

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • East Palo Alto • Foster City • Half Moon Bay • Hillsborough • Menlo Park
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C/CAG BOARD MEETING NOTICE and SAN MATEO COUNTY AIRPORT LAND USE COMMISSION MEETING NOTICE

Meeting No. 307

- DATE:** Thursday, April 12, 2018
- TIME:** 6:30 P.M.
- PLACE:** San Mateo County Transit District Office
1250 San Carlos Avenue, Second Floor Auditorium
San Carlos, CA
- PARKING:** Available adjacent to and behind building.
Please note the underground parking garage is no longer open.
- PUBLIC TRANSIT:** SamTrans
Caltrain: San Carlos Station.
Trip Planner: <http://transit.511.org>

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PLEDGE OF ALLEGIANCE
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.
- 4.0 PRESENTATIONS/ ANNOUNCEMENTS
- 4.1 Certificate of Appreciation to Alicia C. Aguirre, Councilmember of City of Redwood City for her Leadership as the Chair of C/CAG.
- 5.0 CONSENT AGENDA

p. 1

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. 306 dated March 8, 2018. ACTION p. 2
- 5.2 Receive copy of 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 executed contract between C/CAG and S. Groner Associates for marketing support for the San Mateo County Energy Watch program for an amount not to exceed \$19,770 through December 31, 2018 ACTION p. 8
 - 5.2.2 Receive a copy of an executed contract amendment between C/CAG and Michael Baker International, extending the contract term to October 31, 2018, with no additional funds. ACTION p. 14
 - 5.2.3 Receive a copy of an executed three-year contract between C/CAG and AM Conservation for supplies for the “Check It Out, Home Energy and Water Saving Toolkit” for an amount not to exceed \$20,000 consistent with C/CAG procurement policy. ACTION p. 17
 - 5.2.4 Receive a copy of executed Amendment No. 1 to the Agreement with CDM Smith for the C/CAG Priority Development Area Parking Policy Technical Assistance Program for time extension only. ACTION p. 24
- 5.3 Review and approval of Resolution 18-15 determining that the proposed residential development project at 1548 Maple Street, Redwood City, including establishment of a new Mixed Use Waterfront Zoning District and associated rezoning, is consistent with the Comprehensive Airport Land Use Compatibility Plan for San Carlos Airport. ACTION p. 27
- 5.4 Review and approval of the request for reallocation of FY 2015-16 Transportation Development Act Article 3 (TDA 3) funds for the City of Daly City Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvement Project. ACTION p. 51
- 5.5 US 101 Managed Lane Memorandum of Understandings (MOU) and Cooperative Agreements
 - 5.5.1 Review and approval of Resolution 18-16 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) co-sponsoring the design and right of way phase of the US 101 Managed Lane Project in San Mateo County from Matadero Creek in Santa Clara County to I-380. ACTION p. 55
 - 5.5.2 Review and approval of Resolution 18-17 authorizing the C/CAG Chair to execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and C/CAG for the design and right of way phases of the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380. ACTION p. 68
 - 5.5.3 Review and approval of Resolution 18-18 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) to co-sponsor the project study report of the US 101 Managed Lane Project north of I-380. ACTION p. 72

- 5.6 Review and approval of Resolution 18-19 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo Office of Sustainability for an amount not to exceed \$40,000 for staff services for the Resource Management and Climate Protection Committee and the Local Task Force for fiscal year 2018-19. ACTION p. 84
- 5.7 Receive an update regarding the 2018 State Transportation Improvement Program (STIP) for San Mateo County. INFORMATION p. 92
- 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. 95
- 6.2 Review and approval of the appointment of Carol Ford to the C/CAG Airport Land Use Committee (ALUC) to fill the vacant Aviation Representative seat. ACTION p. 101
- 6.3 Initial draft, assumptions, and input on the C/CAG Fiscal Year 2018-19 Program Budget and Member Fees. ACTION p. 104
- 6.4 Receive an update on the “*Floods, Droughts, Rising Seas, Oh My!*” Challenges and Opportunities for Water Management in San Mateo County summit. INFORMATION p. 110
- 7.0 COMMITTEE REPORTS
- 7.1 Committee Reports (oral reports)
- 7.2 Chairperson’s Report
- 7.3 Board Members Report/ Communication
- 8.0 EXECUTIVE DIRECTOR’S REPORT
- 9.0 COMMUNICATIONS - Information Only
- 9.1 Letter from Sandy Wong, Executive Director, City/County Association of Governments of San Mateo County, to all City Managers and County Manager, cc’d to all Public Work Directors, dated March 16, 2018. RE: Funding Allocation for Local Share under Measure M (\$10 Vehicle Registration Fee) – Fiscal Year 2017/18 (1st half) p. 111
- 10.0 ADJOURNMENT

Next scheduled meeting May 10, 2018

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

May 10, 2018	C/CAG Board – SamTrans, 2nd Flr Auditorium – 6:30 p.m.
May 10, 2018	Legislative Committee - SamTrans 2nd Flr Auditorium – 5:30 p.m.
May 16, 2018	RMCP Committee – 555 County Center, 5th Flr, Conf. Rm 1 – 2 p.m
May 16, 2018	San Mateo County Water Coordination Committee – San Mateo City Hall – Conf. Rm C – 7:30 a.m.
May 17, 2018	CMP Technical Advisory Committee – SamTrans, 2nd Flr Auditorium – 1:15 p.m.
May 17, 2018	Stormwater Committee – SamTrans, 2nd Flr Auditorium – 2:30 p.m.
May 21, 2018	CMEQ Committee – San Mateo City Hall – Conf. Rm C – 3 p.m.
May 24, 2018	Airport Land Use Committee – 501 Primose Rd, Burlingame, CA – Council Chambers 4p.m.
May 24, 2017	BPAC Committee - San Mateo City Hall – Conference Room – 7:00 p.m.
May 29, 2018	Administrators’ Advisory Committee – 555 County Center, 5th Flr, Redwood City – 12 p.m.

C/CAG

ITEM 4.1

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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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 ALICIA C. AGUIRRE FOR HER LEADERSHIP AS THE CHAIR OF C/CAG

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

Whereas, Alicia C. Aguirre has served as Mayor for the City of Redwood City from 2011 to 2013 and Vice Mayor from 2009 to 2011, and

Whereas, Alicia C. Aguirre has served on the C/CAG Board of Directors, representing the City of Redwood City since 2013, and has successfully served as C/CAG Chair from April 2016 to March 2018, and

Whereas, Alicia C. Aguirre has served on the C/CAG Finance Committee, Legislative Committee, Administrator's Advisory Committee, Congestion Management & Environmental Quality Committee, and

Whereas, Alicia C. Aguirre serves as a Commissioner on the Metropolitan Transportation Commission (MTC) representing cities of San Mateo County, and

Whereas, Alicia C. Aguirre dedicated her services to the people of San Mateo County through her leadership on the C/CAG Board of Directors and committees, and

Whereas, Alicia C. Aguirre is a steadfast leader and has dedicated her time as an active community member, she has served on numerous community boards in San Mateo County and the State of California and has received many awards.

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Alicia C. Aguirre for her dedicated leadership and wishes her continued successes.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF APRIL, 2018.

Maryann Moise Derwin, Chair

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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BOARD MEETING MINUTES

Meeting No. 306
March 8, 2018

1.0 CALL TO ORDER/ROLL CALL

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

Belmont	– Doug Kim
Brisbane	– Cliff Lentz
Burlingame	– Ricardo Ortiz
Colma	– Diana Colvin (6:32 p.m.)
Daly City	– Juslyn Manalo
East Palo Alto	– Lisa Gauthier
Foster City	– Herb Perez (6:37 p.m.)
Hillsborough	– Marie Chuang
Millbrae	– Gina Papan
Pacifica	– John Keener
Portola Valley	– Maryann Moise Derwin
Redwood City	– Alicia Aguirre
San Bruno	– Irene O’Connell
San Mateo	– Diane Papan
San Mateo County	– David Canepa
South San Francisco	– Karyl Matsumoto (SamTrans & TA)
Woodside	– Deborah Gordon

Absent:

Atherton
Half Moon Bay
Menlo Park
San Carlos

Others:

Sandy Wong	– C/CAG Executive Director
Nirit Eriksson	– C/CAG Legal Counsel
John Hoang	– C/CAG Staff
Jean Higaki	– C/CAG Staff
Matt Fabry	– C/CAG Staff
Reid Bogert	– C/CAG Staff
Jeff Lacap	– C/CAG Staff
Sara Muse	– C/CAG Staff

Susy Kalkin – C/CAG Staff
Kim Springer – San Mateo County
John Ford – Commute.org
Marge Colapietro – Millbrae
Thea Henry-Hamilton – Public
Other members of the public attended.

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Note: Public comment is limited to two minutes per speaker.

None.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

None.

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.

Board Member Gauthier MOVED approval of Items 5.1, 5.2.1, 5.3, 5.4, 5.5.1, 5.5.2, 5.6, 5.7, 5.8, 5.9, and 5.10. Board Member Canepa SECONDED. **MOTION CARRIED 17-0-0**

5.1 Approval of the minutes of regular business meeting No. 305 dated February 8, 2018. APPROVED

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

5.2.1 Receive a copy of the executed agreement with Kimley Horn and Associates to provide Traffic Light Synchronization Program (TLSP) Project Closeout Benefit Analysis Support Services in an amount not to exceed \$19,210. APPROVED

5.3 Review and approval of the appointment of Councilmember Herb Perez (Foster City) to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) to fill one vacant elected member seat. APPROVED

5.4 Review and approval of Resolution 18-07 authorizing the adoption of the Fiscal Year 2018/19 Expenditure Plan for the Transportation Fund for Clean Air (TFCA) County Program Manager Fund for San Mateo County. APPROVED

5.5 Local Partnership Program (LPP) of the Senate Bill (SB1) funding programs.

5.5.1 Review and approval of authorizing the Executive Director to submit an allocation request to the California Transportation Commission (CTC) for the Senate Bill (SB1) Local Partnership Program (LPP) Formula Funds for FY 2017/18 and 2018/19 in the amount of \$270,000 to support the US 101 Managed Lanes project. APPROVED

5.5.2 Review and approval of co-sponsoring an application with the San Mateo County

Transportation Authority (SMCTA) for the Senate Bill (SB1) competitive Local Partnership Program (LPP) requesting \$20 million for the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380 APPROVED

- 5.6 Review and approval of Resolution 18-13 determining that South San Francisco's 2017 Oyster Point Specific Plan Update, including related General Plan, Zoning Ordinance and Specific Plan Amendments, is consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. APPROVED
- 5.7 Review and approval of the Finance Committee's recommendation of no change to the investment portfolio and accept the Quarterly Investment Report as of December 31, 2017. APPROVED
- 5.8 Review and approval to join the California Association of Councils of Government (CALCOG) a non-profit entity that provides tools and information sharing to facilitate effective regional governance related to transportation, housing, and climate change policy. APPROVED
- 5.9 Review and approval of the appointment of Robert Ovadia, Public Works Director for the Town of Atherton, and Maziar Bozorginia, City Engineer for the City of Half Moon Bay, to serve on C/CAG's Stormwater Committee. APPROVED
- 5.10 Review and approve the appointment of Robert Ovadia from the Town of Atherton and Maz Bozorginia from the City of Half Moon Bay to the Congestion Management Program Technical Advisory Committee (CMP TAC). APPROVED

6.0 REGULAR AGENDA

- 6.1 Review and approval of C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified). Further approve of Resolution 18-12 in support of Proposition 69 and opposing the repeal of SB 1 and approve of Resolution 18-14 in support of Proposition 68. APPROVED

Jean Higaki, C/CAG staff, presented an update on state legislation and forwarded recommendations made by the Legislative Committee. Topics included AB 1405 (Mullin) - a bill authorizing digital advertisements on state highways, the status of the SB 1 repeal campaign, as well as two ballot initiatives that will appear on the June 5 primary election ballot – Propositions 68 (Water/Parks Bond) and Proposition 69 (transportation revenue protections). The Board was presented with two resolutions for approval. The legislative committee wanted to note that their recommendation to support Proposition 68 was mainly for the water components.

Board Member Ortiz MOVED to send a resolution in support Proposition 69 protecting transportation funding and opposing the repeal of SB 1. Board Member Chuang SECONDED. **MOTION CARRIED 17-0-0.**

Board member Chuang MOVED to send a resolution in support Proposition 68. Board member D. Papan SECONDED. **MOTION CARRIED 17-0-0.**

The Board expressed concerns with SB 827 (Wiener), Planning and Zoning Near Transit – that would authorize a transit-rich housing project to receive a transit-rich housing bonus and exempt a project from various local requirements.

Board Member G. Papan MOVED to oppose SB 827 as written. Board Member Ortiz SECONDED.
MOTION CARRIED 17-0-0.

- 6.2 Review and approval of the appointments of two public members to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms. ACTION

The Board received the following letters from candidates regarding their respective interest in serving on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms:

Daina Lujan, City of South San Francisco
Marge Colapietro, City of Millbrae
Thea Henry-Hamilton, Town of Atherton

In addition, the Board received in-person presentations from the following two candidates:

Marge Colapietro, City of Millbrae
Thea Henry-Hamilton, Town of Atherton

Results from balloted votes were announced:

Daiana Lujan – City South San Francisco

Doug Kim – City of Belmont
Cliff Lentz – City of Brisbane
Ricardo Ortiz – City of Burlingame
Diana Colvin – Town of Colma
Juslyn Manalo – City of Daly City
Lisa Gauthier – East Palo Alto
Herb Perez – City of Foster City
Marie Chuang – Town of Hillsborough
Gina Papan – City of Millbrae
John Keener – City of Pacifica
Irene O’Connell – City of San Bruno
Diane Papan – City of San Mateo
Karyl Matsumoto – City of SSF
David Canepa – County of San Mateo
Alicia Aguirre – City of Redwood City
Mayann Moise Derwin – Town of Portola Valley
Deborah Gordon – Town of Woodside

Marge Colapietro – City of Millbrae

Doug Kim – City of Belmont
Cliff Lentz – City of Brisbane
Ricardo Ortiz – City of Burlingame
Diana Colvin – Town of Colma
Juslyn Manalo – City of Daly City
Lisa Gauthier – East Palo Alto
Herb Perez – City of Foster City
Marie Chuang – Town of Hillsborough
Gina Papan – City of Millbrae
John Keener – City of Pacifica
Irene O’Connell – City of San Bruno
Diane Papan – City of San Mateo
Karyl Matsumoto – City of SSF
David Canepa – County of San Mateo

Thea Henry-Hamilton – Foster City

Alicia Aguirre – City of Redwood City
Maryann Moise Derwin – Town of Portola Valley
Deborah Gordon – Town of Woodside

Absent – Atherton, Half Moon Bay, Menlo Park and San Carlos

Diana Lujan 17 votes and Marge Colapietro 14 votes and both with the highest votes and have been elected to serve on the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms.

