*

2015 CMP Approval Schedule (Tentative)

Date	Activity
November 19	Final CMP to TAC
November 30	Final CMP to CMEQ
December 10	Final CMP to Board
December 16	MTC performs Consistency Findings

Staff request that C/CAG Board recommend the approval of Resolution 15-53 adopting the Final 2015 Congestion Management Program (CMP) and Monitoring Report for San Mateo County.

Since the majority of the CMP document remains unchanged, only electronic versions of the documents are being provided to C/CAG Board. The Final 2015 CMP and Appendix are provided electronically only and can also be downloaded from the following webpage:
http://ccag.ca.gov/committees/board-of-directors/

ATTACHMENT

- Resolution 15-53
- Final 2015 San Mateo County CMP & Appendix *(Available for download at: http://ccag.ca.gov/committees/board-of-directors/)*
- Letter from Jim Eggemeyer, Director, Office of Sustainability, to Mary Ann Nihart, C/CAG Chair, dated 11/5/15. RE: Congestion Management Plan Comment
- Letter from Jeff Lacap, Transportation Programs Specialist, C/CAG, to Jim Eggemeyer, Director, Office of Sustainability, dated 11/16/15. RE: Response to Review Comments on Draft 2015 Congestion Management Program (CMP)
- Letter from Shireen Malekafzali, Senior Manager for Policy, Planning and Equity, Health Policy and Planning Program, to John Hoang, C/CAG, dated 11/13/15. RE: C/CAG 2015 Congestion Management Program
- Letter from Jeff Lacap, Transportation Programs Specialist, C/CAG, to Shireen Malekafzali, Senior Manager for Policy, Planning and Equity, Health Policy and Planning Program, dated 11/18/15. RE: Response to C/CAG 2015 Congestion Management Program
- Letter from Shiloh Ballard, President and Executive Director, Silicon Valley Bicycle Coalition, to John Hoang, C/CAG, dated 11/30/15. RE: San Mateo County Congestion Management Program 2015
- Letter from Jeff Lacap, Transportation Programs Specialist, C/CAG, to Shiloh Ballard, President and Executive Director, Silicon Valley Bicycle Coalition, dated 12/2/15. RE: Response to Review Comments on San Mateo County Congestion Management Program 2015

RESOLUTION 15-53

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) ADOPTING THE FINAL 2015 CONGESTION MANAGEMENT PROGRAM (CMP) FOR SAN MATEO COUNTY

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

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

WHEREAS, C/CAG has developed a Congestion Management Program for 2015 and has circulated it for comment to local jurisdictions and other interested parties; and

WHEREAS, C/CAG has conducted a Public Hearing in compliance with the requirements for adoption of a Congestion Management Program; and

WHEREAS, C/CAG has considered the comments received in writing and at the Public Hearing; and

WHEREAS, C/CAG has voted to adopt the 2015 Congestion Management Program for San Mateo County.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of C/CAG hereby adopts the 2015 Congestion Management Program for San Mateo County.

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER 2015.

_____

Mary Ann Nihart, Chair

COUNTY OF SAN MATEO
COUNTY MANAGER'S OFFICE

County Government Center
400 County Center, 1st Floor
Redwood City, CA 94063
650-363-4121 T
650-363-1916 F
www.smcgov.org

November 5, 2015

Honorable Chair Mary Ann Nihart
City/County Association of Governments
555 County Center
Redwood City, California 94063

Honorable Chair and Councilmembers,

The County Office of Sustainability welcomes the opportunity to comment on the update of the City/County Association of Governments (C/CAG) *Congestion Management Program 2015* (CMP) from the perspective of Active Transportation. In 2008, the County adopted its Shared Vision 2025 with community impact goals that guide decisions. The policies established in C/CAG's CMP will affect the County's ability to achieve Shared Vision 2025 goals in areas such as: creating a Healthy and Safe Community, Reducing Greenhouse Gases, and sustaining a Livable Community. The update of the CMP is an opportunity to more closely align the CMP with the County's efforts to achieve these goals.

Some suggestions for strengthening the CMP could include:

1. **Multi-modal transportation data and analysis**:
   The current CMP includes statistically-valid measurements and data analysis methodology to quantify trends and projections for motor vehicle trips. A similar level of detail in data collection and analysis does not appear to be included for walking and bicycling transportation. The updated CMP could include a transition plan indicating how C/CAG could, in the future, improve the data quality for these active modes. The transition plan could include recommendations for strategies and resources that C/CAG will need in order to improve the quality and quantity of data collection, analysis, and monitoring of mode share for walking and bicycling trips.

2. **Discussion of effect of SB 743:**
   In 2014, Senate Bill 743 removed the requirement that the California Environmental Quality Act (CEQA) address traffic congestion through use of the methodology called Level of Service (LOS). The Governor's Office of Planning and Research released guidelines this year regarding implementation of this change as it affects local jurisdictions and congestion management agencies. The updated CMP should include a discussion of the opportunities and issues relevant to continued use of LOS in San Mateo County with respect to SB 743. Discussion should describe C/CAG strategies to reduce transportation greenhouse gas emissions to meet goals set by Senate Bill 375. The CMP could mention how it will accord with the Caltrans 2015 strategic plan goals to triple bicycle mode share and to double the mode share for walking. Data on trends in greenhouse gas emissions from the transportation sector in San Mateo County should be included, along with analysis of effectiveness of current strategies to reduce vehicle miles traveled.

3. **Analysis of 2010 Highway Capacity Manual methodology**
   The CMP relies on methodology established in the Highway Capacity Manual (HCM) from the year 2000. The HCM was updated in 2010. The Metropolitan Transportation Commission (MTC) recommends that Congestion

Management Agencies update procedures to conform to this more recent edition. The 2010 HCM methodology expands multi-modal transportation analysis providing additional tools to assess rates of transit, walking and bicycling as they affect traffic congestion. C/CAG's updated CMP could include a description of the different analysis methods in the 2010 HCM and a justification for continued use of the methodology from the older HCM. Discussion could include recommendations for resources needed by C/CAG in order to transition to use of the new methodology.

4. **Analysis of Commute programs**:
The 2014 traffic model data provided by C/CAG to Caltrain as part of the Caltrain electrification project showed that 36% of peak hour trips are work commutes, while 64% of peak hour trips are for other purposes. C/CAG provides funding to Commute.org to provide services to employers and employees to reduce drive-alone commuting. It is not clear what proportion of Commute.org resources are devoted to addressing non-commute trips. The updated CMP could provide a discussion of the opportunities and resources needed to expand mode shift programs to address the larger fraction of peak hour trips that are not commutes. Additional analysis documenting the cost-effectiveness of the Transportation Demand Management programs offered by Commute.org would be helpful. If additional resources are needed in order to measure and evaluate cost effectiveness, the CMP could include recommendations for the scale and timeline for these resources.

C/CAG has established a strong foundation for a coordinated approach to addressing traffic congestion. The 2015 update of the CMP is an opportunity to continue to strengthen and build on this foundation while furthering local communities' ability to meet state and regional climate, health, and air quality goals.

Thank you for the opportunity to comment on this project.

Sincerely

Jim Eggemeyer, Director, Office of Sustainability

cc: Ellen Barton, Active Transportation Coordinator, Office of Sustainability

C/CAG

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November 16, 2015

Jim Eggemeyer, Director
County of San Mateo Office of Sustainability
400 County Center
Redwood City, California 94063

Re: Response to Review Comments on Draft 2015 Congestion Management Program (CMP)

Mr. Eggemeyer:

Thank you for your review of the Draft 2015 Congestion Management Program (CMP). Your comment letter to C/CAG Chair Mary Ann Nihart regarding the Draft 2015 Congestion Management Program (CMP) dated November 5, 2015 has been delegated to staff for response. You gave various suggestions to strengthen the CMP. We would like to share the following observations and comments with regard to your suggestions:

- **Multi-model transportation data and analysis:**

  C/CAG follows the State and Regional guidelines in developing its CMP. While new legislation(s) and implementation guidance are being developed, it would be much more effective to implement new strategies in a comprehensive manner once the guidance is finalized.

- **Discussion of effect of SB 743:**

  C/CAG is working closely with the other congestion management agencies in the region to be proactive and inform the development of the bill, so that the resulting CMP supports the proposed environmental goals. Based on the outcome of the legislative changes, C/CAG's future CMP will be modified to incorporate the new legislative requirements. Until SB 743 is implemented, any major update to the CMP will be counterproductive. Therefore, C/CAG only made focused changes during this 2015 update to report on the work performed and progress made in implementing the CMP.

- **Analysis of 2010 Highway Capacity Manual methodology:**

  Because the previous versions of the CMP used the 1994 and 2000 HCM methodologies, we continued to use these methodologies for comparison consistency in our 2015 CMP with the level of service (LOS) of the CMP roadway network and study intersections. The purpose is to monitor relative change in performance over the years. We will reevaluate this issue as part of the 2017 CMP update.