- 6.3 Receive a presentation from John Hoang and Sara Muse, C/CAG staff, on the “Carpool in San Mateo County!” INFORMATION
- 6.4 Receive a presentation from John Ford, Commute.org, on the progress and update of their agency. INFORMATION
- 6.5 Election of a C/CAG Chairperson and a C/CAG Vice Chairperson. APPROVED

Board Member G. Papan MOVED to elect Maryann Moise Derwin as C/CAG Chairperson. Board Member Ortiz SECONDED. **MOTION CARRIED 17-0-0.**

The Board received the following letters from candidates regarding their respective interest in serving for C/CAG Vice Chairperson:

Marie Chuang, Town of Hillsborough
 Doug Kim, City of Belmont

Results from balloted votes were announced:

Marie Chuang – Town of Hillsborough

Doug Kim – City of Millbrae

Ricardo Ortiz – City of Burlingame
 Diana Chuang – Town of Colma
 Juslyn Manalo – City of Daly City
 Lisa Gauthier – East Palo Alto
 Herb Perez – City of Foster City
 Marie Chuang – Town of Hillsborough
 Gina Papan – City of Millbrae
 Alicia Aguirre – City of Redwood City
 Diane Papan – City of San Mateo
 Karyl Matsumoto – City of South San Francisco
 David Canepa – County of San Mateo

Cliff Lentz – City of Brisbane
 John Keener – City of Pacifica
 Maryann Moise Derwin – Town of Portola Valley
 Irene O’Connell – City of San Bruno
 Deborah Gordon – Town of Woodside

Absent – Atherton, Half Moon Bay, Menlo Park and San Carlos

Marie Chuang had the highest votes 11-5 and has been elected to serve as C/CAG Vice Chairperson. Doug Kim abstain.

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

7.2 Chairperson’s Report

Chair Aguirre welcomed new Board member from Daly City, Juslyn Manalo. She also announced she will be making a trip to D.C. as part of the MTC lobbying effort.

7.3 Board Members Report/ Communication

8.0 EXECUTIVE DIRECTOR’S REPORT

Executive Director Sandy Wong reminded Board members of the filing deadline for Form 700. She also provided a one-page handout on the March 30, 2018 water conference. She informed the Board that the US 101 Managed Lanes project team has submitted a \$200 million grant application for SB 1 funds.

9.0 COMMUNICATIONS - Information Only

9.1 Letter from Sandy Wong, Executive Director, City/County Association of Governments of San Mateo County, to Mr. Jim Eggemeyer, Office of Sustainability, dated February 13, 2018. RE: Support Letter for the Unincorporated San Mateo County Bicycle and Pedestrian Master Plan, Caltrans Transportation Planning Grant Program Application p. 102

9.2 Letter from Sandy Wong, Executive Director, City/County Association of Governments of San Mateo County, to Mr. Brad Donohue, Town of Colma Director of Public Works, dated February 14, 2018. RE: Letter of Support for El Camino Real Bicycle & Pedestrian Improvements Project p. 103

9.3 Letter from Sandy Wong, Executive Director, City/County Association of Governments of San Mateo County, to Mr. Broadbent, Bay Area Air Quality Management District’s, dated February 5, 2018. RE: Bay Area Air Quality Management District’s Application to the California Energy Commission’s Solicitation: Electric Vehicle (EV) Ready Communities Challenge (GFO-17-604) p. 104

10.0 ADJOURNMENT – 8:00 p.m.

C/CAG Retreat – May 10, 2018

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive a copy of an executed contract between C/CAG and S. Groner Associates for marketing support for the San Mateo County Energy Watch program for an amount not to exceed \$19,770 through December 31, 2018.

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

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of an executed contract between C/CAG and S. Groner Associates for marketing support for the San Mateo County Energy Watch program for an amount not to exceed \$19,770 through December 31, 2018.

FISCAL IMPACT

The \$19,770 is funded by the San Mateo County Energy Watch, PG&E Local Government Partnership (LGP).

BACKGROUND/DISCUSSION

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

For the last five years the SMCEW program has assisted schools with identifying energy efficiency measures to receive Prop 39 funding. SMCEW will support those school districts to create awareness of their efforts for their Prop 39 funding, by developing Prop 39 Impact Statements to share with their stake holders.

C/CAG has contracted with consultant, S. Groner Associates, for similar services through the Stormwater program, consistent with C/CAG's procurement policy, and has been satisfied with the quality of the services. Staff has leveraged that procurement process for these new services for school districts under the SMCEW.

The Agreement between C/CAG and S. Groner Associates, with the scope of work is provided as an attachment to this staff report. These services are consistent with SMCEW marketing and outreach goals and budget.

ATTACHMENT

- 1.) CCAG and S. Groner and Associates Inc. Agreement

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
S. GRONER ASSOCIATES, INC.

This Agreement entered this 6th day of March, 2018, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and S. GRONER ASSOCIATES Inc., hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, C/CAG is prepared to award funding for marketing and outreach assistance to school districts to make them aware of Prop 39 benefits with existing funding available in the San Mateo County Energy Watch, PG&E Local Government Partnership program, marketing and outreach budget; and

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

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 Appendix A, attached hereto (the "Services"). All Services are to be performed and completed by December 31, 2018.
2. 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 Appendix A up to a maximum amount of nineteen thousand seven hundred seventy dollars (\$19,770) for Services provided during the Contract Term as set forth below. Payments shall be made to Contractor monthly based on an invoice submitted by Contractor that identifies expenditures and describes services performed, by task in the scope of work, 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 without advance consultation and approval from C/CAG.
5. Contract Term. This Agreement shall be in effect as of signing of this agreement by all parties and shall terminate on December 31, 2018; 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 any Task Order should the other party default in its obligations under this Agreement and either fail to correct such default within ten (10) days after receipt of written notice specifying same, or, if the default is not curable within such time, fail to take the reasonable and necessary steps to begin to cure the default.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG from all third-party claims, suits or actions for death, bodily injury and direct property damage to the extent caused by the negligence of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

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

7. Insurance: 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 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. Compliance with PG&E Contracts. The Contractor HAS BEEN PROVIDED A COPY OF THE C/CAG Local Government Partnership Agreement between C/CAG and PG&E, AND AGREES TO comply with all contract requirements contained THEREIN WITH REGARD TO THE requirements for CONTRACTORS AND subcontractors, specifically including Data Security, Background Checks, Confidentiality and Data Security, Customer Satisfaction, and Escalation of Complaints and Safety.
9. 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.
10. 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.

11. 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.
12. 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. Contractor shall retain and may use the general knowledge acquired as a result of its creation of the work product or the performance of services hereunder, for its general reference, enhancement of its technical capabilities, and for other purposes. All information and material which was owned by Contractor prior to this Agreement and used by Contractor in the performance of the Agreement shall remain the property of Contractor whether or not such information or material was incorporated in or used to produce any of the work products delivered under this Agreement.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

The Contractor shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. 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.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
16. 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:

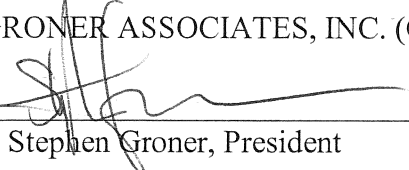
City/County Association of Governments of San Mateo County
455 County Center, 4th Floor – OOS
Redwood City, CA 94063
Attention: Kim Springer

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

S. GRONER ASSOCIATES, INC.
100 West Broadway, Suite 290
Long Beach, CA 90802
Attention: Stephen Groner

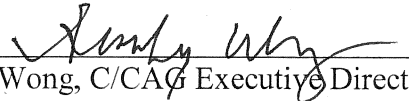
IN WITNESS WHEREOF, the parties hereto have affixed their hands to this Agreement on the day and year first above written.

S. GRONER ASSOCIATES, INC. (Contractor)

By  _____
Stephen Groner, President

3-16-18
Date

City/County Association of Governments (C/CAG)

By  _____
Sandy Wong, C/CAG Executive Director

3-15-18
Date

C/CAG Legal Counsel
Approved as to Form:

By  _____

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive a copy of an executed contract amendment between C/CAG and Michael Baker International, extending the contract term to October 31, 2018, with no additional funds.

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

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of an executed contract amendment between C/CAG and Michael Baker International, extending the contract term to October 31, 2018, with no additional funds.

FISCAL IMPACT

The Agreement with Michael Baker International for website services for the San Mateo County Energy Watch program is funded under the marketing budget of the Local Government Partnership (LGP) agreement between C/CAG and PG&E.

BACKGROUND/DISCUSSION

San Mateo County Energy Watch (SMCEW) Program is a LGP between C/CAG and PG&E and is managed and staffed by the County Office of Sustainability. The Program maintains a website, which houses documents, links, and video resources, for current and future energy efficiency customers to the program. The website can be found at: <http://www.smcenergywatch.com/>

A contract between C/CAG and Michael Baker International (formerly PMC) was executed May 14, 2015 for website services, with a not to exceed amount of \$20,000. The current contract terminates on April 30, 2018. Currently, \$9,210 remains in the contract. This amendment extends the end date of the contract to October 31, 2018 with no additional funding.

SMCEW currently has issued a Request for Proposals for the creation of a new website. The new website will be created with WordPress instead of Drupal to allow SMCEW staff to more easily update and interact with the back end of the website. While the new website is being created SMCEW plans to maintain the old website to continue providing information and updates to the community.

Michael Baker International hosts the current SMCEW website so this contract amendment is needed to continue those hosting services. Once the new website is developed a decision on hosting will be made for the new website. The executed amendment is attached to this staff report.

ATTACHMENTS

- 1.) Michael Baker International Contract Amendment No. 2

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
MICHAEL BAKER INTERNATIONAL (FORMERLY PMC)**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") and Michael Baker International, formerly PMC (hereinafter referred to as "Contractor") are parties to an agreement originally dated May 14, 2015, for website services to the SMC Energy Watch Program (the "PMC Contract"); and

WHEREAS, the PMC Contract was effective May 14, 2015; and

WHEREAS, Amendment No. 1 to the original contract extended the contract end date to April 30, 2018 with no additional funding; and

WHEREAS, the parties desire to extend the end date of the PMC Contract for professional consulting services for the maintenance of the San Mateo County Energy Watch (SMCEW) website again; and

WHEREAS, funds in the amount of \$9,210 remain in the existing PMC Contract to perform the services described in the existing scope of work through October 31, 2018; and

WHEREAS, the parties desire to amend the PMC Contract as set forth herein.

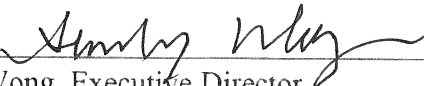
IT IS HEREBY AGREED by C/CAG and Contractor as follows:

1. Section 5 of the PMC Contract is hereby replaced in its entirety by the following:

Contract Term. This Agreement shall be in effect as of May 14, 2015 and shall terminate on October 31, 2018; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' written 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 through the date of termination.

2. Except as expressly amended herein, all other provisions of the PMC Contract shall remain in full force and effect.
3. This amendment shall take effect upon the date of execution by both parties.

City/County Association of Governments
(C/CAG)



Sandy Wong, Executive Director

Date: 4-4-18

Approved as to form:


Legal Counsel for C/CAG

Michael Baker International (Contractor):


By

Title: Vice President

Date: April, 3, 2018

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive a copy of an executed three-year contract between C/CAG and AM Conservation for supplies for the “Check It Out, Home Energy and Water Saving Toolkit” for an amount not to exceed \$20,000 consistent with C/CAG procurement policy.

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

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of an executed three-year contract between C/CAG and AM Conservation for supplies for the “Check It Out, Home Energy and Water Saving Toolkit” for an amount not to exceed \$20,000 consistent with C/CAG procurement policy.

FISCAL IMPACT

San Mateo County Energy Watch (SMCEW) program costs, including staff time and materials for the Library Toolkits, are paid for through implementation funds under the C/CAG – PG&E Local Government Partnership (LGP) agreement.

BACKGROUND/DISCUSSION

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

On April 25, 2017 the Program launched the Check It Out! Energy and Water Saving Toolkit by providing 70 toolkits, shared across all libraries in San Mateo County. Maintaining the contents of the toolkits requires the purchase of both tools that are permanent to the toolkit, and items that will be consumed by the library patrons. Consumable items as well as missing non-consumable items are provided to the libraries by SMCEW staff, and are refilled into the toolkits by library staff at their sites.

SMCEW currently has a contract with AM Conservation that will end on December 31, 2018 to resupply toolkit materials, however only \$768.05 remains on the contract.

SMCEW Program staff received quotes from three different vendors, consistent with the C/CAG procurement policy, and selected AM Conservation. AM Conservation offered the best price and

was the only vendor that carried all the items required for the toolkits.

The agreement is attached to this staff report.

ATTACHMENTS

- 1.) Contract with AM Conservation for the procurement of energy and water saving equipment for the San Mateo County Energy Watch program.

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND AM CONSERVATION FOR THE PROCUREMENT OF ENERGY AND WATER
SAVING EQUIPMENT FOR THE
SAN MATEO COUNTY ENERGY WATCH PROGRAM

This Agreement entered this 3rd day of April, 2018, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and AM CONSERVATION, hereinafter called "Contractor."

WITNESSETH

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

WHEREAS, C/CAG is prepared to award funding for equipment and supplies to support the ongoing Check it Out! Home Energy and Water Saving Toolkit program under the San Mateo County Energy Watch; and,

WHEREAS, C/CAG has solicited and reviewed price quotes consistent with C/CAG's procurement policy, and has determined that Contractor has the requisite supply of required products for the Toolkit at the best price.

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

1. Products to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to provide the required products and pricing as described in Exhibit A, attached hereto (the "Products").
2. Payments. In consideration of Contractor providing the Products, C/CAG shall reimburse Contractor based on the cost and shipping rates set forth in Exhibit A for an amount not to exceed twenty thousand dollars (\$20,000) for Products provided during the Contract Term as set forth below. Payments shall be made to Contractor based on an invoice submitted by Contractor that identifies expenditures and describes Products supplied in accordance with the Agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG, should additional detail be required.
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. Contract Term. This Agreement shall be in effect as of May 1, 2018 and shall terminate on April 30, 2021; 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.
5. Hold Harmless/ Indemnity: Contractor 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 Contractor'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.
6. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party without advance consultation and approval from C/CAG.
7. 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.
8. 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
455 County Center, 5th Floor
Redwood City, CA 94063
Attention: Kim Springer

Notices required to be given to contractor shall be addressed as follows:
AM Conservation
1701 Charleston Regional Parkway, Suite A
Charleston, South Carolina 29492
Attention: Kevin Stralo

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

AM Conservation (Contractor)

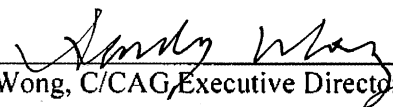
By 

4/3/18
Date

Name Kevin J Stralo

Title Sr Account Executive

City/County Association of Governments (C/CAG)

By 
Sandy Wong, C/CAG Executive Director

4-4-18
Date

C/CAG Legal Counsel

By 

EXHIBIT A

Scope of Work

PRODUCTS AND PRICING

The Contractor shall provide the following products at the price quoted for each order requested by C/CAG. Quantities will fluctuate depending on need with pricing to remain as provided in this Exhibit:

ITEM NO.	DESCRIPTION	UNIT PRICE
	CONSUMABLES	
N2920CH	2.0 GPM NIAGRARA LOW FLOW FIXED SHOWERHEAD CHROME	\$3.95
N3205N-PC-T	.5 GPM TAMPERPROOF PRESSURE COMPENSATED BATH AERATOR	\$0.55
N3104-PC	1.5 GPM PRESSURE COMPENSATED BATH AERATOR	\$0.55
N3140	TOILET LEAK DETECTION DYE TABLETS	\$0.30
LY09A1927KENCL	9 WATT AMCG LED ALAMP (60 watt eqv). ES. 25K. DIM	\$2.25
V443H	VSEAL WEATHERSTRIP 3/16" X 3/8" X 17 FT. ROLL	\$2.35
55111B-2	SWITCH (4) AND OUTLET (8) GASKET PACK	\$1.85

ITEM NO.	DESCRIPTION	UNIT PRICE
	NON-CONSUMABLES	
	PRODUCTS	
PLRSRC	RUBBER COATED PLIERS - 8 INCH	\$12.95
DPB010	WATER FLOW METER MEASURING BAG	\$0.85
AMC114	INFRARED THERMOMETER	\$15.95
9VLTBAT	9 VOLT BATTERY	\$1.15
PT010	PIPE THREAD SEALANT TAPE	\$0.85
THERMSTICK	BI-METAL STICK TEMPERATURE THERMOMETER	\$15.85
AMC111	REFRIGERATOR/FREEZER THERMOMETER	\$1.95
P4400	KILL-A-WATT METER	\$21.50
PTR94	PAINTERS TAPE .94" x 60 yds.	\$11.45
GR30RZ37	HARD PLASTIC TOOL BOX 17" L X 9 13/32" W X 9 H	\$19.76

Ordering and Shipping

The Contractor shall fulfill orders of items listed in this Exhibit within 14 calendar days and guarantee shipping of items to one of the following addresses. Contractor shall confirm proper shipping address with County prior to completing order:

Invoicing Address:

County of San Mateo - OOS
455 County Center, 4th Floor
Redwood City, CA 94063
Att: Kim Springer

Possible Shipping Addresses:

County of San Mateo - OOS
455 County Center, 4th Floor
Redwood City, CA 94063
Attn: OOS Toolkits Coordinator

-or-

County of San Mateo
961 Bing St
San Carlos, CA 94070
Attn: OOS Toolkits Coordinator

Invoicing and Payment:

Contractor shall bill C/CAG by detailed invoice for items delivered at the costs outlined in this Exhibit, up to an amount not to exceed \$20,000 for this Agreement. (Invoices shall be mailed to the Invoicing address above)

Billing Address on invoice:

C/CAG
555 County Center, 5th Floor
Redwood City, CA 94063
Attn: Kim Springer

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive a copy of executed Amendment No. 1 to the Agreement with CDM Smith for the C/CAG Priority Development Area Parking Policy Technical Assistance Program for time extension only.

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

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of executed Amendment No. 1 to the Agreement with CDM Smith for the C/CAG Priority Development Area Parking Policy Technical Assistance Program for time extension only.

FISCAL IMPACT

None, time extension only.

SOURCE OF FUNDS

N/A.

BACKGROUND

In October 2014, the C/CAG Board of Directors approved the establishment of a Priority Development Area (PDA) Parking Policy Technical Assistance Program with \$302,000 in funds that remained from the C/CAG PDA Planning Program and \$40,000 in local matching funds from the C/CAG Congestion Relief Plan Fund. The aim of the program is to provide consultant technical support to jurisdictions in San Mateo County to complete planning projects that facilitate the implementation of parking management strategies in support of growth and development in PDA's. Potential activities include the preparation of parking management plans, zoning code updates, technical studies and analyses, and parking policy implementation plans. CDM Smith was selected as the on-call consultant for this program. The agreement executed between C/CAG and CDM Smith indicated a completion date of May 14, 2018.

In October 2016, the C/CAG Board of Directors adopted the C/CAG Priority Development Area Parking Policy Technical Assistance Program Supplemental Project List which included the City of San Bruno's parking study of the city's Transit Corridor PDA. C/CAG Staff reviewed the scope and budget and issued a task order to CDM Smith to complete the work and provide the deliverables, with a completion date of May 14, 2018.

San Bruno staff requested additional time is needed to complete the work. The agreement between

C/CAG and CDM Smith in addition to the task order for the San Bruno project will now both terminate on September 28, 2018.

The executed agreement is in accordance with the C/CAG Procurement Policy (Revised 11/9/17), Section 5, which states:

“The Executive Director may approve up to one-year time extension of a contract if there is no change in the contract amount.”

ATTACHMENTS

- 1.) Executed amendment No. 1 to the Agreement with CDM Smith for the C/CAG Priority Development Area Parking Policy Technical Assistance Program

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
CDM SMITH**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") and CDM Smith (hereinafter referred to as "Contractor") are parties to an Agreement dated May 14, 2015, for On-Call Consultant Services for the Priority Development Area Parking Policy Technical Assistance Program (the "Agreement"); and

WHEREAS, the Agreement indicated a completion date of May 14, 2018; and

WHEREAS, C/CAG and Contractor have determined that additional time is needed and estimated that the remaining work can be completed by September 28, 2018; and

WHEREAS, C/CAG and Contractor desire to amend the Agreement as set forth herein.

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

1. Article IV Section A, Performance Period, is hereby amended to extend the term to end on September 28, 2018 and shall be re-stated as follows:

"This contract shall go into effect on May 14, 2015, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on September 28, 2018."

2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect. All references to the Agreement in this amendment shall refer to the Agreement as amended (including by this amendment) unless specifically set forth herein or otherwise indicated by context.
3. This amendment shall take effect upon execution by both parties.

City/County Association of Governments
(C/CAG)


Sandy Wong, C/CAG Executive Director

Date: 3-26-2018

CDM Smith


By WILLIAM E. HURRELL
Title: VICE PRESIDENT

Date: 3/29/2018

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 18-15 determining that the proposed residential development project at 1548 Maple Street, Redwood City, including establishment of a new Mixed Use Waterfront Zoning District and associated rezoning, is consistent with the Comprehensive Airport Land Use Compatibility Plan for San Carlos Airport.

(For further information or questions, contact Susy Kalkin, 650-599-1467)

RECOMMENDATION

That the C/CAG Board, acting as the Airport Land Use Commission, adopt the attached Resolution determining that the residential development project at 1548 Maple Street, Redwood City, including establishment of a Mixed Use Waterfront Zoning District and associated rezoning, is consistent with the applicable airport/land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Carlos Airport (San Carlos ALUCP).

BACKGROUND

California Government Code Section 65302.3 states that a local agency General Plan, Zoning Ordinance and/or any affected specific plan must be consistent with the applicable airport/land use criteria in the relevant adopted Airport Land Use Compatibility Plan (ALUCP). The City of Redwood City has referred the subject project, which is located within Airport Influence Area B of the San Carlos Airport (the area subject to formal C/CAG/ALUC review), for a determination of consistency with the San Carlos ALUCP.

Proposed Project

The Redwood City General Plan, adopted in 2010, designated several properties within the Bair Island and Inner Harbor areas east of US101 as Mixed Use Waterfront, but the City did not amend the Zoning Ordinance at that time to reflect the General Plan update. The City is now considering adoption of a Mixed Use Waterfront (MUW) district, together with a multi-family residential development project (collectively, the “Project”), for property at 1548 Maple Street, which is the subject of this ALUCP review (see attachment 2). The project would result in the redevelopment of the 7.88 acre project site, located approximately 1.7 miles south of San Carlos Airport, with 131 three-story townhomes with associated open space, circulation, parking, and related improvements. In addition to residential use, the new mixed use zoning district would allow retail, personal service, restaurants, schools, hotels and child care centers. The height limit for new buildings would be a maximum of 55 feet.

Airport Land Use Committee

The Airport Land Use Committee was scheduled to hear this matter at its March 22, 2018 meeting to provide a recommendation to the C/CAG Board of Directors/Airport Land Use Commission. However, that meeting was cancelled for lack of a quorum.

DISCUSSION

I. ALUCP Consistency Evaluation

Three sets of airport/land use compatibility policies in the San Carlos ALUCP relate to the Project: (a) noise compatibility policies and criteria, (b) safety policies and criteria, and (c) airspace protection policies. The following sections address each issue.

(a) Noise Policy Consistency Analysis

Pursuant to Noise Policy 1 of the San Carlos ALUCP, the projected 60dB CNEL contour defines the noise impact area for the San Carlos Airport. All land uses located outside this contour are deemed consistent with the noise compatibility policies of the ALUCP. As shown on Attachment 3, the Project Area is located well outside of the 60dB CNEL noise contour, and the project is therefore consistent with the noise compatibility policies of the San Carlos ALUCP.

Attached are two letters objecting to residential development on the site due to noise concerns (Attachments 4 & 5), one from San Mateo County Public Works, as owner/operator of the San Carlos Airport, and one from the San Carlos Airport Association. In general, both note that the project site is located directly below both the airport's noise abatement departure route and a visual approach route, and as a result, the site will be subject to a large number of overflights and significant associated aircraft noise.

(b) Safety Policy Consistency Analysis

Runway Safety Zones - The San Carlos ALUCP includes six sets of safety zones and related land use compatibility policies and criteria. As shown on Attachment 6, a small sliver of the project site lies within Safety Zone 6, which it is proposed to be dedicated for street expansion (Blomquist St). Therefore, since the remainder of development site does not lie within a safety zone, the project is consistent with the safety policies in the San Carlos ALUCP.

(c) Airspace Protection Policy Consistency Analysis

The San Carlos ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), "Objects Affecting Navigable Airspace," as amended, to establish height restrictions and federal notification requirements related to proposed development within the 14 CFR Part 77 airspace boundaries for San Carlos Airport. The regulations contain three key elements: (1) standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of the proposed construction or alteration of structures on the subject airspace.

The Project site is located within the outer reaches of the FAR Part 77 airspace protection surfaces for San Carlos Airport (see Attachment 7). However, both the proposed project building heights of 41 feet and the 55-foot maximum height allowed in the zone district are well below any heights of concern.

II. Airport Influence Area A – Real Estate Disclosure Area

The 1548 Maple Street Project area is located within both the Airport Influence Area (AIA) A & B boundaries for San Carlos Airport. Within an AIA, the real estate disclosure requirements of state law apply. The law requires a statement to be included in the property transfer documents that (1) indicates

the subject property is located within an airport influence area (AIA) boundary and (2) that the property may be subject to certain impacts from airport/aircraft operations. The statement reads as follows:

“Notice of Airport in Vicinity

This property is presently located in the vicinity of an airport, within what is known as an airport influence area. For that reason, the property may be subject to some of the annoyances or inconveniences associated with proximity to airport operations (for example: noise, vibration, odors). Individual sensitivities to those annoyances can vary from person to person. You may wish to consider what airport annoyances, if any, are associated with the property before you complete your purchase and determine if they are acceptable to you.”

The application materials acknowledge the Real Estate Transfer Disclosure requirements, and indicate the project will comply with the law.