555 County Center, 5th Floor, Redwood City, CA 94063 PHONE: 650.599.1406
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- **Analysis of Commute programs:**

  Your letter stated "36% of peak hour trips are work commutes". We believe that statement is based on information that has been taken out of context. The 2014 traffic model data provided to Caltrain was for the purpose of the Caltrain electrification project and its specific use. We have previously advised your staff that extracting portions of a data set from one project, without thorough explanation, and then applying them to a different topic, would be out of context and causes confusion. Travel demand forecast modeling is complex and could be misleading for non-technical persons if not explained in a thoughtful manner. The definition of a "trip" referred to in the traffic model for the Caltrain project is different from the definition of a "trip" in the context of this letter. More importantly, San Mateo County continues to experience severe traffic congestion during peak commute hours. We cannot ignore those commute trips during peak hours.

Thank you very muchfor your comments.

Sincerely,

Jeffrey Lacap
Transportation Program Specialist

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

COUNTY OF SAN MATEO
HEALTH SYSTEM

Dr. Scott Morrow, Health Officer
Sarat L. Mayer, Director

Public Health, Policy & Planning
225 37th Avenue
San Mateo, CA 94403
www.smchealth.org
www.facebook.com/smchealth

November 13, 2015

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

RE: C/CAG 2015 Congestion Management Program

Dear Mr. Hoang,

On behalf of the San Mateo County Health System, we are pleased to submit comments regarding the 2015 Congestion Management Program (CMP). The CMP provides a critical opportunity to provide county-wide solutions that reduce transportation congestion, enhance environmental quality, and improve the overall health of residents in San Mateo County.

Senate Bill 743, which was enacted in 2014, requires the Governor's Office of Planning and Research (OPR) to amend the CEQA Guidelines to provide an alternative to LOS for evaluating transportation impacts. Particularly within areas served by transit, those alternative criteria must "promote the reduction of greenhouse gas emissions, the development of multimodal transportation networks, and a diversity of land uses."[1] Measurements of transportation impacts may include "vehicle miles traveled, vehicle miles traveled per capita, automobile trip generation rates, or automobile trips generated.[2]"

This represents a significant change in focus with respect to measuring congestion. OPR also states that "focus on LOS also discourages planning for projects that support alternatives to driving such as public transit, bicycle lanes, and pedestrian safety features. Dedicating road lanes for bicycles or buses might exceed LOS thresholds by removing a lane of auto traffic, potentially leading to delay or congestion. When employed in isolation, LOS can lead to ad hoc roadway expansions that deteriorate conditions on the network as a whole." Many agencies have moved away from LOS as a sole focus of performance because of the challenges it poses to building a multi-modal transportation system and a mix of land uses, as well as potentially encouraging sprawl.

We are particularly interested in the performance measures outlined in Chapter 4 of the CMP and are encouraged to see vehicle miles traveled (VMT) outlined as a possible measure. We urge you to consider full adoption of an expanded set of measures in the current CMP, including VMT in response to recognition of the limitations of LOS, in addition to the anticipated OPR guidelines and technical support for alternate measures per SB 743. Coupled with your current performance measures for

[1] New Public Resources Code Section 21099(b)(1).
[2] Ibid

pedestrian and bicycle improvements, this is a timely opportunity for C/CAG to continue to lead with innovative strategies that support local jurisdictions' efforts to reach regional health, air quality, congestion, and climate goals.

An important aspect of the work of the San Mateo County Health System is preventing diseases before they occur. A key focus of our prevention efforts is increasing safe physical activity through a focus on active transportation. Your work and the CMP in particular are important areas of consideration for expansion of active transportation opportunities and we would be very happy to support you in any ways to better measure performance in relation to multi-modal travel.

Please let me know if we can follow up with you in order to provide more support regarding our CMP comments.

Sincerely,

Shireen Malekafzali, Senior Manager for Policy, Planning and Equity
Health Policy and Planning Program
650.573.2951
smalekafzali@smcgov.org

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November 18, 2015

Shireen Malekafzali, Senior Manager for Policy, Planning and Equity
Health Policy and Planning Program
225 37th Avenue
San Mateo, California 94403

Re: Response to Review Comments on Draft 2015 Congestion Management Program (CMP)

Ms. Malekafzali:

Thank you for your review of the Draft 2015 Congestion Management Program (CMP). In your November 13, 2015 letter, you gave various suggestions to enhance the CMP. We would like to share observations and comments with regard to your suggestions.

C/CAG follows the State and Regional guidelines in developing its CMP. While new legislation(s) and implementation guidance are being developed, it would be much more effective to implement new strategies in a comprehensive manner once the guidance is finalized.

Currently, C/CAG is working closely with the other congestion management agencies in the region to be proactive and to inform the implementation of SB 743, so that the resulting CMP supports the proposed environmental goals. Based on the outcome of the legislative changes, C/CAG's future CMP will be modified to incorporate the new legislative requirements, including any new performance measures. Until SB 743 is implemented, any major update to the CMP will be counterproductive. Therefore, C/CAG only made focused changes during this 2015 update to report on the work performed and progress made in implementing the CMP.

Thank you again for your comments.

Sincerely,

Jeffrey Lacap
Transportation Programs Specialist

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

SILICON VALLEY BICYCLE COALITION

96 N. Third Street, Suite 375
Post Office Box 1927
San Jose, CA 95109

Tel 408.287.7259
Fax 408.213.7559

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http://bikesiliconvalley.org

November 30, 2015

John Hoang
City/County Association of Governments
Via email

Re: San Mateo County Congestion Management Program 2015

Dear Mr. Hoang,

I am writing as the Executive Director of Silicon Valley Bicycle Coalition (SVBC), a membership-based non-profit with the mission to create a healthy community, environment, and economy through bicycling in San Mateo and Santa Clara Counties. Thank you for undertaking the process to update the Congestion Management Program (CMP), as San Mateo County's Congestion Management Agency. It is a very critical role and this program is essential to maintain health and quality of life in San Mateo County now and for years to come. Please see below for our comments on the 2015 Draft Congestion Management Program (CMP) for San Mateo County.

In Chapter 3 on Traffic Level of Service (LOS) Standards, the document mentions that the 2010 Highway Capacity Manual (HCM2010) is the most recent version, yet this report uses the 2000 Highway Capacity Manual (2000 HCM) methodology. The HCM2010 is listed as an issue for Future CMPs, despite the fact that "the Metropolitan Transportation Commission encourages its use, especially for the integrated multimodal approach to analysis of streets for various users" (pg. 3-15 – 3-16). **We recommend that the CMP be updated to incorporate the HCM2010 instead of using the 2000 Highway Capacity Manual methodology for calculating LOS.**

In Chapter 4 on Performance Element, we recommend that a number of items are incorporated. Pursuant to AB 1963, this element should track multimodal system performance and find measures that monitor "how the *countywide transportation system (including all modes)* is performing" (pg. 4-1). It is great that pedestrian and bicycle improvements will be evaluated through Complete Streets requirements in all transportation projects in the CMP's Capital Improvement Program (pg. 4-3). However, while performance measures such as modal split, vehicle miles of travel (VMT), vehicle miles of travel per person trip, and accessibility percent employees within x minutes/miles, are listed as possibilities, this CMP ultimately does not select any of these valuable performance measures. Excluding these creates an incomplete and outdated picture of transportation in the County. It is very difficult to make necessary changes and investments with incomplete data. **We recommend including modal split as a Performance Element measure, as this is one data point that is lacking in San Mateo County, other than commute trips.**

In addition, SB 743 in 2013 directed the Office of Planning and Research (OPR) to develop changes to the California Environmental Quality Act (CEQA) for studying transportation impacts with a shift toward an analysis that better quantifies transit and reducing greenhouse gas emissions. In

2014, OPR submitted their draft guidelines, which would replace LOS with VMT. We understand that the CMP does not have to observe CEQA guidelines, nor undergo an Environmental Impact Report (EIR). However, because of this significant change in transportation policy and planning statewide, **we urge the CMP to consider VMT in their Performance Element.** It will be crucial for jurisdictions to start using this metric and understanding how it impacts transportation, land use, and development decisions before the OPR draft becomes law. VMT, as opposed to LOS, also helps to evaluate impacts of other modes of travel, like transit, biking, and walking.

In Chapter 5 Trip Reduction and Travel Demand Element, we have several comments. On page 5-3 and 5-4, the document references that 59 percent of the jobs in San Mateo County are filled by San Mateo County residents in year 2000. A lot has changed in 15 years. We see that the document compares this data point to ABAG's projections for 2020, however, is it possible to include more recent data than that from 2000? **Please include the most recent data available in order to make more accurate decisions.**

In general there could be more funding for proactive and innovative approaches for reducing single-occupant auto work trips. This may involve deeper analysis of why people choose to drive alone to work in San Mateo County. **For example, some methods that could be funded through the CMP are trip choice programs, bikepool programs, bicycle education classes for adults, and increased funding for safe and comfortable biking and walking facilities.** There is also a section in Chapter 5 that lists other programs for future consideration, in particular parking cash-out. These should be implemented and funded as part of this CMP document.