ATTACHMENTS

1. Resolution 18-15
2. ALUCP application, together with related project description and exhibits
3. San Carlos Future Conditions (2035) Aircraft Noise Contours
4. Letter dated Oct. 25, 2017 from San Mateo County Public Works Dept.
5. Letter dated Mar. 22, 2018 from San Carlos Airport Association
6. San Carlos Airport Safety Zones
7. 14 CFR Part 77 Airspace Protection Surfaces for San Carlos Airport

RESOLUTION 18-15

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY DETERMINING THAT THE PROPOSED RESIDENTIAL DEVELOPMENT PROJECT AT 1548 MAPLE STREET, REDWOOD CITY, INCLUDING ESTABLISHMENT OF A NEW MIXED USE WATERFRONT ZONING DISTRICT AND ASSOCIATED REZONING, IS CONSISTENT WITH THE COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN FOR SAN CARLOS AIRPORT

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

WHEREAS, California Government Code Section 65302.3 states that a local agency General Plan, Zoning Ordinance and/or any affected specific plan must be consistent with the applicable airport/land use criteria in the relevant adopted Airport Land Use Compatibility Plan (ALUCP); and

WHEREAS, the proposed project, including the residential development at 1548 Maple Street, establishment of a Mixed Use Waterfront Zoning District, and associated rezoning (the “Project”) is located within Airport Influence Area B of the San Carlos Airport, the area subject to formal C/CAG/ALUC review; and

WHEREAS, the City of Redwood City has referred the subject Project to C/CAG, acting as the San Mateo County Airport Land Use Commission, for a determination of consistency with the San Carlos ALUCP; and

WHEREAS, three set of airport/land use compatibility policies and criteria in the San Carlos ALUCP relate to the Project: (a) noise compatibility policies and criteria, (b) safety policies and criteria, and (c) airspace protection policies, as discussed below:

- (a) Noise Policy Consistency Analysis - Pursuant to Noise Policy 1 of the San Carlos ALUCP, the projected 60dB CNEL contour defines the noise impact area for the San Carlos Airport. All land uses located outside this contour are deemed consistent with the noise compatibility policies of the ALUCP. The Project is located outside of the 60dB CNEL noise contour, and the project is therefore consistent with the noise compatibility policies of the San Carlos ALUCP.
- (b) Safety Policy Consistency Analysis - The San Carlos ALUCP includes six sets of safety zones and related land use compatibility policies and criteria. While a small sliver of the project site lies within Safety Zone 6, it is proposed to be dedicated for street expansion (Blomquist St). Therefore, since the remainder of the development site does not lie within a safety zone, the Project is consistent with the safety policies in the San Carlos ALUCP.
- (c) Airspace Protection Policy Consistency Analysis - The San Carlos ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), “Objects Affecting Navigable Airspace,” as amended, to establish height restrictions and federal notification requirements related to proposed development within the 14 CFR Part 77 airspace boundaries for San Carlos Airport. The regulations contain three key elements: (1)

standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of the proposed construction or alteration of structures on the subject airspace.

The Project site is located within the outer reaches of the FAR Part 77 airspace protection surfaces for San Carlos Airport. However, both the proposed project building heights of 41 feet and the 55-foot maximum height allowed in the zone district are well below any heights of concern, and the Project therefore complies with the Airspace Protection policies of the San Carlos ALUCP.

WHEREAS, as the Project is located within the Airport Influence Area for San Carlos Airport, the real estate disclosure requirements of state law apply which provide that a statement be included in any property transfer documents that (1) indicates the subject property is located within an airport influence area (AIA) boundary and (2) that the property may be subject to certain impacts from airport/aircraft operations. The application materials acknowledge this requirement and indicate the Project will comply.

NOW THEREFORE BE IT RESOLVED, that the C/CAG Board, acting as the Airport Land Use Commission, finds that the residential development project at 1548 Maple Street, Redwood City, including establishment of a Mixed Use Waterfront Zoning District and associated rezoning, is consistent with the applicable airport/land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Carlos Airport.

PASSED, APPROVED, AND ADOPTED, THIS 12 DAY OF APRIL 2018.

Maryann Moise Derwin, Chair

Community Development Department
Planning and Housing Services
1017 Middlefield Road
PO Box 391
Redwood City, CA 94064



Phone (650) 780-7234
Fax (650) 780-0128
TDD (650) 780-0129
www.redwoodcity.org

September 28, 2017
February 22, 2018 updated

Susy Kalkin, Transportation Program Specialist
C/CAG – City/County Association of Governments of San Mateo County
555 County Center, 4th Floor
Redwood City, CA 94063
SENT VIA EMAIL

SUBJECT: 1. MIXED USE WATERFRONT ZONING DISTRICT
2. DEVELOPMENT PROJECT AT 1548 MAPLE STREET, REDWOOD CITY
(APNS: 052-532-010, 052-532-020, 052-532-030)

Dear Ms. Kalkin:

The City of Redwood City requests Airport Land Use Commission consistency review of the new Mixed Use Waterfront Zoning District and the development proposal at 1548 Maple Street in Redwood City.

Mixed Use Waterfront Zoning District

The Redwood City General Plan, adopted in 2010, includes a land use designation of Mixed Use Waterfront that covers several properties within the Bair Island and Inner Harbor areas of Redwood City east of Highway 101.



2010 General Plan Land Use Map

The Zoning Code and Zoning Map was not amended to include a Mixed Use Waterfront district consistent with the General Plan. Staff has prepared the attached Mixed Use Waterfront (MUW) zoning district that would apply to the 1548 Maple Street property and other properties as they are developed in the future, consistent with the General Plan.

The new zoning district allows residential, retail, personal service, restaurants, schools, hotels and child care centers. The height limit for new buildings is 40 feet with an ability to go up to 55 feet with the provision of community benefits. The proposed zoning district regulations are included as Attachment 1.

1548 Maple Street Development:

Attached are the proposed plans for the development of 131 three story for sale market rate townhomes with associated open space, circulation and parking, infrastructure and grading improvements (Attachment 2). The site is located at: Lat 37 deg 29' 40", Long 122 deg 13' 19".



Location map

Existing Conditions:

The project site is approximately 7.9 acres in area accessed by Maple Street and located adjacent to Redwood Creek, the existing Docketown Marina and US Highway 101. The project site is located within the Inner Harbor area of Redwood City. The site is generally level, contains three incidental structures and paved surface parking areas.

The existing General Plan land use designation is Mixed Use Waterfront. This land use designation allows for the creation of unique neighborhoods that take advantage of Redwood City's bay frontage. The mix of allowed uses includes housing. Public access and open space amenities are required along the waterfront, and internal pedestrian circulation of the

neighborhoods should link to waterfront amenities. The emphasis is on residential development, with commercial uses providing a clear supporting use. The General Plan development standards allow up to 40 residential units per acre with no height limit specified.

The existing Zoning designation for the site is Tidal Plain (TP). The purpose of the TP district is to create a district for the marsh lands adjacent to San Francisco Bay and to permit certain types of development therein of a relatively temporary nature. Permitted uses include agriculture and public parks with a maximum 30' building height limit. The existing zoning designation is not consistent with the site's General Plan land use designation. The proposed new Mixed Use Waterfront (MUW) zoning district would apply to this site and be consistent with the General Plan land use designation.

Proposal Summary:

The development proposes a total of 131 townhome units within 20 three-story buildings. Each unit includes between two and three bedrooms and ranges in size from 1,478 square feet to 1,980 square feet. Some of the units includes an optional roof deck. Building height is proposal at a maximum of 41 feet to the top of the roofline. The site will be raised three feet to address for future sea level rise. The buildings range in height from 55.3' to 56.6' AMSL. Site improvements includes new internal roadways, landscape improvements, construction of the Bay Trail along the perimeter of the site and extension of Blomquist Street from Maple Street to the project site.

The project will require a Zoning Map Amendment, Tentative Parcel Map, Architectural Permit, Condominium Permit, Planned Development Permit, Use Permit, Sign Permit, Development Agreement and Property exchange agreement.

The City has prepared a [Draft Environmental Impact Report](#) (EIR) to evaluate the potential impacts associated with the development. The Draft EIR and appendices are available on the City's website:

<http://www.redwoodcity.org/city-hall/current-projects/development-projects?id=63>

Consistency with San Carlos Airport Land Use Plan:

Staff has evaluated the proposed Mixed Use Waterfront zoning district regulations and the proposed 1548 Maple Street development with the San Carlos Airport Land Use Compatibility Plan (ALUCP). As outlined in the attached maps (Attachment 3). The project is consistent with the ALUCP. Specifically, the subject site is located outside of the Aircraft Noise Contours, outside of the Aircraft Safety Zones and under the height limit established in the Airspace Protection Surfaces. The project will comply with the Real Estate Transfer Disclosure requirement to notify purchasers that the property is located within the vicinity of an airport and that the property may be subject to some of the annoyances or inconveniences associated with proximately to airport operations (noise, vibration, or odors), etc.

If you have any questions or need additional information, please feel free to contact me at lcostasanders@redwoodcity.org or 650-780-7363.

Sincerely,

Lisa Costa Sanders

Lisa Costa Sanders
Contract Principal Planner

SHEET INDEX

COVER SHEET

ARCHITECTURAL DRAWINGS

- A.01 SITE PLAN (FOR REFERENCE ONLY)
- A.02 UNIT A - FLOOR PLANS
- A.03 UNIT B - FLOOR PLANS
- A.04 UNIT C - FLOOR PLANS
- A.05 UNIT D - FLOOR PLANS
- A.06 UNIT E - FLOOR PLANS
- A.07 UNIT E - END - FLOOR PLANS
- A.08 BLDG A FLOOR PLANS
- A.09 BLDG A ELEVATIONS AND SECTIONS
- A.10 BLDG B FLOOR PLANS
- A.11 BLDG B ELEVATIONS AND SECTIONS
- A.12 BLDG C FLOOR PLANS
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- A.17 BLDG D ELEVATIONS AND SECTIONS
- A.18 BLDG E FLOOR PLANS (L SIMILAR)
- A.19 BLDG E ELEVATIONS AND SECTIONS (L SIMILAR)
- A.20 BLDG F FLOOR PLANS
- A.21 BLDG F ELEVATIONS AND SECTIONS
- A.22 BLDG G FLOOR PLANS (I & J SIMILAR)
- A.23 BLDG G ELEVATIONS AND SECTIONS (J SIMILAR)
- A.24 BLDG I ELEVATIONS AND SECTIONS
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- A.28 BLDG M FLOOR PLANS
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- A.32 BLDG O FLOOR PLANS (P & Q SIMILAR)
- A.33 BLDG O FLOOR PLANS (P & Q SIMILAR)
- A.34 BLDG O ELEVATIONS AND SECTIONS (Q SIMILAR)
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- A.43 ARCHITECTURE DETAILS
- A.44 SOLAR STUDY - SUMMER SOLSTICE
- A.45 SOLAR STUDY - WINTER SOLSTICE
- A.46 COLOR SCHEMES

LANDSCAPE DRAWINGS

- L1.0 PROPOSED SITE PLAN
- L2.0 PROJECT ENTRY
- L3.0 CENTRAL DRIVE
- L4.0 CENTRAL DRIVE
- L5.0 COURTS
- L6.0 BAY TRAIL
- L7.0 BAY TRAIL
- L8.0 WATERFRONT PARK
- L9.0 OMITTED PAGE
- L10.0 PLANTING PALETTE
- L11.0 PLANTING PALETTE
- L12.0 SIGNAGE

58 TOTAL PAGES

PROJECT DATA:

- NUMBER OF UNITS: 131 CONDOMINIUM TOWNHOMES
- GROSS SITE AREA: 7.9± ACRE
- DENSITY: 16.6 DU / GROSS ACRE
- TYPE OF CONSTRUCTION: R3-VB/ NFPA 13R SPRINKLERS
- NUMBER OF STORIES: 4
- EXISTING PARKING STALLS: 195
- PROPOSED GUEST PARKING STALLS: 37 (33 REQUIRED)
- PROPOSED PARKING OFF-SITE: 41
- GARAGE PARKING SPACE: 262 (262 REQUIRED)
- EV CHARGING SPACE: 131 (131 REQUIRED)
- BICYCLE PARKING SPACE: 20

MAPLE STREET

REDWOOD CITY, CALIFORNIA
DECEMBER 21, 2017

AAC SUBMITTAL_2 REVISED

CIVIL SUBMIT SEPARATELY

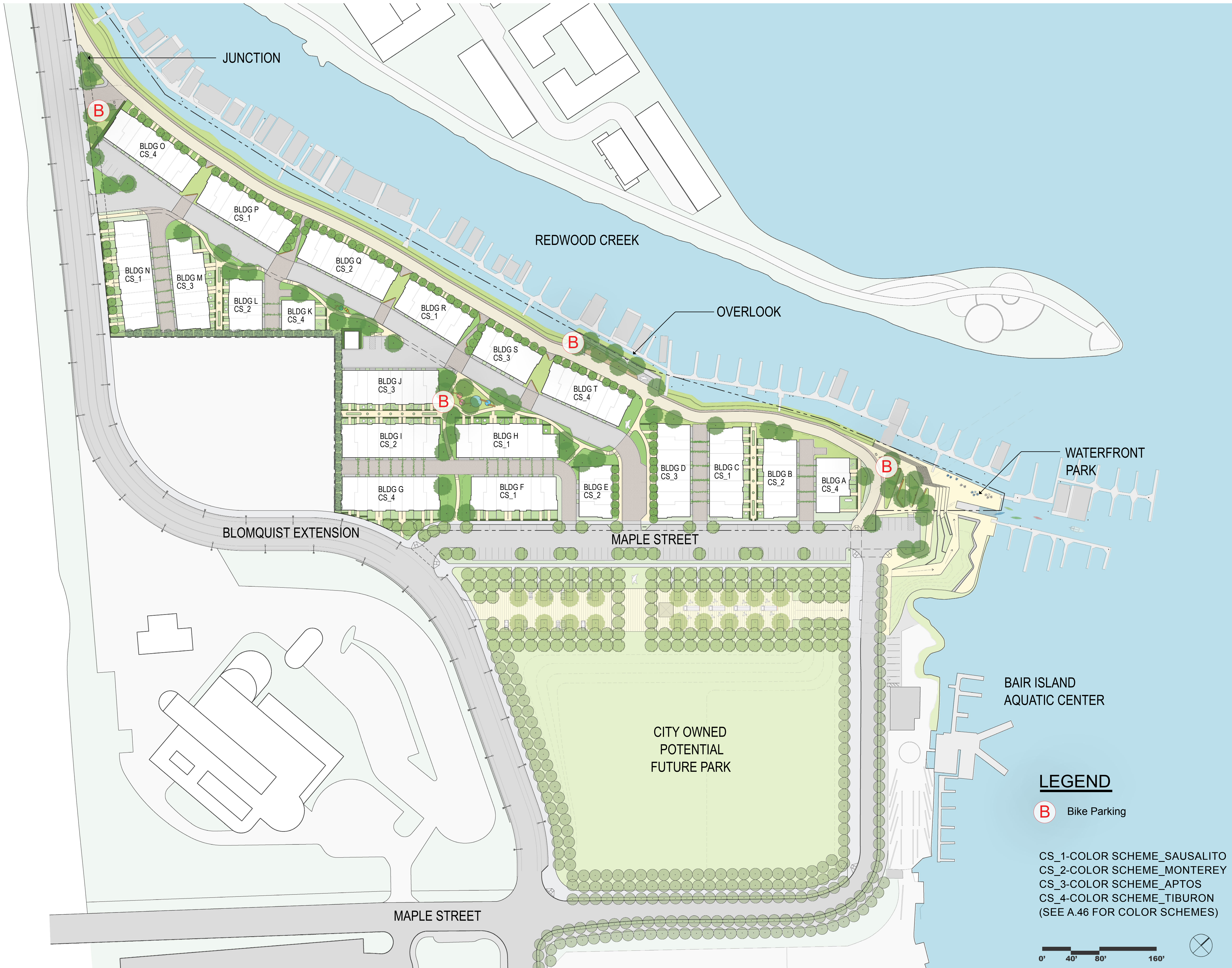


1548 MAPLE STREET					
	Unit Mix	SALEABLE S.F.	Bedrooms	Total Bed./Unit	Baths
Unit A	16	1,889	3	48	3.5
Unit A w/ Roof Deck	18	1,964	3	54	3.5
Unit B	16	1,439	2	32	2.5
Unit B w/ Roof Deck	18	1,533	2	36	2.5
Unit C	27	1,492	2	54	2.5
Unit C w/ Roof Deck	24	1,561	2	48	2.5
Unit D	2	1,446	2	4	2.5
Unit D w/ Roof Deck	1	1,575	2	2	2.5
Unit E	2	1,909	3	6	3.5
Unit E w/ Roof Deck	4	1,985	3	12	3.5
Unit E_END	2	1,909	3	6	3.5
Unit E_END w/ Roof Deck	1	1,985	3	3	3.5
TOTAL	131			305	

EINWILLERKUEHL
LANDSCAPE ARCHITECTURE

STRADA
INVESTMENT GROUP





1548 MAPLE STREET IN REDWOOD CITY, CALIFORNIA
 BY STRADA INVESTMENT GROUP

STRADA
 INVESTMENT GROUP

DAHLIN

BKF
 ENGINEERS / SURVEYORS / PLANNERS

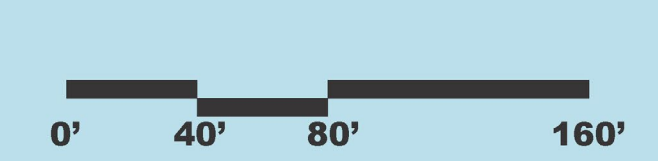
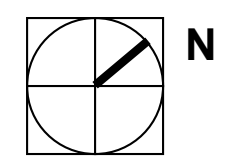
EWILLERUEHL
 LANDSCAPE ARCHITECTURE

LEGEND

B Bike Parking

CS_1-COLOR SCHEME_SAUSALITO
 CS_2-COLOR SCHEME_MONTEREY
 CS_3-COLOR SCHEME_APTOS
 CS_4-COLOR SCHEME_TIBURON
 (SEE A.46 FOR COLOR SCHEMES)

SITE PLAN
 (FOR REFERENCE ONLY)



1382.001 DEC. 21, 2017
A.01

36

Article 57 Mixed Use Waterfront (MUW) Zoning District

- 57.1 Purpose
- 57.2 Use Regulations
- 57.3 Specific Use Regulations
- 57.4 Development Standards
- 57.5 Design Standards
- 57.6 Vehicular and Bicycle Parking
- 57.7 Open Space and Public Access
- 57.8 New Streets and Pedestrian Walkways
- 57.9 Community Benefits
- 57.10 Measures Addressing Sea Level Rise

57.1 Purpose

- A. This waterfront zoning district provides for housing, marinas, and commercial and recreational uses that support residents and visitors to the waterfront.
- B. Public access, public viewing and habitat restoration along the waterfront are key goals of this district, including:
 - 1. Ensuring public access to the waterfront,
 - 2. Facilitating installation of the Bay Trail,
 - 3. Creating view corridors to the waterfront.
- C. The district shall provide for improved pedestrian, bicycle and water-based transportation options while minimizing the visual impacts of large paved parking lots and vehicular access to the waterfront.
- D. The district shall encourage community benefits that are weighted according to their desirability for waterfront areas and reflecting the limited public transit options in waterfront areas.
- E. The district shall plan for and accommodate a rise in sea level rise by the year 2100 by requiring adaptive capacity for future construction and long-term managed retreat.

57.2 Use Regulations

- A. Allowed Uses. Table 57.2 (Use Regulations for the MUW) indicates the uses permitted (P), conditionally permitted with a Use Permit (C), permitted as an accessory use (A), and not permitted (-) in the Mixed Use Waterfront District.

- B. Uses Not Allowed. Any use not specifically listed in Table 57.2 is prohibited unless the Community Development Director determines that it is compatible and meets the purpose of the district.
- C. Applicable Regulations. Where the last column in the table (Specific Use Regulations) includes a section number, the regulations in the referenced section apply to the use; however, provisions in other sections of the Zoning Ordinance may also apply.

Table 57.2 Use Regulations for the MUW

Land Use	MUW	Specific Use Regulations
RESIDENTIAL and SPECIALTY HOUSING		
Single Family Dwelling	C	
Two-Family Dwelling	C	
Multi-Family Dwelling	P	
Live/Work	C	
Mobile Home Parks	-	
Rooming House	C	
RETAIL and SERVICES		
Drive-Through Retail or Service	-	
Retail Sales, General	P	
Retail Sales, Bulk	-	
Financial Services	P	
Business, Wholesale	-	
Liquor Store	C	
Personal Services, General	P	
Personal Services, Studio	P	
Health/Fitness Club, Small	P	
Health/Fitness Club – Large	C	
Animal-Related Uses	C	
Check Cashing	-	
Vehicle/Equipment Service Repair	C	Limited to water-borne vessels and water-dependent uses.
Vehicle/Equipment Rental and Sales	C	Limited to water-borne vessels and water-dependent uses.
RESTAURANT AND ENTERTAINMENT		
Bars	C	

Entertainment Establishment	C	
Nightclub	C	
Marina	C	
Restaurant	P	
Restaurant with a Drive Through	-	
Recreation, Outdoor Commercial	C	
OFFICE		
Office	-	Accessory office is permitted with permitted and conditionally permitted uses
Research and Development	-	
Medical Office	-	
LODGING		
Hotels/Motels	C	
Long Term Extended Stay	C	
Bed and Breakfast	C	
CARE FACILITIES		
Child Care Centers	C	See Article 39 (Child Care Centers)
Housing for the Elderly	C	
Residential Care Facility, Small	P	
CIVIC		
Assembly/Meeting Facilities	C	
Cultural Institutions	C	
Emergency Shelters	-	
Funeral Homes	-	
Hospitals	-	
Schools	C	

57.3 Specific Use Requirements

- A. Marinas. The following requirements apply to marinas:
1. Water Coverage. At least 50 percent of the total water area within the marina shall be open water. Covered water areas are limited to watercraft, ramps, exitways, docks and piers.
 2. Parking. Only short-term loading areas may be located near the waterfront. Long-term parking areas shall be located away from the waterfront.

3. Public Access. Marinas providing more than 2,000 ft. of moorage space shall provide a public access easement consistent with 57.7(C) (Public Access Easements).
- B. Noise and Air Quality Impacts on Residential Uses. Applications for residential and specialty housing uses shall include an evaluation of the noise and air quality impacts.
1. Air Quality Impacts. The project applicant shall conduct a screening analysis to indicate whether the new receptors will be exposed to roadway Toxic Air Contaminant (TAC) emissions at concentrations exceeding the Bay Area Air Quality Management District (BAAQMD) threshold of significance. If the thresholds are exceeded, the City requires that the applicant incorporate measures into the project design that reduce these risks, consistent with adopted BAAQMD standards.
 2. Noise Impacts. Noise impacts shall be evaluated based on the thresholds established in the General Plan. If the property is located in an area with noise levels of 60 dB CNEL or higher, measures shall be incorporated into the project design to reduce outdoor activity area noise levels to acceptable level.
 3. Findings. The review authority must make an additional finding that the project design includes measures, if required after study and evaluation, that effectively mitigate air quality and noise impacts on the proposed residential uses.

57.4 Development Standards.

Required development standards are included in Table 57.4 (Development Standards for the MUW District).

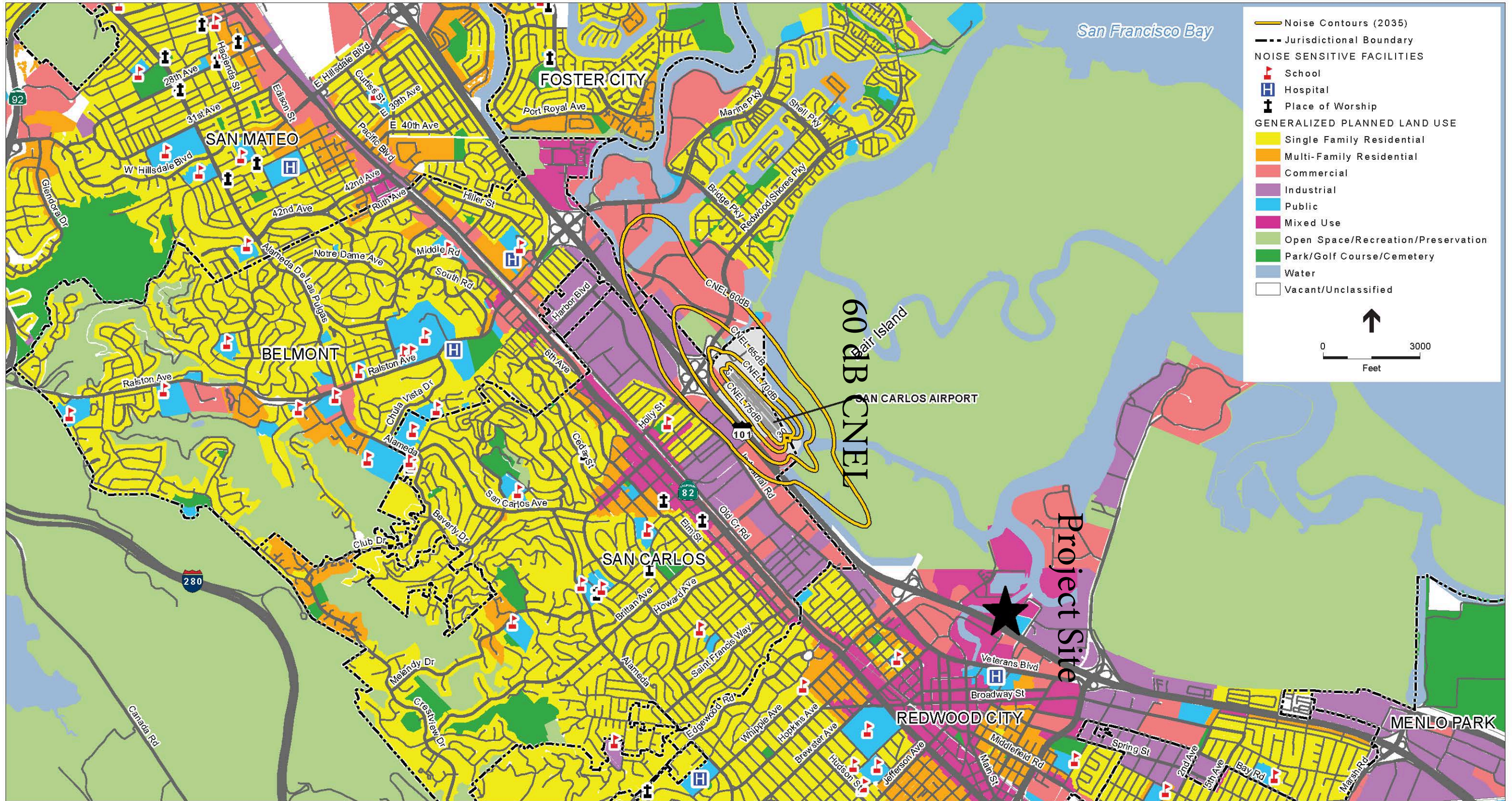
Table 57.4 Development Standards for the MUW District

Mixed Use Waterfront	Required Standards	Bonus Standard with Community Benefits	Additional Regulations
Lot Area	No minimum	-	-
Lot Width	No minimum	-	-
Lot Coverage	60% max.	-	-

Mixed Use Waterfront	Required Standards	Bonus Standard with Community Benefits	Additional Regulations
Floor Area Ratio (FAR)	40% max.	60% max.	Floor area is calculated for commercial uses only and is exclusive of residential square footage.
Residential Density	20 du/acre max.	40 du/acre max.	-
Height	40 ft. max.	55 ft. max.	Height is measured from top of finished grade.
Setbacks	No minimum	-	-
Creek or Waterway Setback	45 ft. min. 55 ft. average	35 ft. min. 40 ft. average	Setback is measured from top of bank at time of project approval.
Distance between Buildings	20 ft.	-	-
Building Length	200 ft. max.	-	Exception
Open Space Requirements	300 sq. ft./unit	-	See Section 57.8 (Open Space and Public Access) for additional requirements.
Pervious Area on the Lot	30% min.	-	-

57.5 Design Regulations

- A. Visual Relationship. Buildings shall be designed to create a strong visual relationship among the buildings and the waterfront, including architectural style and variety among the buildings.