Relevant to both Chapter 6 Land Use Impact Analysis Program and Chapter 12 Traffic Impact Analysis (TIA) Policy, **we recommend that you undergo a process to update the TIA Guidelines.** As referenced above, SB 743 directs California to determine other metrics than LOS for transportation impacts and OPR's initial draft suggests using VMT. In addition, SB 375 requires strategies to reduce greenhouse gas emissions from cars. The most recent Traffic Impact Analysis Policy is from 2006. To address both of these significant changes in statewide policy, it is a good time to update the TIA guidelines to encourage the use of multimodal performance measures and emphasize the reduction of auto trips. This would include moving away from LOS as a standard, incorporating VMT and multimodal performance measures, and analyzing secondary impacts, which occur as a result of mitigations (example: adding an additional left turn lane to mitigate increased vehicle trips or reduced LOS which may decrease safety and attractiveness for other modes).

Thank you for your important and collaborative work to reduce congestion in San Mateo County. We look forward to a further reduction in the coming years.

Sincerely,

Shiloh Ballard
President and Executive Director

CC: C/CAG Board of Directors
C/CAG Congestion Management and Environmental Quality Committee
Jeff Lacap, jlacap@smcgov.org
Ellen Barton, ebarton@smcgov.org

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December 2, 2015

Shiloh Ballard, President and Executive Director
Silicon Valley Bicycle Coalition
96 N. 3rd Street, Suite 375
PO Box 1937
San Jose, California 95109

Re: Response to Review Comments on San Mateo County Congestion Management Program 2015

Ms. Ballard:

Thank you for your review of the Draft 2015 Congestion Management Program (CMP). In your November 30, 2015 letter, you gave various suggestions to enhance the CMP. We would like to share observations and comments with regard to your suggestions.

C/CAG follows the State and Regional guidelines in developing its CMP. While new legislation(s) and implementation guidance are being developed, it would be much more effective to implement new strategies in a comprehensive manner once the guidance is finalized.

Regarding Highway Capacity Manual (HCM) methodologies, because the previous versions of the CMP used the 1994 and 2000 HCM methodologies, we continued to use these methodologies for comparison consistency in our 2015 CMP with the level of service (LOS) of the CMP roadway network and study intersections. The purpose is to monitor relative change in performance over the years. We will reevaluate this issue as part of the 2017 CMP update.

Regarding including modal split as a Performance Element measure, we have included the most recent modal split data in Table 4 in the CMP. While modal split isn't included as a Performance Measure, we will take it under consideration for the next CMP update in 2017.

Currently, C/CAG is working closely with the other congestion management agencies in the region to be proactive and inform the implementation of SB 743, so that the resulting CMP supports the proposed environmental goals. Based on the outcome of the legislative changes, C/CAG's future CMP will be modified to incorporate the new legislative requirements, including any new performance measures. Until SB 743 is implemented, any major update to the CMP will be counterproductive. Therefore, C/CAG only made focused changes during this 2015 update to report on the work performed and progress made in implementing the CMP.

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

With regards to Table 6 in Chapter 5, we have incorporated the most recent journey to work data per your suggestion and have updated the corresponding text within the CMP.

Thank you again for your comments.

Sincerely,

Jeffrey Lacap
Transportation Programs Specialist

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

C/CAG AGENDA REPORT

ITEM 6.7.1

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 15-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and Pacific Gas and Electric Company (PG&E) for the San Mateo County Energy Watch three calendar years 2016-2018 program cycle for an amount of $2,093,787.

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

RECOMMENDATION

Review and approve Resolution 15-48 authorizing the C/CAG Chair to execute an agreement between C/CAG and Pacific Gas and Electric Company (PG&E) for the San Mateo County Energy Watch for three calendar years 2016-2018 program cycle for an amount of $2,093,787.

FISCAL IMPACT

This agreement allows C/CAG to receive up to $2,093,787 from PG&E over the three-year program cycle.

SOURCE OF FUNDS

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

BACKGROUND

The San Mateo County Energy Watch (SMCEW) Local Government Partnership (LGP) with PG&E began on January 1, 2009, under the auspices of the California Public Utilities Commission (CPUC). Since the original program cycle, which ended on December 31, 2009, PG&E has contracted with C/CAG for the SMCEW for three additional program cycles, 2010-2012, 2013-2014 and the current 2015 program year, which ends on December 31, 2015.

Post 2015, the CPUC intended to begin a new ten-year "rolling" program cycle process, however, final CPUC decisions on the longer program cycle are not yet complete. Staff has negotiated a program budget and PG&E has offered to contract for three years, 2016-2018, for the next cycle of the SMCEW.

The new budget provided by PG&E for this program represents a 15.6% increase over the 2015 budget. The following chart shows the funding approved for the SMCEW for each year in the new program cycle:

In addition to funds being contracted to C/CAG for energy efficiency efforts in San Mateo County, PG&E is also contracting incentives directly with Ecology Action for the ongoing "turnkey" Direct Install program for businesses ($685,000), El Concilio for the Middle Income Direct Install (MIDI) residential program ($65,000), rebates for streetlight upgrades and Custom Calculated project ($135,000), and Engineering Services from Ecology Action ($140,200). This brings the total annual funding from PG&E for the SMCEW program from 2016 through 2018 calendar years to $1,752,929, or the three-year total of $5,258,787.

Management and staffing for the SMCEW is provided by the County of San Mateo, under a separate staff services agreement between C/CAG and the County.

The draft Master Service Agreement and Contract Work Authorization contract documents are under final review by staff and legal counsel, and is available for review on-line. It is recommended the C/CAG Executive Director be authorized to negotiate final terms, subject to C/CAG legal counsel approval, prior to execution by the C/CAG Chair.

Staff will bring the final version of the contract documents to the C/CAG Board at the February 2016 meeting.

ATTACHMENTS

1. Resolution 15-48
2. Provided on-line only at: http://ccag.ca.gov/committees/board-of-directors/ :
   Draft Agreement between C/CAG and PG&E for the San Mateo County Energy Watch

RESOLUTION NO. 15-48

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND PACIFIC GAS AND ELECTRIC COMPANY FOR THE SAN MATEO COUNTY ENERGY WATCH CALENDAR YEARS 2016-2018 PROGRAM CYCLE FOR AN AMOUNT OF $2,093,787

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

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

WHEREAS, the C/CAG Board adopted Resolution 09-55 at its November 12, 2009 meeting authorizing the C/CAG Chair to execute an Agreement between C/CAG and Pacific Gas & Electric (PG&E) for a 2010-2012 program cycle of the San Mateo County Energy Watch; and

WHEREAS, the C/CAG Board adopted Resolution 12-68 at its December 13, 2012 meeting authorizing the C/CAG Chair to execute an Agreement between C/CAG and Pacific Gas & Electric (PG&E) for a 2013-2014 program cycle of the San Mateo County Energy Watch; and

WHEREAS, the C/CAG Board adopted Resolution 14-52 at its November 13, 2014 meeting Authorizing the C/CAG Chair to execute contract change orders for the 2015 program, and

WHEREAS, the San Mateo County Energy Watch has nearly completed the 2015, met and exceeded the energy savings goals, and the program cycle ends December 31, 2015; and

WHEREAS, the County, C/CAG and PG&E wish to continue to provide energy efficiency programs for municipalities, nonprofits, small and medium businesses, schools, farms, and lower-income residents in San Mateo County under the San Mateo County Energy Watch program;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement between C/CAG and Pacific Gas and Electric Company for the San Mateo County Energy Watch calendar years 2016-2018 program cycle for an amount of $2,093,787, and the Executive Director is further authorized to negotiate final terms, subject to C/CAG legal counsel approval, prior to execution by the Chair.

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER 2015.

_____

Mary Ann Nihart, Chair

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 15-49 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2016 calendar year for an amount not to exceed $461,000.

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

RECOMMENDATION

Review and approve of Resolution 15-49 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2016 calendar year for an amount not to exceed $461,000.

FISCAL IMPACT

This agreement commits C/CAG to provide up to $461,000 to San Mateo County to provide staff services for the San Mateo County Energy Watch – Local Government Partnership (SMCEW LGP). C/CAG will be fully reimbursed for this amount by PG&E under a separate agreement.

BACKGROUND

The San Mateo County Energy Watch (SMCEW) Local Government Partnership (LGP) with PG&E began on January 1, 2009, under the auspices of the California Public Utilities Commission (CPUC). Since the original program cycle, which ended on December 31, 2009, PG&E has contracted with C/CAG for the SMCEW for three additional program cycles, 2010-2012, 2013-2014 and the current program cycle, 2015, which ends on December 31, 2015.

Since the SMCEW LGP began, C/CAG has contracted with the County of San Mateo, Department of Public Works for management and staffing of the program, and due to County reorganization, those staff has since moved to the County's Office of Sustainability. The County has successfully supported the SMCEW, meeting goals and developing the program, which initially provided energy efficiency services to municipal buildings, nonprofits and lower-income residents, and has expanded into schools, farms, and small and medium businesses. In the current 2015 calendar year, the program has met and exceeded its savings goals, and has a robust pipeline of projects approved by customers or being installed, moving into 2016.

The current staff services agreement ends on December 31, 2015. Resolution No. 15-49 and the new agreement is necessary to continue the program for the 2016 calendar year.

ATTACHMENTS

- Resolution 15-49
- 2016 Staff Service Agreement between C/CAG and the County of San Mateo

RESOLUTION 15-49

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND THE COUNTY OF SAN MATEO FOR STAFF SERVICES FOR THE SAN MATEO COUNTY ENERGY WATCH (SMCEW) 2016 CALENDAR YEAR FOR AN AMOUNT NOT TO EXCEED $461,000.

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

WHEREAS, C/CAG and the County of San Mateo have entered into Agreements for staff services for the San Mateo County Energy Watch from calendar year 2009 through 2015, and

WHEREAS, County staff have successfully managed and staffed the San Mateo County Energy Watch to the satisfaction of C/CAG, and

WHEREAS, the San Mateo County Energy Watch program has met its energy savings goals for calendar year 2015, and

WHEREAS, both parties and PG&E wish to continue work on energy efficiency in San Mateo County under the existing program.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City and County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement between C/CAG and the County of San Mateo for staff services for the San Mateo County Energy Watch 2016 calendar year for an amount not to exceed $461,000, and that the Executive Director is further authorized to negotiate final terms of the agreement, subject to C/CAG legal counsel approval, prior to execution of the agreement by the Chair.

PASSED, APPROVED, AND ADOPTED, THIS 10TH DAY OF DECEMBER 2015.

_____

Mary Ann Nihart, Chair

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

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

W I T N E S S E T H

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

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

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

WHEREAS, C/CAG has executed a Local Government Partnership contract with PG&E to implement the San Mateo County Energy Watch for the 2016 though 2018 calendar year program cycle;

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

1. **Services to be provided by COUNTY**. The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.

2. **Payments**. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. Alternatively cost reimbursement for some COUNTY costs may come directly from PG&E. The total cost reimbursement under this agreement for work completed from January 1, 2016 through December 31, 2016 will not exceed $461,000.

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

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

5. **Contract Term**. This Agreement shall be in effect as of January 1, 2016 and shall terminate on December 31, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 90 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity**. COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

   C/CAG shall defend, indemnify and save harmless COUNTY, and its employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's 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. **Workers' Compensation Coverage**. Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars ($1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with statutory limits shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance**. COUNTY shall take out and maintain during the life of this Agreement, in an amount not less than one million dollars ($1,000,000), such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with all applicable laws.

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

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

11. **Substitutions**. If particular staff are identified in Exhibit A as working under this Agreement, COUNTY will not assign others to work in their place without written permission from C/CAG. Whether or not particular staff are identified in Exhibit A, any substitution in staffing shall be with a person of commensurate experience and knowledge.

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

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

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

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

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

16. **Governing Law**. This Agreement shall be governed by the laws of the State of California, 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.

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

COUNTY OF SAN MATEO

By_____
President, Board of Supervisors, San Mateo County

Date_____

APPROVED AS TO FORM:

By:_____
County Counsel

ATTEST:

By:_____
Clerk of Said Board

City/County Association of Governments (C/CAG)

By_____ _____
Mary Ann Nihart
C/CAG - Chair

Date

C/CAG Legal Counsel

By_____ _____
Nirit Eriksson
C/CAG - Counsel

Date

Exhibit A

SAN MATEO COUNTY ENERGY WATCH
LOCAL GOVERNMENT PARTNERSHIP
SCOPE OF WORK

1.0 Introduction - The City/ County Association of Governments (C/CAG) is committed to working with Pacific Gas and Electric (PG&E) and the County of San Mateo to continue the San Mateo County Energy Watch. The County of San Mateo will provide staff support functions for C/CAG.

2.0 C/CAG - PG&E Contract - C/CAG has executed a Master Service Agreement and Contract Work Authorization with PG&E, with a Scope of Work for PG&E for the San Mateo County Energy Watch 2016 through 2018 program cycle, attached hereto as Attachment A to this Scope of Work. This generally specifies the work that needs to be completed in calendar year 2016 and in many cases how it is to be completed. The requirements of Attachment A constitute the Scope of Work for County of San Mateo staff during the term of this agreement.

3.0 Cooperative Effort - This is a cooperative effort between the C/CAG as the Local Government Partner (LGP), the County of San Mateo, and PG&E. It is recognized that a good faith effort has been made to address the terms, conditions and scope of work. Since this is a cooperative effort it is likely there will be further changes to the terms, conditions and scope of work. C/CAG as the LGP, the County of San Mateo, agree to work in good faith with PG&E to address these issues as they develop.

4.0 Management Oversight – Under general guidance of the C/CAG Executive Director, County of San Mateo staff shall provide adequate reporting and information, and shall attend PG&E, C/CAG Board or other committee meetings as necessary to ensure that the San Mateo County Energy Watch is properly and effectively implemented.

5.0 Power of C/CAG Representation - County of San Mateo staff is granted the authority to represent C/CAG and the Local Government Partnership relative to implementation of the San Mateo Energy Watch with approval of the C/CAG Executive Director. However, any and all changes to the Scope of Work or local government partnership contracts must be approved and executed by C/CAG.

6.0 Payments - The referenced PG&E contract identifies the tasks and allowable associated cost reimbursement. Monthly, County staff will submit a cost reimbursement request to PG&E for consideration on behalf of C/CAG. C/CAG will reimburse the County for the full amount that is approved by PG&E, including all direct and indirect costs incurred by County of San Mateo during the performance of its contract duties to support the San Mateo County Energy Watch.

7.0 Historically, C/CAG has contracted with the County of San Mateo Department of Public

Works for staff support the San Mateo County Energy Watch. Due to county reorganization, staff supporting this program has been transferred to the Office of Sustainability. To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the County of San Mateo, Office of Sustainability and may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. Notwithstanding any other provision of this Agreement, if County of San Mateo changes the staff assigned to perform services under this Agreement from those staff that are assigned as of the date of execution of this Agreement, and such change is unsatisfactory to C/CAG, C/CAG may immediately terminate this Agreement.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 15-52 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for support of the Regionally Integrated Climate Action Planning Suite (RICAPS) project for an amount not to exceed $40,000 for calendar year 2016.

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

RECOMMENDATION

Review and approve Resolution 15-52 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo for support of the Regionally Integrated Climate Action Planning Suite (RICAPS) project for an amount not to exceed $40,000 for calendar year 2016.

FISCAL IMPACT

Up to $40,000.

SOURCE OF FUNDS

Congestion Relief funds in the amount of $40,000.

BACKGROUND

On September 16, 2010 the C/CAG Board adopted Resolution 10-53 authorizing the C/CAG Chair to execute an agreement with the BAAQMD to receive a $50,000 grant, launching the C/CAG Climate Action Plan Template and Tool project. On March 7, 2011, the C/CAG Board adopted Resolution No. 11-11 for a PG&E Contract Work Authorization No. 2500458103 between C/CAG and PG&E for $125,000. The total grant funding for Climate Action Plan Template was $175,000, and with C/CAG's commitment to match funds, the total project budget was $350,000 through calendar year 2012. The project eventually came to be known as the Regionally Integrated Climate Action Planning Suite (RICAPS).

C/CAG began contracting with the County of San Mateo to provide staff services for RICAPS December 2012 for $60,000, and has continued funding climate action planning in 2013, 2014 and 2015 for $50,000, $40,000 and $40,000 respectively. The funds for staff services are a match from C/CAG to funds provided in the C/CAG – PG&E Local Government Partnership contracts. Since climate action planning support is given for all sectors of emissions: energy, transportation, solid waste and other emissions, PG&E asks that C/CAG provide additional funding for emission reduction outside of energy-related emissions, such as transportation, tied to development of climate action plans in San Mateo County.

The goal of RICAPS is for every jurisdiction in County to have an adopted plan to reduce greenhouse gas emissions, a means to track individual jurisdiction and countywide progress, and to provide ongoing implementation and technical support.