SOURCE: Belmont, 1982; San Mateo County, 1986; Foster City, 1993; Menlo Park, 1994; San Carlos, 2009; City of San Mateo, 2010; Redwood City, 2010; ESRI, 2014; ESA Airports, 2015

October 25, 2017

Honorable Mayor Seybert
City of Redwood City
1017 Middlefield Road
Redwood City, CA 94063

Dear Mayor Seybert:

Re: Proposed City of Redwood City Planning Project – 1548 Maple Street

We understand that the City of Redwood City is in the process of reviewing a residential development plan at 1548 Maple Street. The proposed development includes a three-story townhome with 131 residential units, located 1.7 miles southeast from the runway at the busy San Carlos Airport (Airport). While all of Bair Island is significantly impacted by aircraft overflights from the Airport, we are extremely concerned about the proposed development at 1548 Maple Street, also known as "Strada".

The Strada site is directly below the Airport's noise abatement departure from Runway 12. Since the 1990's aircraft have made a 20 degree left turn after departure from Runway 12 to avoid flying over homes after departure (in the 1990's there were no homes under this noise abatement departure – however, Redwood City has since built homes in this area). Strada is also directly below the straight in visual approach to Runway 30, and the GPS approach to Runway 30. Aircraft routinely operate at or below 500 feet over the Strada site. For example, in a recent and typical one week period, the Airport had 1,675 takeoffs and landings. Of those takeoffs, 914 flew over the Strada site at or below an altitude of 500 feet while arriving or departing the Airport.

In July 2013, I sent a similar letter to the Planning Commission requesting that Avigation Easements be recorded on residential units constructed at Pete's Harbor in order to make future owners aware of the presence of aircraft overflights. Redwood City declined that request. Those residents are now enduring overflights and frequently contacting the Airport to complain. In fact, so far in 2017 the Airport has received over 1,942 noise complaints from Redwood City residents (excluding Redwood Shores). Many of these complainants are



TO: Mayor Seybert
RE: Proposed City of Redwood City Planning Project – 1548 Maple Street

DATE: October 25, 2017

Page 2

new residents. Avigation Easements would have alerted new owners about the proximity of the Airport and potential noise impacts.

The San Mateo County Airports does not believe that this site is appropriate for residential use. If Strada is built in the proposed location, future residents will be subject to disturbance from aircraft overflights from the Airport. Aircraft disturbance is a significant issue facing our community. San Mateo County Airports urges the City of Redwood City to work towards reducing incompatible land uses near the Airport for residents living in our community.

Best Regards,



James C. Porter
Director of Public Works

- cc: Nancy Radcliffe, Chair, Planning Commission – City of Redwood City
Don Horsley, San Mateo County Supervisor – District 3
Warren Slocum, San Mateo County Supervisor – District 4
Michael Callagy, Assistant County Manager
Kathleen Wentworth, Senior Advisor – Congresswoman Jackie Speier (CA-14)
Melissa Stevenson-Diaz, City Manager – City of Redwood City
Rochelle Kiner, Deputy Director of Public Works – Administration & Airports
Sandy Wong, C/CAG Executive Director
-
- Carol Ford, President – San Carlos Airport Pilots Association
Jeff Bass, Business Association San Carlos Airport
Gretchen Kelly, Airport Manager

SAN CARLOS AIRPORT ASSOCIATION

**c/o Richard M. Newman, Director
1141 Capuchino Avenue, #1934
Burlingame, CA 94011**

VIA E-MAIL

March 22, 2018

**Chairman Ricardo Ortiz
C/CAG Airport Land Use Committee
c/o Suzy Kalkin, Transportation Program Specialist
555 County Center, 4th Floor
Redwood City, CA 94063**

RE: Consistency review, residential development at 1548 Maple Street, Redwood City, (“the Project”) including establishment of new Mixed-Use Waterfront Zoning District (“MUW”)

Chairman Ortiz:

This letter concerns item number four on your agenda for the C/CAG ALUC meeting of March 22, 2018.

The San Carlos Airport Association, again, makes a record of opposition to the Project and the MUW. While the project will be deemed to be consistent with the ALUCP for the San Carlos Airport, it is nevertheless a very bad planning decision to build homes right under the most intensively used portions of the landing and take-off pattern.

In his letter of 25 October, 2017, Mr. James Porter, Directors of Public Works for the County of San Mateo, as proprietor of the San Carlos Airport, sets-out all the reasons which make residential use at this site (or any of the sites “east” of 101 near Bair Island) unacceptable. With an estimated 140,000 operations per year, homes should never be considered for this site. The reason the pattern is where it is currently results from prior City of Redwood City zoning plans which prohibited

homes in this area. Even the County's request for an avigation easement for this site was dismissed.

The residents of the other projects in the same area are now subject to the very overflight which we and the County warned was guaranteed to be a constant annoyance in that area, before each project was commenced. We have for years asked, begged and warned the City of Redwood City of the impacts their residents would encounter and have repeatedly said we would take no actions to abate the cause. The airport is not moving or leaving, flight patterns will not be altered and if projects are approved in this area, the City needs to be ready to answer for this decision to the complaining residents.

We would implore the City of Redwood City to understand and acknowledge that notwithstanding the CNEL measurements, the single-event overflight noise will be the catalyst for the angry displeasure of the residents.

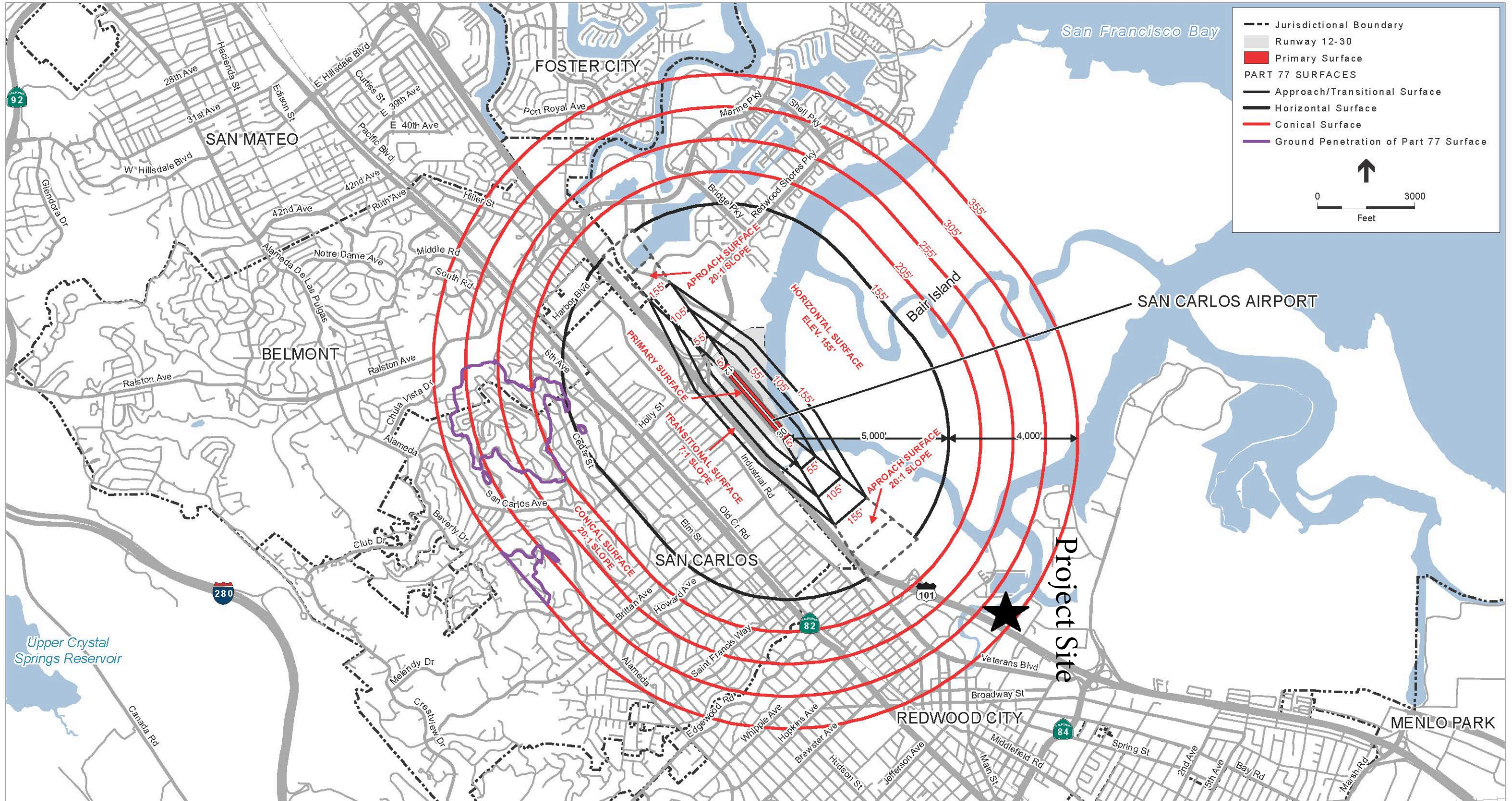
We ask that our thoughts accompany any consistency determination and be sent along to the City of Redwood City.

Thank you,
SAN CARLOS AIRPORT ASSOCIATION



Richard M. Newman
Director

Cc: James Porter, Director of Public Works
Gretchen Kelly, Airports Manager



SOURCE: ESRI, 2014; San Mateo County Planning and Building Department, 2014; ESA Airports, 2014

NOTE 1: All elevations on this exhibit are expressed in feet above mean sea level (MSL). The elevation of San Carlos Airport is 5 feet MSL.

NOTE 2: Locations where the ground/terrain penetrates the FAR Part 77 airspace surfaces are approximate and were developed using ground elevation contours provided by the San Mateo County Planning and Building Department, 2014.

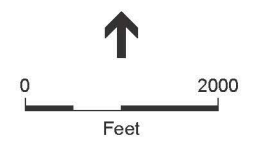
San Carlos Airport ALUCP . 130753

Exhibit 4-4

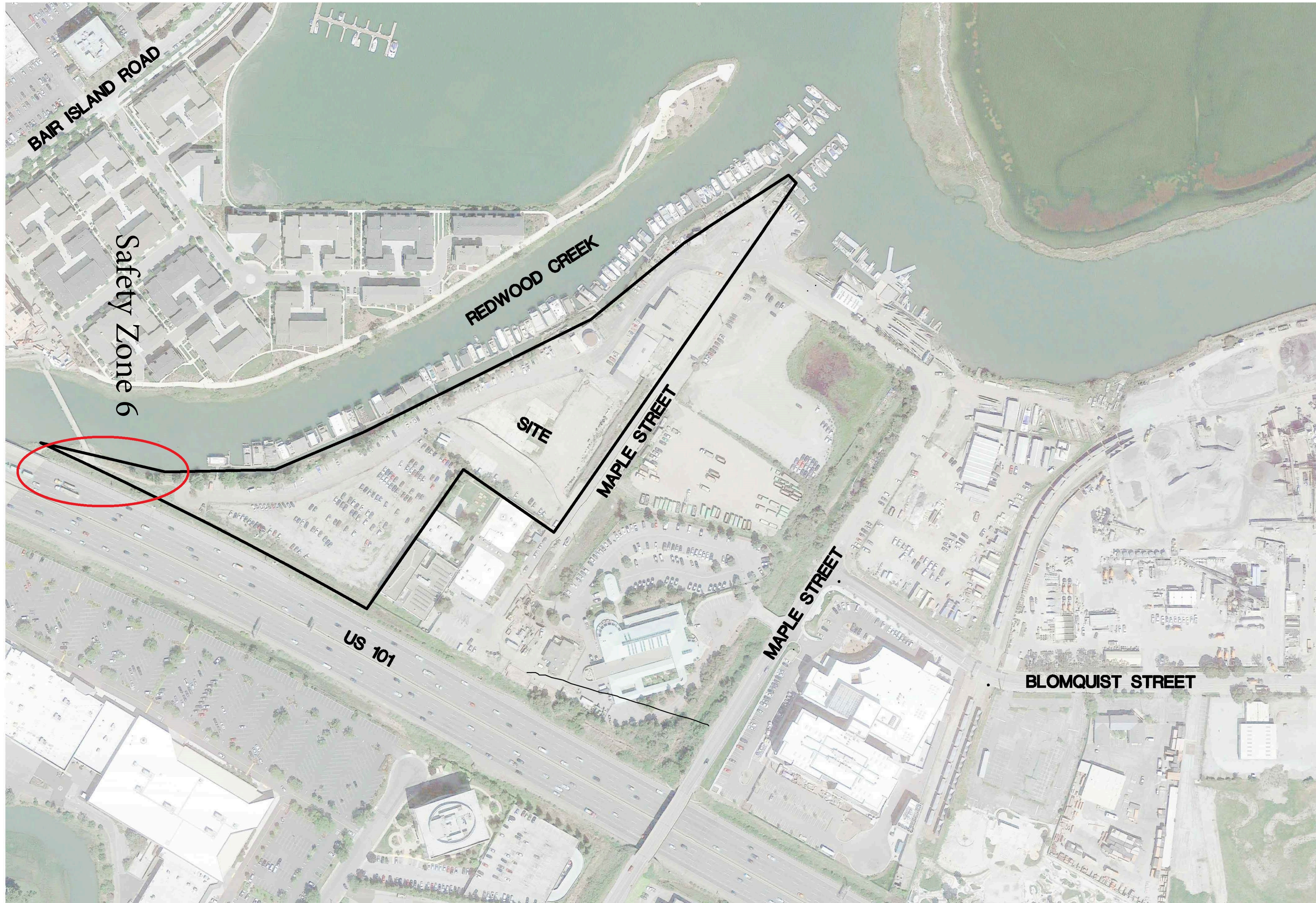
San Carlos Airport Part 77 Airspace Protection Surfaces