ATTACHMENTS

1. Resolution 15-52
2. Staff Services Agreement between C/CAG and County of San Mateo for RICAPS

RESOLUTION NO. 15-52

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN C/CAG AND THE COUNTY OF SAN MATEO FOR SUPPORT OF THE REGIONALLY INTEGRATED CLIMATE ACTION PLANNING SUITE (RICAPS) PROJECT FOR AN AMOUNT NOT TO EXCEED $40,000 FOR CALENDAR YEAR 2016

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

WHEREAS, C/CAG, by action of the Board, entered into grant agreements with the Bay Area Air Quality Management District and PG&E to fund Climate Action Planning starting in September 2010 and has continued to receive funding from PG&E to support climate action efforts countywide through Contract Work Authorizations (CWAs) in 2010- 2012, 2013-2014 and 2015; and

WHEREAS, PG&E asks that C/CAG provide matching funds for development of climate action plans to compensate for sectors of emissions in those plans, outside of energy-related emissions; and

WHEREAS, progress continues to be made and deliverables for the PG&E Contract Work Authorizations (CWAs) continue to be completed by C/CAG staff and County of San Mateo through an existing staffing agreement that expires on December 31, 2015; and

WHEREAS, C/CAG desires to both continue the RICAPS project on behalf of the cities in San Mateo County and the County, and for County of San Mateo staff to continue work on the Project and explore additional grant funding for Climate Planning for San Mateo County cities.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an Agreement between C/CAG and the County of San Mateo for support of the Regionally Integrated Climate Action Planning Suite program for an amount not to exceed $40,000 for calendar year 2016, and that the Executive Director is authorized to negotiate final terms of the agreement, subject to C/CAG legal counsel approval as to form, prior to execution by the Chair.

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER, 2015.

_____

Mary Ann Nihart, Vice Chair

AGREEMENT BETWEEN CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AND THE COUNTY OF SAN MATEO, OFFICE OF SUSTAINABILITY TO PROVIDE STAFF SERVICES FOR COUNTYWIDE CLIMATE ACTION PLANNING

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

W I T N E S S E T H

WHEREAS, the City/County Association of Governments (C/CAG) is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection; and

WHEREAS, C/CAG desires to obtain services from COUNTY to provide staff services for the Regionally Integrated Climate Action Planning Suite (RICAPS) project; and

WHEREAS, the COUNTY is committed to providing staff services;

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

1. **Services to be provided by COUNTY**. The COUNTY shall provide services as described in Exhibit A, attached hereto and incorporated by reference herein.

2. **Payments**. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall reimburse COUNTY for eligible costs as set forth in Exhibit A. Payments shall be made within 60 days after receipt and approval of monthly invoices from the COUNTY. The total cost reimbursement under this agreement for work completed from January 1, 2016 through December 31, 2016 will not exceed $40,000.

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

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

5. **Contract Term**. This Agreement shall be in effect as of January 1, 2016 and shall terminate on December 31, 2016; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to COUNTY, and COUNTY may terminate this Agreement at any time for any reason by providing 90 days' notice to C/CAG, and termination will be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all services provided to the date of termination.

6. **Hold Harmless/ Indemnity**. COUNTY shall defend, indemnify and save harmless C/CAG and its member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from COUNTY's performance under this Agreement.

   C/CAG shall defend, indemnify and save harmless COUNTY, and its employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's 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. **Workers' Compensation Coverage**. Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars ($1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with statutory limits shall be maintained. The insurer, if insurance is provided, and the COUNTY, if a program of self-insurance is provided, shall waive all rights of subrogation against C/CAG for loss arising from worker injuries sustained under this Agreement.

8. **Liability Insurance**. COUNTY shall take out and maintain during the life of this Agreement, in an amount not less than one million dollars ($1,000,000), such Bodily Injury Liability and Property Damage Liability Insurance as shall protect COUNTY, its employees, officers and agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all operations under this Agreement, whether such operations be by COUNTY or by any sub-contractor or by anyone directly or indirectly employed by either of them. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with all applicable laws.

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

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

11. **Substitutions**. If particular staff are identified in Exhibit A as working under this Agreement, COUNTY will not assign others to work in their place without written permission from C/CAG. Whether or not particular staff are identified in Exhibit A, any substitution in staffing shall be with a person of commensurate experience and knowledge.

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

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

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

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

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

16. **Governing Law**. This Agreement shall be governed by the laws of the State of California, 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.

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

County of San Mateo (County)

By _____ _____
Jim Eggemeyer Date
County Office of Sustainability - Director

Approved as to Form By _____ _____
County Counsel Date

City/County Association of Governments (C/CAG)

By _____ _____
Mary Ann Nihart Date
C/CAG Chair

Approved as to Form By _____ _____
C/CAG Legal Counsel Date

Exhibit A

CLIMATE ACTION PLANNING (RICAPS) 2016
SCOPE OF WORK

1.0 Introduction - The City/ County Association of Governments of San Mateo County (C/CAG) is committed to working with the cities in San Mateo County on issues related to solid waste, resource conservation and climate protection. C/CAG desires to contract with the County of San Mateo (County) to provide staff services for the administration and project management of C/CAG's RICAPS Project (Project) pursuant to this Scope of Work. The Project will be funded through C/CAG under its PG&E Master Service Agreement and associated Contract Work Authorizations between C/CAG and PG&E (Grant Agreement).

2.0 Management and Staffing Oversight - County shall provide staff support to C/CAG to accomplish deliverables as provided in the current PG&E Specific Conditions (Contract Work Authorization) for Climate Action Planning Support to the cities in San Mateo County and the County for calendar year 2016. The County shall provide project administration and project management, to include: coordination of a working group of city staff, contracting and managing the consultants, reviewing and commenting on consultant submittals, preparing and submitting required grant reports, and managing the Project in accordance with the stipulated timelines to ensure the progress of the Project.

3.0 Scope of Work – the County shall:

3.1 Support the work of the Project scope, for which C/CAG has been funded through the PG&E Local Government Partnership grant agreement for technical in calendar year 2016, up to a maximum amount of $40,000 pursuant to this Agreement.

3.2 Explore planning and funding options for climate action planning and implementation for the cities in San Mateo County and, if approved by C/CAG, apply for those funds.

4.0 Reporting - The County shall report to the C/CAG Board and other C/CAG committees and staff on activities and Project progress related to this scope of work upon request during the term of this Agreement.

5.0 Power of C/CAG Representation - County of San Mateo staff is granted the authority to represent C/CAG and the Local Government Partnership relative to implementation of the San Mateo Energy Watch with approval of the C/CAG Executive Director. However, any and all changes to the Scope of Work or local government partnership contracts must be approved and executed by C/CAG.

6.0 Payments - The County shall submit invoices for services provided along with supporting documentation including labor hours and rates for management and staffing. C/CAG shall pay invoices within 60 days of receipt.

7.0 Historically, C/CAG has contracted with the County of San Mateo Department of Public Works for staff support the San Mateo County Energy Watch. Due to county reorganization, staff supporting this program has been transferred to the Office of Sustainability. To retain the experience and knowledge gained by staff over the years, the parties understand and agree that those staff assigned to perform services under this Agreement shall be from the County of San Mateo, Office of Sustainability and may be reassigned by the County of San Mateo, subject to the provisions of Section 11 of this Agreement. Notwithstanding any other provision of this Agreement, if County of San Mateo changes the staff assigned to perform services under this Agreement from those staff that are assigned as of the date of execution of this Agreement, and such change is unsatisfactory to C/CAG, C/CAG may immediately terminate this Agreement.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: City/County Association of Government Board of Directors

From: Sandy Wong

Subject: Review and approval of Resolution 15-54 waiving the RFP process and authorizing the C/CAG Chair to execute Amendment No. 2 to the agreement between C/CAG and DNV GL extending the termination date to December 31, 2016 and adding an additional $145,000 to a new total of $517,125 for technical assistance to cities for climate action planning.

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

RECOMMENDATION

That the C/CAG Board review and approve Resolution 15-54 waiving the RFP process and authorizing the C/CAG Chair to execute Amendment No. 2 to the agreement between C/CAG and DNV GL extending the termination date to December 31, 2016 and adding an additional $145,000 to a new total of $517,125 for technical assistance to cities for climate action planning`.

FISCAL IMPACT

The $145,000 is funded by the San Mateo County Energy Watch, PG&E Local Government Partnership.

BACKGROUND/DISCUSSION

On September 16, 2010, the C/CAG Board adopted Resolution No. 10-53 authorizing an agreement between C/CAG and the Bay Area Air Quality Management District (BAAQMD) to complete a Climate Action Plan (CAP) template project for the cities in San Mateo County and Cupertino. The work was contracted to KEMA Services, Inc. (KEMA), through a procurement process. Eventually, this project became known (statewide) as the Regionally Integrated Climate Action Planning Suite (RICAPS).

On March 10, 2011, the C/CAG Board adopted Resolution No. 11-11 authorizing C/CAG to enter an agreement with PG&E for $125,000 adding to the same project. A portion of these funds were contracted to KEMA to develop a "menu" of climate action plan measures, a forecasting tool and a user's manual for RICAPS.

On August 11, 2011, the C/CAG Board adopted Resolution No. 11-51, authorizing the agreement with KEMA for up to $60,000 to provide technical support to cities in San Mateo County to help complete five city CAPs and provide technical support to C/CAG to develop a countywide transportation CAP. An amendment was also passed to add an additional $30,000 to that agreement.

In February 14, 2013, the C/CAG Board adopted Resolution 13-08, authorizing and agreement with DNV GL (formerly Kema Services) for $245,000, later amended that agreement, adding $127,125 for a total agreement of $372,125. All costs have been paid for through the C/CAG – PG&E local government partnership agreement for 2013-2014, and 2015.

Because DNV GL was originally selected through a competitive process and was involved in the early stages and development of the climate action planning tools, staff recommends for DNV GL to continue to complete and support adoption of additional climate action plans and to provide updated greenhouse gas emission inventories for the cities in San Mateo County.

Staff recommends amending the current agreement by adding an additional $145,000 and extending the agreement through December 31, 2016. Staff will reevaluate the option of a formal RFP process for calendar year 2017 and beyond.

It is in the best interest of C/CAG, the cities, and the County to waive the RFP process, given DNV GL's existing in-depth interactions with multiple cities in San Mateo County. Given the details of these interactions and the use of the tools that DNV GL helped develop, it is unlikely that an RFP process would yield any significant cost savings. Further, an RFP process, selecting a new contractor, would result in months of delays as a result of a new contractor needing time to acquire an understanding of each of the cities' projects. In addition, the program recently lost a key staff member, Susan Wright, who will likely need to be replaced through a formal job posting process, which staff believes is a greater priority.

As in the past, funding for this contract amendment is provided in the Local Government Partnership (LGP) contract between C/CAG and PG&E.

Attachments

1. Resolution No. 15-54
2. Contract Amendment No. 2
3. 2016 RICAPS Program and Scope of Work

RESOLUTION NO. 15-54

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN C/CAG AND DNV GL EXTENDING THE TERMINATION DATE TO DECEMBER 31, 2016 AND ADDING AN ADDITIONAL $145,000 TO A NEW TOTAL OF $517,125.

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

WHEREAS, C/CAG has entered into two grant agreements by action of the C/CAG Board and matched funds to those grant agreements for the development of the Regionally Integrated Climate Action Planning Suite (RICAPS), tools to support cites in the development of climate action plans; and

WHEREAS, staff from eighteen cities in San Mateo County have now used the RICAPS tools and have successfully completed or are writing draft climate action plans for adoption by said cities; and

WHEREAS, C/CAG desires to obtain additional services from DNV GL for technical assistance to fulfill ongoing climate action planning needs funded under the 2016 Local Government Partnership Agreement between C/CAG and PG&E; and

WHEREAS, C/CAG staff recommends extending the agreement with DNV GL for one year because it is in the best interest of C/CAG and the cities in San Mateo County and the County, given DNV GL's existing engagements with the cities, experience and knowledge of this project;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County authorizing the Chair to execute Amendment No. 2 to the agreement between C/CAG and DNV GL extending an agreement with DNV GL to December 31, 2016 and adding an additional $145,000 to a new total $517,125 for technical assistance to cities for climate action planning.

PASSED, APPROVED, AND ADOPTED THIS 10TH DAY OF DECEMBER, 2015.

_____

Mary Ann Nihart, Chair

AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
DNV GL

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as "C/CAG") and DNV GL (hereinafter referred to as "Contractor") are parties to an agreement originally dated February 14, 2013, for climate action technical services for cities in San Mateo County, the County and C/CAG; and

WHEREAS, the existing agreement expires on December 31, 2015; and

WHEREAS, the contractor business name has changed from KEMA to DNV GL; and

WHEREAS, C/CAG desires to add $145,000 to the agreement for additional services in calendar year 2016; and

WHEREAS, the parties desire to amend the technical support contract as set forth herein.

IT IS HEREBY AGREED by C/CAG and Contractor as follows:

1. Section 1 of the technical assistance agreement is hereby replaced in its entirety by the following:

   Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibits A, attached hereto (the "Services"). All Services are to be performed and completed by December 31, 2016.

2. Section 2 of the technical assistance agreement is hereby replaced in its entirety by the following:

   Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Contractor on a time and materials basis based on the cost rates set forth in Exhibit A up to a maximum amount of five hundred and seventeen thousand one hundred and twenty five dollars ($517,125) for Services provided during the Contract Term as set forth below. Payments shall be made to Contractor month 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. Section 5 of the technical assistance agreement is hereby replaced in its entirety by the following:

Contract Term: This agreement shall be in effect as of February 15, 2013 and shall terminate on December 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. Either party shall have the right to terminate this Agreement and/or and Task Order should the other party default in its obligation under this Agreement and/or Task Order, and either fail to correct such default within ten (10) days after receipt of written notice specifying same, or, if the default in not curable within such time, fail to take the reasonable and necessary steps to begin to cure the default.

4. Except as expressly amended herein, all other provisions of the technical services agreement shall remain in full force and effect.

5. This amendment shall take effect upon the date of execution by both parties.

City/County Association of Governments (C/CAG)

_____

Mary Ann Nihart, Chair

Date: _____

DNV GL (Contractor)

_____

By

Title:_____

Date:_____

Approved as to form:

_____

Legal Counsel for C/CAG

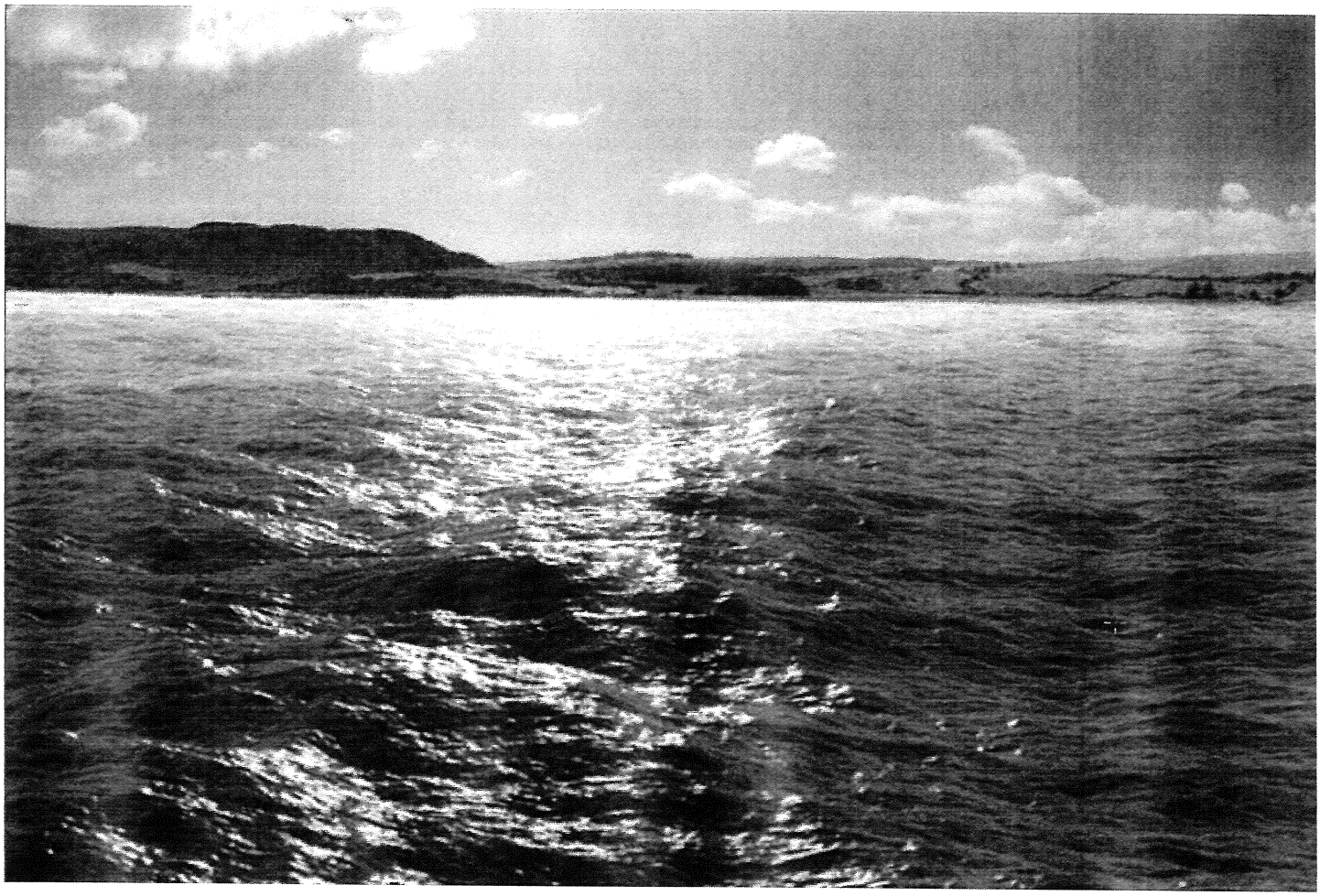
DNV·GL

2016 RICAPS Program

Scope of Work

Prepared for C/CAG

December 1, 2015



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1. Introduction

The purpose of this document is to present DNV GL's proposed scope of work for the Regionally Integrated Climate Action Planning Suite (RICAPS) program. This scope of work is designed to build upon the services, tools and templates developed to date and assist the RICAPS program to deliver superior sustainability and climate planning services for cities county-wide. Key initiatives for 2016 include climate action progress tracking (open data portal), greenhouse gas inventories, zero net energy strategic planning and updates to climate action plans for 2030 and beyond.