- Jurisdictional Boundary
- Runway 30 Touch and Go Flight Tracks
- SAFETY ZONES**
- Runway 12-30
- Primary Surface
- Zone 1 – Runway Protection Zone
- Zone 2 – Inner Approach/Departure Zone
- Zone 3 – Inner Turning
- Zone 4 – Outer Approach/Departure Zone
- Zone 5 – Sideline Zone
- Zone 6 – Traffic Pattern Zone (generic)
- Zone 6 – Traffic Pattern Zone

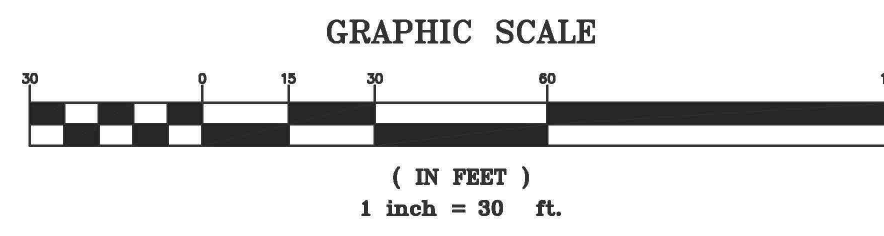
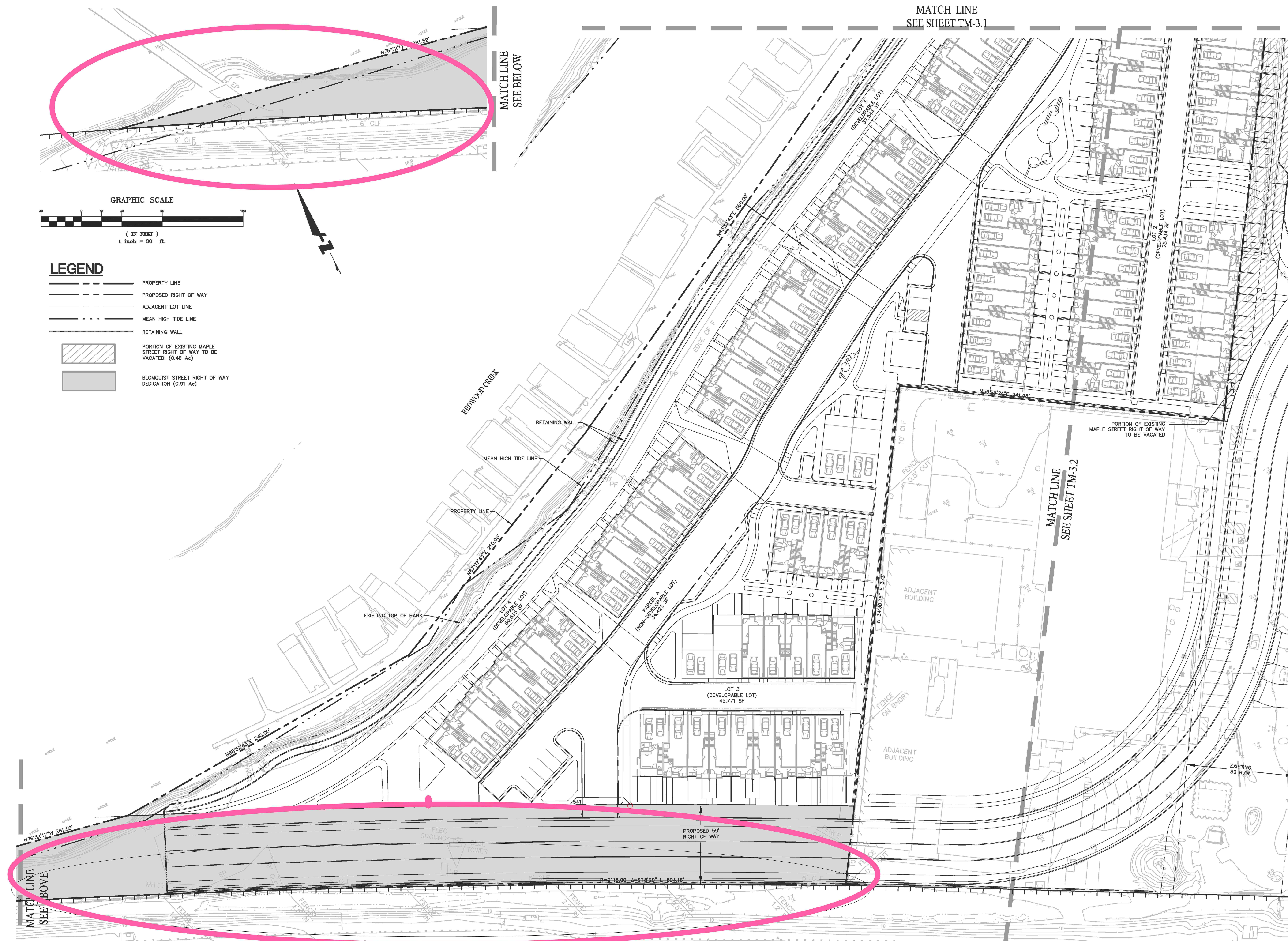


SOURCE: ESRI, 2014; ESA Airports, 2014



SCALE: NOT TO SCALE

Right of Way Dedication - Blomquist



LEGEND

—	PROPERTY LINE
----	PROPOSED RIGHT OF WAY
----	ADJACENT LOT LINE
- - - -	MEAN HIGH TIDE LINE
----	RETAINING WALL
	PORTION OF EXISTING MAPLE STREET RIGHT OF WAY TO BE VACATED. (0.46 Ac)
	BLOMQUIST STREET RIGHT OF WAY DEDICATION (0.91 Ac)

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, C/CAG Executive Director

Subject: Review and approval of the request for reallocation of FY 2015-16 Transportation Development Act Article 3 (TDA 3) funds for the City of Daly City Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvement Project.

(For further information or questions, contact Sara Muse at 650-599-1460)

RECOMMENDATION

That the C/CAG Board review and approve the reallocation of Transportation Development Act Article 3 (TDA 3) funds for the City of Daly City Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvement Project.

FISCAL IMPACT

\$154,750 (funds were awarded and allocated as part of the TDA Article 3 FY 2015-16 Cycle).

SOURCE OF FUNDS

TDA 3 funds are derived from Local Transportation Funds (LTF) and the State Transit Assistance Fund (STA).

BACKGROUND

On October 19, 2015 the City of Daly City was awarded \$154,750 in TDA 3 funds for FY 2015-16 for the Westmoor Avenue to Guadalupe Parkway Pedestrian and Bicycle Improvements Project. The project is located on Westmoor Avenue, Eastmoor Avenue, San Pedro Road, East Market Street, and Guadalupe Canyon Parkway from Baldwin Avenue to the City limit with unincorporated San Mateo County. The project includes Class II and Class III bike lanes, three bulb-outs, 38 ADA-compliant curb ramps, and two speed feedback signs.

The City incorporated the Westmoor Avenue to Guadalupe Parkway Pedestrian and Bicycle Improvements Project to the larger Central Corridor Bicycle and Pedestrian Improvement Project. The City secured Active Transportation Program (ATP) Cycle 2 funds for the Central Corridor Bicycle and Pedestrian Improvement Project, using TDA 3 FY 2015-16 funds as the City's local match. The secured ATP funds are for the preparation of design plans. The City awarded the design contract on January 8, 2018 and is proceeding with the design and preparation of construction documents.

The TDA 3 Program guidelines require that funds be expended within three years or be rescinded.

Funds in the amount of \$154,750 were allocated by the Metropolitan Transportation Commission (MTC) in FY 2015-16 and will expire June 30, 2018. To date, the City has not submitted any invoices to MTC. The City of Daly City has requested a time extension to ensure the project is coordinated with the Central Corridor Bicycle and Pedestrian Improvement Project. The City is requesting TDA 3 funds be reallocated in FY 2018-19 to be extended for another three-year cycle to complete construction by June 30, 2021.

The C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) reviewed the request from the City of Daly City at the March 22, 2018 BPAC meeting and recommended that the C/CAG Board approve the reallocation request to extend the funds to June 30, 2021, which will enable the City of Daly City to retain the funds and allow the City additional time to complete the project. If approved by the C/CAG Board, staff will submit the reallocation request to MTC for processing.

ATTACHMENTS

- 1.) Request letter from the City of Daly City



CITY OF DALY CITY

333 - 90TH STREET
DALY CITY, CA 94015-1895
PHONE: (650) 991-8000

February 1, 2018

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

SUBJECT: REQUEST FOR REALLOCATION OF TDA ARTICLE 3 FUNDS - DALY CITY WESTMOOR AVENUE TO GUADALUPE PARKWAY BICYCLE AND PEDESTRIAN IMPROVEMENT PROJECT

Dear Ms. Wong:

On October 19, 2015, The Metropolitan Transportation Commission (MTC) approved an allocation of Transportation Development Act (TDA) funds to the City of Daly City for FY 2015-16 in the total amount of \$154,750. The purpose for which these funds are allocated is to increase the pedestrian and bicycle connectivity along Daly City's major east-west corridor, along Westmoor Avenue - Eastmoor Avenue - San Pedro Road - East Market Street - Guadalupe Canyon Parkway, from Baldwin Avenue in the west, to the City limit with Unincorporated San Mateo County in the east and includes the following proposed pedestrian and bicycle improvements:

- Installation of Class II and Class III bicycle lanes and routes to provide an additional 2 miles of continuous bicycle lane and route travel and provides a connection where a bicycle gap currently exists.
- Installation of three (3) bulb-outs in the vicinity of the Margaret P Brown Elementary School to reduce road crossing lengths for students.
- Installation of 38 new ADA-compliant pedestrian curb ramps along the corridor to increase pedestrian connectivity and accessibility.
- Installation of two (2) speed feedback signs between Westmoor High School and Margaret P. Brown Elementary School to reduce vehicle speeds through school zones.

In order to maximize the benefits to the community, the City leveraged TDA3's funding, incorporating the Westmoor Avenue to Guadalupe Parkway Bicycle and Pedestrian Improvements into Daly City's much larger Central Corridor Bicycle and Pedestrian Improvement Project. The City successfully submitted the Central Corridor Bicycle and Pedestrian Improvement Project in May, 2015 for funding under the Active Transportation Program (ATP) Cycle 2 Call for Projects.

The City selected and awarded the design contract for the Central Corridor Bicycle and Pedestrian Improvement Project on January 8, 2018. We are moving forward with the design and the preparation of

the construction documents. We anticipate that the design will be completed and construction will begin in June, 2019 with an anticipated construction schedule of 18 months, lasting until December, 2020.

The City is requesting that the TDA Article 3 funds in the amount of \$154,750 be reallocated to the following three-year cycle (2018-2021) to ensure that construction can be completed prior to the expiration of grant funds.

Thank you for your consideration of this requested time extension, if you have any questions, please feel free to contact Jimmy Fu, Civil Engineering Associate, at (650) 991-8165 or jfu@dalycity.org.

Sincerely,

A handwritten signature in blue ink that reads "Richard Chiu". The signature is written in a cursive style with a small mark above the 'i' in "Chiu".

Richard Chiu, PE
Assistant Director of Public Works/ City Engineer
City of Daly City

Attachments:

CC:
Sara J. Muse C/CAG

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 18-16 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) co-sponsoring the design and right of way phase of the US 101 Managed Lane Project in San Mateo County from Matadero Creek in Santa Clara County to I-380.

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

RECOMMENDATION

That the C/CAG Board review and approve of Resolution 18-16 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) co-sponsoring the design and right of way phase of the US 101 Managed Lane Project in San Mateo County from Matadero Creek in Santa Clara County to I-380.

It is also recommended that the C/CAG Board authorize the Executive Director to negotiate the final terms of said MOU prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

FISCAL IMPACT

C/CAG staff time

SOURCE OF FUNDS

C/CAG staff time is funded by C/CAG transportation funds.

BACKGROUND

On May 8, 2015, the SMCTA issued a call for projects for their Measure A Highway Program, to solicit projects that reduce congestion in commute corridors. The program focuses on removing bottlenecks in the most congested highway commute corridors, reducing congestion, and improving throughput along critical congested commute corridors.

C/CAG applied to sponsor and develop the Project Approval/Environmental Document (PA/ED) phase of a US 101 HOV Lane project. On October 1, 2015, TA Board authorized the allocation of \$8.5 million of Measure A funding for the PA/ED phase.

Since then, based on stakeholder input, the project has been altered from an HOV lane project to a

Managed Lane project and alternatives have been added to also include express lanes. Express lanes allow non-HOV vehicles to use the lane through congestion-pricing to improve operations on the corridor. The supplemental PID for this expanded scope was approved by Caltrans on June 3, 2016.

Given the complexity, large size, and regional nature of the project, partnership and collaboration between C/CAG and the SMCTA is required to ensure success. It was recommended that C/CAG and the SMCTA serve as co-sponsors of the project and that the SMCTA continue to implement the project as part of an integrated delivery team with Caltrans.

On June 2, 2016 the SMCTA Board approved a resolution which allows the SMCTA to act as a sponsor for this project. On November 10, 2016 the C/CAG Board approved a resolution to co-sponsor the environmental phase of the US 101 Managed Lane Project with the SMCTA.

On October 9, 2017, the SMCTA issued another call for project for their Measure A Highway Program. On November 20, 2017, C/CAG and SMCTA submitted a joint Measure A application for funding upcoming phases of work. These phases include design and right of way. On February 1, 2018 SMCTA approved \$22 million towards the future phases of work. In addition, on October 12, 2017, the C/CAG Board approved the proposed 2018 STIP for San Mateo County which programmed \$16 million toward the right of way phase of the Managed Lane project.