2. Scope of Work

In this section we briefly describe the services proposed for the RICAPS 2016 program year.

2.1 Task 1. Monthly RICAPS meetings

RICAPS will continue to facilitate monthly meetings related to the technical aspects of climate action planning and implementation. These meetings will be primarily held as webinars, with 4 in-person meetings planned in 2016. The purpose of these meetings is three-fold:

1) To provide training and technical assistance related to climate planning, tracking and implementation;

2) To enable information sharing and peer-to-peer learning amongst the San Mateo County jurisdictions;

3) To encourage regional collaboration in regards to energy and emission reduction activities.

A key benefit of the monthly meetings is providing a forum for city staff to share information, best practices, and lessons learned in relation to developing and implementing their climate action plans. RICAPS will continue to bring together speakers around timely topic areas and to facilitate discussions amongst the jurisdictions around effective methodologies for tracking and monitoring climate action plan progress.

C/CAG staff will lead the outreach to speakers, including any coordination calls amongst speakers, and put together the agendas and presentation templates for the meetings. DNV GL will participate in planning calls, assist with a syllabus or curriculum for the year, and provide input on specific meeting topics.

<u>Monthly RICAPS Meeting Deliverables:</u>

- Attendance and assistance in leading monthly RICAPS working group meetings (assume 12 meetings in 2016; with 4 in-person and 8 by conference call)
- Attend and participate in RICAPS monthly strategic planning sessions
- Provide to C/CAG monthly progress reports, tracking sheets and other reports, as needed

2.2 Task 2. Technical support for cities

As of December 2015, eighteen jurisdictions (17 cities and the County) have draft climate action plans, with 11 formally adopted. Of the remaining 3 cities, all are actively working on the draft climate action plans now: Towns of Atherton, and cities of San Bruno and Half Moon Bay.

Additionally, several jurisdictions are interested in CAP updates and assistance with new or updated CAP measures in order to set new GHG reduction goals for 2030. These jurisdictions include: Menlo Park, San Carlos, and unincorporated County, and others. RICAPS will continue to provide support for jurisdictions to develop CAPs and updated CAPs using the RICAPS tools.

Typically, cities need the most help in facilitating the project, communicating the purpose of the climate action plan to stakeholders, technical assistance related to the GHG emissions baseline, emissions forecast and reduction target setting, and selecting and analyzing the emission reduction measures appropriate for their jurisdiction. Sometimes, cities also need assistance understanding how to customize the CAP Template with their results.

RICAPS will also continue to provide assistance to other cities in the County to formally adopt the climate action plans. These include the following 4 jurisdictions: cities of Belmont, Foster City, Millbrae, and Portola Valley. The assistance for these cities include answering questions and providing technical assistance with revising draft CAPs to address stakeholder comments as the plans are delivered to Council.

<u>Technical Assistance Deliverables:</u>

The following deliverables will be completed and customized for jurisdictions developing their climate action plans:

- GHG Forecast and Reduction Target tool
- Menu of Measures: Select and Analyze Emission Reduction Measures
- Review of CAP documents prepared by each city

- Attend kick-off meetings with cities starting new CAPs (for beyond 2020) and one City Council meeting for adoption.

For cities with draft (or final) climate action plans, this task includes:

- Conference calls and additional assistance for jurisdictions (e.g., those with questions about updating the climate action plan, or assistance with revisions/initial study/negative declarations or bringing the CAP to City Council for adoption)

2.3 Task 3. 2015 Municipal GHG inventories

The RICAPS program will also provide technical assistance to jurisdictions wishing to complete a municipal GHG inventory related to government operations (e.g., city-owned facilities, city-paid utility bills, fleet vehicles, etc). DNV GL will develop customized Excel data collection templates for each city to use in its data collection efforts.

The customized templates will be based on each city's previous municipal GHG inventory (e.g., 2005 or other baseline year) and include the necessary data fields (e.g., related to wastewater treatment plant (if any), type of fleet data previously obtained, list of buildings, etc.

Our overall approach to assisting the jurisdictions will be to develop customized tools and templates, and be available for questions and technical assistance, support and training; with city staff completing the bulk of the work needed to collect the data and follow up with the necessary contacts to obtain and compile the actual data. DNV GL assumes that C/CAG or RICAPS staff will work with PG&E to collect the necessary data for the cities. DNV GL will assist with parsing out the data for each city.

This task assumes that cities will use their existing municipal operations GHG inventory report as a template, and this report template will not require additional development. RICAPS will provide general training to the participating jurisdictions on how to write an inventory update report. Each jurisdiction will customize the template and add their jurisdiction-specific results to produce final municipal operations GHG update report.

Finally, RICAPS will provide technical assistance to answer questions from jurisdictions and provide recommended assumptions/calculation methodologies and data sources, where needed.

<u>Municipal GHG Inventory Deliverables:</u>

- Customized municipal GHG inventory data collection Excel templates
- Assistance with employee commute surveys
- Answer questions related to the template and provide additional support as needed

2.4 Task 4. 2014 Community GHG inventories

Due to the time lag in data availability for completing community GHG inventories, DNV GL only completed the 2011-2013 community GHG inventories for all 21 jurisdictions in San Mateo County. Electricity and natural gas consumption data from PG&E is expected by end of December 2015 or early 2016. Some water usage data for fiscal year 2014-2015 is also not expected until mid-2016.

The RICAPS program will provide community-wide greenhouse gas (GHG) inventory updates to each of the 21 jurisdictions in San Mateo County for the year 2014. The community-wide inventories will be completed consistent with the 2010 community-wide GHG inventory updates completed by DNV GL.

Previous GHG inventory updates for 2010-2013 were completed in compliance with the U.S. Protocol for Community-scale Greenhouse Gas Emissions, the LGOP, and the BAAQMD CEQA Guidance and GHG Plan Level Guidance.[1] However, some customization was provided to individual jurisdictions based on their individual 2005 baseline methodologies. For instance, some changes were made to standard assumptions (e.g., use of Caltrain ridership rather than Caltrain miles of track) to better match each jurisdiction's 2005 baseline GHG emissions inventory. Furthermore, a few jurisdictions chose to use origin-destination for transportation emissions based on their 2005 inventory, while other jurisdictions used in-boundary method.

The RICAPS program will provide updated annual community-wide GHG emissions inventories in a manner consistent with each city's preferred methodology for emissions accounting. Each jurisdiction will receive the data in an Excel workbook, which includes a high level overview of the city's emissions trend.

Community GHG Inventory Deliverables:

- Draft and final Excel workbook of community-wide GHG inventory data for 2014 for 21 jurisdictions in San Mateo County

[1] Prepared by the Bay Area Air Quality Management District (BAAQMD); available at: http://www.baaqmd.gov/Divisions/Planning-and-Research/CEQA-GUIDELINES/Tools-and-Methodology.aspx

2.5 Task 5. Progress Tracking and Open Data Portal

To support cities and the public in tracking progress on GHG emissions reductions across the County, the RICAPS program has developed a set of inventory metrics and CAP progress indicators to be posted on the County's Open Data Portal.

DNV GL will support the RICAPS program supporting provision of the inventory metrics data to the County's data team. Furthermore, DNV GL will also assist with the CAP progress indicators, as identified previously in 2015, with a focus on priority 1 CAP progress indicators. Where possible, DNV GL will help identify data sources and organize the results. DNV GL will also provide input on the how the information should be displayed and some suggested narrative language around any embedded graphics for city websites.

Progress Tracking and Open Data Portal Deliverables:

- Participate in up to 4 planning meetings with county staff
- Assist with data compilation and formatting of data

2.6 Task 6. Climate Action Planning - Zero Net Energy Technical Assistance

The RICAPS program will provide support for high performance buildings and zero net energy goals for the county. DNV GL will provide technical assistance with zero net energy action plans for cities focused on workforce development, training, public buildings and privately developed buildings. DNV GL can provide a range of services, including working with design teams for public buildings to explore different high performance design strategies, develop fact sheets, assist with trainings and workshops with building officials.

While DNV GL could provide building specific simulation modeling and design charrettes, this is not included in this scope of work.

Zero Net Energy Deliverables:

- Provide limited technical assistance related to building specific ZNE strategies, including example ZNE action plans templates, models, ordinances, etc.

3. Estimated Costs

The estimated costs provided in this section assume that DNV GL will provide the services described above, on behalf of and in collaboration with C/CAG for implementation of the RICAPS program.

Table 1. Estimated Project Costs

	Number (Units)		Cost per Unit	Hours per Unit	Total cost
Monthly RICAPS working group meetings					
Planning and preparation of materials, program support (e.g., surveys, outreach, planning calls, etc)	12	months	$ 2,550	15	$ 30,600
Monthly RICAPS meeting (assume 1-2 staff, 4 in-person)	12	months	$ 1,020	6	$ 12,240
Total Task 1					**$ 42,840**
Technical Support for cities					
Assist with drafting climate action plan/update	4	cities	$ 6,800	40	$ 27,200
Assist cities to finalize CAPs and bring to Council	4	cities	$ 1,530	9	$ 6,120
Total Task 2					**$ 33,320**
Municipal GHG inventories					
Customized data template and PG&E data	10	jurisdictions	$ 1,700	10	$ 17,000
Training and technical assistance	10	jurisdictions	$ 680	4	$ 6,800
Review inventory results	10	jurisdictions	$ 510	3	$ 5,100
Total Task 3					**$ 28,900**
Community GHG inventories					
Collect data and calculate emissions	21	jurisdictions	$ 680	4	$ 14,280
Draft summary results and work with cities to finalize	21	jurisdictions	$ 680	4	$ 14,280
County-wide roll-up of emissions for 2014	1	county	$ 1,020	6	$ 1,020
Total Task 4					**$ 29,580**
Progress Tracking and Open Data Portal					
Participate in additional planning meetings	4	meetings	$ 340	2	$ 1,360
Assist with data compilation and formatting	1		$ 3,570	21	$ 3,570
Total Task 5					**$ 4,930**
Zero Net Energy Strategic Planning Support					
Provide technical assistance	1		$ 2,040	12	$ 2,040
Participate in meetings/workshops	3	meetings	$ 1,020	6	$ 3,060
Total Task 6					**$ 5,100**
				Direct costs	**$ 330**
				Total:	**$145,000**

Table 2. DNV GL 2016 hourly rates.

Title/role	2016 Hourly rates
Principal	$215
Senior Engineer	$195
Senior Consultant	$180
Consultant	$165
Senior Analyst	$145
Junior Consultant	$120
Junior Sustainability Professional	$105
Administrative Support	$90

THIS IS DNV GL

Our vision is to have a Global impact for a safe and sustainable future. We provide classification and technical assurance along with software and independent expert advisory services to the maritime, oil and gas, and energy industries. We also provide certification services to customers across a wide range of industries. Operating in more than 100 countries, our 16,000 professionals are dedicated to helping our customers make the world safer, smarter and greener. For more information on DNV GL, visit www.dnvgl.com.

C/CAG AGENDA REPORT

Date: December 10, 2015

To: C/CAG Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of participating in the Highway 101 Pilot Ramp Metering Project

(For further information, contact Eliza Yu at 650-599-1453 or eyu@smcgov.org)

RECOMMENDATION

That the C/CAG Board of Directors review and approve the participation in the Highway 101 Pilot Ramp Metering Project, to be administered by Caltrans and UC Berkeley's PATH. The pilot project will be on US 101, in the northbound direction only, from Whipple Ave in Redwood City to Anza Boulevard in Burlingame. The pilot project proposes to have the ramp-meters on during non-peak and weekend hours in addition to peak hours. The pilot project will be conducted in late spring of 2016 for approximately two to three months.

FISCAL IMPACT

None

SOURCE OF FUNDS

Caltrans will fully fund this project.

BACKGROUND

In November of 2013, northbound ramp meters were turned on along Highway 101 from SR 92 to the San Francisco County Line. In May of 2014, southbound ramp meters were turned on from SR 92 to the San Francisco County Line. Currently, the ramp meters are operated during peak hours:

- Northbound Monday through Friday from 6:00am-10:00am and 3:00pm-8:00pm.
- Southbound Monday through Friday from 6:00am-10:00am and 2:30pm-8:00pm.

On September 30, 2015, UC Berkeley's PATH (Partners for Advanced Transportation Technology) and Caltrans Headquarters contacted C/CAG staff with a desire to perform a temporary pilot project and study of the US 101 corridors.

Pilot Project Procedures and Duration

The proposed pilot project would be located along Highway 101 starting from Whipple Avenue in Redwood City to Anza Boulevard in Burlingame, in the northbound direction only. The pilot project would extend the duration of the ramp meter operations to non-peak hours and weekends. Existing ramp meter operations would be maintained during peak hours.

Control plans for the non-peak and weekend hours would be developed by creating congestion

detection criteria (based on volume thresholds) and performing system modeling and microscopic traffic simulation. Ramp metering rates would be based on the severity of congestion.

During the weekend and non-peak hours, traffic volumes would be measured by loop detectors upstream of each onramp. New metering plans would be implemented to control the entry of vehicles onto the freeway when congestion thresholds are met. If no congestion is detected, the meters will revert to green or black (off). Otherwise, the meters will cycle.

The implementation of off-peak metering is estimated to last for two to three months, from April to June 2016.

Pilot Project Objectives

After the implementation of this pilot project, UC PATH and Caltrans aim to (1) Evaluate the effectiveness of off peak freeway on-ramp metering in response to recurrent and non-recurrent freeway congestion; and (2) Develop guidelines for the establishment of statewide ramp metering standards. At this time, C/CAG is only being asked to participate in the study by allowing the temporary implementation of ramp metering in San Mateo County beyond the peak period.

On October 16, 2015, the C/CAG's Ramp Metering Technical Committee (RMTC), met to discuss this pilot project. The RMTC is comprised of city staff from every jurisdiction affected by this project in San Mateo County. The RMTC heard a presentation from PATH and all but one jurisdiction recommended participating in the pilot study, on the condition that Caltrans provide adequate levels of outreach to agency staff, elected officials, and the public. Caltrans has informed C/CAG that the outreach they will provide for this pilot project will be similar to previous outreach done on past ramp metering activations in San Mateo County, unless local jurisdictions request otherwise.

On November 19, 2015, the Congestion Management Program Technical Advisory Committee (CMP TAC) received a presentation from PATH. Concerns about public outreach and driver response during non-peak hours were raised, however there was general support as this pilot project is temporary. The CMP TAC was interested about the potential to alleviate congestion on the US 101 using existing infrastructure and also interested to see what impacts it would have on local arterials. The CMP TAC unanimously recommended that C/CAG participate in this pilot project.

On November 30, 2015, the Congestion Management and Environmental Quality Committee (CMEQ) received a presentation from PATH. A question arose about why the proposed pilot project only considers the northbound direction and if both north and southbound directions should be included. The pilot project is on a tight deadline and the proposed scope is already recommended for approval by the RMTC and CMP TAC. Changing the scope at this time could add months of delay to the project. In addition, this pilot project is also funded in whole by Caltrans headquarters and any changes may incur additional cost that Caltrans may not have intended to fund. The CMEQ unanimously recommended that C/CAG participate in this pilot project.

Tentative Timeline

October - November 2015 – Bring the Pilot Project to RMTC, CMP TAC, and CMEQ for Approval
December 2015 – Bring the Pilot Project to C/CAG Board for Approval
January - March 2016 – Conduct a field test in preparation for the Pilot Project
April – June 2016 – Implement the Pilot Project
July – August 2016 – Analyze and Share the Results of the Pilot Project

ATTACHMENTS

1. Highway 101 Ramp Metering Pilot Project PowerPoint Presentation Slides

Highway 101 Ramp Metering Pilot Project

A COLLABORATIVE PROJECT BETWEEN CALTRANS AND UC BERKELEY PATH (PARTNERS FOR ADVANCED TRANSPORTATION TECHNOLOGY)

Background

- September 2015: Caltrans and UC Path approached C/CAG to see if we would like to participate in this pilot project
- October-November 2015: C/CAG staff brought the pilot project to RMTC, CMP TAC and CMEQ for discussion and recommendation
  - Concerns about public outreach arose at RMTC and CMP TAC. Caltrans assures that the same public outreach efforts will be made similar to previous San Mateo County ramp metering projects.
  - RMTC, CMP TAC and CMEQ recommend approval of C/CAG's participation in this pilot project

Project Timeline

- October - November 2015 –Pilot Project presented to RMTC, CMP TAC, and CMEQ for Approval
- December 2015 –Pilot Project presented to C/CAG Board for Approval
- January - March 2016 – Conduct a field test in preparation for the Pilot Project
- April – June 2016 – Implement the Pilot Project (turn on meters)
- July – August 2016 – Analyze and Share the Results of the Pilot Project to C/CAG

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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November 18, 2015

Mayor DeGolia
Town of Atherton
91 Ashfield Road
Atherton, CA 94027

RE: Response to Town of Atherton comment letter on the Airport Land Use Compatibility Plan for the Environs of San Carlos Airport

Mayor DeGolia:

Thank you for your comment letter on the Airport Land Use Compatibility Plan (ALUCP) for the Environs of San Carlos Airport. The C/CAG Board of Directors adopted the ALUCP for the Environs of San Carlos Airport at the October 8, 2015 Board meeting. The responses to comments received can be found in the Public Outreach Summary for the ALUCP for the Environs of San Carlos Airport located at the links below.

http://www.alucp-sancarlosairport.com/pdf-links/SQL_ALUCP_PublicOutreachSummary.pdf.

http://www.alucp-sancarlosairport.com/

Regards,

Tom Madalena
Transportation Planning Manager

Enclosure

Cc: Honorable Members of the City Council

555 County Center, 5th Floor, Redwood City, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227