Approval of the attached MOU between C/CAG and the SMCTA would extend the Managed Lane project's co-sponsorship role from the environmental phase into the project's design and right of way phase.

ATTACHMENTS

- 1.) Resolution 18-16
- 2.) Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County co-sponsoring the design and right of way phase of the US 101 Managed Lane Project in San Mateo County from Matadero Creek in Santa Clara County to I-380.

RESOLUTION 18-16

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 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) FOR THE DESIGN AND RIGHT OF WAY PHASE OF THE US 101 MANAGED LANE PROJECT FROM MATADERO CREEK IN SANTA CLARA COUNTY TO I-380

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

WHEREAS, on June 2, 2016, the SMCTA Board through Resolution 2016-12 approved an amendment to the 2004 Transportation Authority Expenditure Plan which allows the TA to act as a sponsor for the US 101 Managed Lane Project; and

WHEREAS, on November 10, 2016, the C/CAG Board approved a resolution to co-sponsor the environmental phase of the US 101 Managed Lane Project with the SMCTA; and

WHEREAS, on November 20, 2017, C/CAG and SMCTA submitted a joint Measure A Highway Program application for funding the project's upcoming phases of work that included design and right of way; and

WHEREAS, on February 1, 2018, the San Mateo County Transportation Authority Board of Directors (TA) programmed and allocated \$22 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the US 101 Managed Lane Project towards developing the design and right of way phase; and

WHEREAS, on October 12, 2017, the C/CAG Board approved the proposed 2018 STIP for San Mateo County which programmed \$16 million toward the right of way phase of the Managed Lane project; and

WHEREAS, C/CAG and the TA desire to extend the partnership and serve as the co-sponsors of the project through the design and right of way phase.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that, on behalf of C/CAG, the Chair is authorized to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority for the design and right of way phase of the US 101 Managed Lane Project and also that the Executive Director is authorized to negotiate the final terms of said MOU prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

PASSED, APPROVED, AND ADOPTED, THIS 12TH DAY OF APRIL 2018.

Maryann Moise Derwin, Chair

Memorandum of Understanding (MOU)
San Mateo County Transportation Authority
and
City/County Association of Governments of San Mateo County
for the Implementation of
101 Managed Lanes Project

This memorandum of understanding (MOU) is entered into as of the __ day of _____, 2016, by and between the San Mateo County Transportation Authority (TA, Co-Sponsor and Implementing Agency) and the City/County Association of Governments of San Mateo County (C/CAG, Co-Sponsor), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the TA of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (New Measure A); and

WHEREAS, on January 3, 2013, the TA Board of Directors programmed and allocated \$2 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the 101 High Occupancy Vehicle Lane (HOV) (Whipple-San Bruno) Project in support of developing the Project Initiation Document (PID), and the Parties entered into a memorandum of understanding on November 27, 2013 to memorialize the terms of this allocation (2013 MOU); and

WHEREAS, C/CAG, as the original Project Sponsor, requested that the TA reallocate \$700,000 of the \$2 million in Measure A funds originally allocated for preparation of a Project Initiation Document to fund further technical studies to assess the alternatives associated with the Project, and the Parties executed an amendment to the 2013 MOU; and

WHEREAS, after extensive input from the Project team, including TA, C/CAG, and Caltrans staff, and stakeholders, the project alternatives were expanded to include High Occupancy Toll (HOT) alternatives, in addition to a HOV alternative, and the Project area was expanded south from the original limit of the Highway 101/Whipple Avenue

Interchange to 0.3 mile north of the 101/San Antonio Road Interchange in Santa Clara County, and north from the 101/380 Interchange to 0.3 mile south of the 101/Grand Avenue Interchange; and

WHEREAS, on May 8, 2015, the TA issued a call for projects for the Highway Program; and

WHEREAS, in response to the call for projects, C/CAG requested that the TA provide \$8,500,000 in Measure A funds for the Project, now renamed the “101 Managed Lanes Project” to reflect the expanded scope of work; and

WHEREAS, the Project meets the intent of the 2004 Transportation Expenditure Plan and the TA’s Strategic Plan 2014-2019; and

WHEREAS, on October 1, 2015, the TA’s Board of Directors programmed and allocated up to \$8,500,000 from the New Measure A Highway Program Category (hereinafter “Measure A Funds”) for the Project Approval / Environmental Document (PAED) phase (Scope of Work) of the Project through Resolution 2015-19; and

WHEREAS, on June 2, 2016, the TA Board of Directors through Resolution 2016-12 approved an amendment to the 2004 Transportation Authority Expenditure Plan which allows the TA to act as a Sponsor for the Project; and

WHEREAS, on December 2, 2016, C/CAG, as a Co-Sponsor of the Project, entered into a MOU with TA for the preparation and completion of the Caltrans approved Project Report and Environmental Document for the PAED phase; and

WHEREAS, the Project Report and Environmental Document are scheduled to be completed and subsequently approved by Caltrans in spring 2018; and

WHEREAS, on February 1st, 2018, the TA’s Board of Directors programmed and allocated up to \$22,000,000 from the New Measure A Highway Program Category (hereinafter “Measure A Funds”) for the design and right-of-way phases (Scope of Work) of the Project through Resolution 2018-05; and

WHEREAS, the Parties desire to remain as Co-Sponsors of the Project; and

WHEREAS, the Parties desire the TA to also serve as the Implementing Agency of the Project to complete the Scope of Work; and

Now, THEREFORE, the Parties to this MOU agree as follows:

A. Project Scope and Description

1. Project Scope. This Project is the implementation of managed lanes on State highway 101 from 0.3 mile north of the San Antonio Road Interchange in Santa Clara County to 0.3 mile south of the Grand Avenue Interchange in San Mateo County.
2. Scope of Work. The Scope of Work is the preparation and completion of the Plans, Specifications and Estimates (PS&E), and right-of-way components of the Project which comprise the work planned for the design and right-of-way phases of the project, in accordance with the Caltrans Project Development Procedures Manual.
3. Limited to Scope of Work. This MOU is intended to cover only the Scope of Work. Further roles and responsibilities for subsequent phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

B. Funding and Payment

1. Funding Commitment. The TA will provide up to \$22,000,000 of Measure A Funds. The Parties agree that additional funding that is secured from other sources be made available to fund the Scope of Work.
2. Cost Savings. Any cost savings of the Measure A Funds allocated for the Scope of Work will revert to the Supplemental Roadway Category of the New Measure A Highway Program for the TA to reallocate to any eligible project through its usual fund programming and allocation activities.
3. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the Parties will identify the additional amounts needed. The Parties will work together to identify potential sources of funding, as well as obtain the necessary funds to complete the Scope of Work.

C. Term

1. Term of Agreement. This MOU is effective upon execution, and will terminate upon the earliest of: (a) 6 months after the design and right-of-way certification was approval by Caltrans, (b), December 31, 2019, (c) pursuant to section C3.
2. Time of Performance. This Project Scope of Work must be completed no later than June 30, 2019.
3. Termination by the Parties. Either Party may at any time terminate the Scope of Work by giving ten (10) days' written notice to the other Party. If this MOU is terminated by one Party, the other Party may continue work on the Project. However, in case of termination, neither Party may seek nor be entitled to receive reimbursement from the other Party for any costs or expenses incurred in connection with further activities related to the Scope of Work nor termination of this MOU.

4. Expiration of TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution plus any additional funding made available through the TA to the Project as established in Section B. 2 above.

D. TA Responsibilities

1. The TA and Caltrans will perform and complete the Scope of Work.
2. The TA will make available to the Project up to \$22,000,000 of Measure A Funds for the Scope of Work.
3. For purposes of delivering the Scope of Work, the TA agrees to:
 - a. Execute a Cooperative Agreement with Caltrans, to develop and deliver the Scope of Work to the ;
 - b. Provide technical oversight for performance of the Scope of Work;
 - c. Coordinate with Caltrans and other permitting agencies as necessary for the Scope of Work;
 - d. In cooperation with Caltrans, ensure all necessary permits and approvals required for the Scope of Work are obtained;
 - e. Procure and administer the consultant/contractor services to complete the TA's share of the Scope of Work;
 - f. Organize and facilitate regular meetings of a Project Development Team (PDT) comprised of various Caltrans functional units, C/CAG and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
 - g. Keep C/CAG apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work;
 - h. Consult with C/CAG where necessary/appropriate; and contract with a consultant to serve as the Parties' representative for public outreach events, presentations, and reporting, and provide updates to C/CAG's Board of Directors, as requested by C/CAG.
 - i. Consult with C/CAG committees and obtain concurrence or endorsement from the C/CAG and TA Boards of Directors for necessary/appropriate reports, policies, and issues.

- j. Consult with C/CAG committees and obtain concurrence or endorsement from the C/CAG and TA Boards of Directors for necessary/appropriate final deliverables or work products produced by the integrated team for the Scope of Work.
4. The TA will prepare and provide to C/CAG, the Project Management Team (PMT), and Executive Steering Committee (ESC) members status reports including anticipated and expended costs and Scope of Work delivery milestones and schedule forecasts.
5. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU by the integrated project team. The TA will also track the accumulation and expenditure of Measure A Funds allocated for the Scope of Work, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

E. C/CAG Responsibilities

1. C/CAG may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
2. C/CAG may, at its discretion, review the work products and deliverables produced by the TA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials.
3. C/CAG may review, at its discretion, progress reports prepared and provided by the TA.
4. C/CAG may, at its discretion, review and audit invoices and other documentation of the expenditure of Measure A Funds allocated for the Scope of Work, however the TA retains ultimate authority for expenditure of Measure A Funds on the Project.

F. Parties Responsibilities

1. The Parties will be responsible for championing the effort of obtaining political and public support of the Project.
2. The Parties will be the public face of the Project for purposes of leading outreach efforts to local stakeholders and community members, including coordination of public meetings and solicitation of public comment.
3. The Parties will provide input and oversight based on local policies and desires regarding the outcome of and deliverables of the Project.

4. The Parties will actively participate in the PDT, PMT and ESC meetings related to the Scope of Work.
5. The Parties will manage the Scope of Work pursuant to the Project Charter.
6. The Parties along with the PMT and ESC will approve or endorse in writing, the final deliverables or work products produced by the integrated team for the Scope of Work.

G. Third Party Roles

1. Third Party Roles. Caltrans, as owner operator of the facility proposed for modification, is responsible for reviewing and approving the Environmental Document and Project Report for the Project.

H. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the Indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

I. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the TA or the C/CAG under this MOU, are the joint property of the TA and the C/CAG. Each Party is entitled

to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.

2. Attribution to the TA. All project material funded in part with TA funds must include attribution that indicates work was funded by Measure A Funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure A Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.
3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by both Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
9. Relationship of the Parties. It is understood that this is an MOU by and between Parties and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
10. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
11. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining

portions of this Agreement, or the application thereof, will remain in full force and effect.

12. Counterparts. This MOU may be executed in counterparts.
13. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to the Scope of Work and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
14. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at such other place(s) that either Party may designate in written notice to the other. Notices will be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority
 1250 San Carlos Avenue
 P.O. Box 3006
 San Carlos, CA 94070-1306
 Attn: Jim Hartnett, Executive Director

To C/CAG: City/County Association of Governments of San Mateo County
 330 W. 20th Ave.
 San Mateo, CA 94403
 Attn: Sandy Wong, Executive Director

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY**

By: _____

Name: Maryann Moise Derwin

Its: C/CAG Chair

Approved as to Form:

Legal Counsel for City/County Association of
Governments of San Mateo County

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: _____

Name: _____

Its: _____

Attest:

Authority Secretary

Approved as to Form:

Legal Counsel for the TA

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 18-17 authorizing the C/CAG Chair to execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and C/CAG for the design and right of way phases of the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380.

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

RECOMMENDATION

That the C/CAG Board review and approve of Resolution 18-17 authorizing the C/CAG Chair to execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and C/CAG for the design and right of way phases of the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380.

It is also recommended that the C/CAG Board authorize the Executive Director to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

FISCAL IMPACT

None

SOURCE OF FUNDS

N/A

BACKGROUND

On May 8, 2015, the SMCTA issued a call for projects for their Measure A Highway Program, to solicit projects that reduce congestion in commute corridors. The program focuses on removing bottlenecks in the most congested highway commute corridors, reducing congestion, and improving throughput along critical congested commute corridors.

C/CAG applied to sponsor and develop the Project Approval/Environmental Document (PA/ED) phase of US 101 Managed Lane project. On October 1, 2015, TA Board authorized the allocation of \$8.5 million of Measure A funding for the PA/ED phase. An additional \$3 million in private contributions was secured to fully fund the PA/ED phase.

On June 22, 2016, the SMCTA entered into a Cooperative Agreement with Caltrans regarding obligations and responsibilities for the various technical studies undertaken as part of the process to evaluate alternatives and develop the PA/ED. The PA/ED phase is being delivered by an integrated Caltrans and SMCTA consultant project delivery team.

In October 2016, the Managed Lane project received \$9.7 million in Federal Earmark repurposed funds. The additional funding was utilized to accelerate the project delivery by advancing environmental work and facilitating preliminary design. Because C/CAG was the recipient of the earmark funding, C/CAG entered into an amended Cooperative Agreement with Caltrans and the SMCTA to make the funding available to the project.

On October 9, 2017, the SMCTA issued another call for project for their Measure A Highway Program. On November 20, 2017, C/CAG and SMCTA submitted a joint Measure A application for funding upcoming phases of work. These phases include design and right of way. On February 1, 2018, SMCTA approved \$22 million towards the upcoming phases of work. In addition, on October 12, 2017, the C/CAG Board approved the proposed 2018 STIP for San Mateo County which programmed \$16 million toward the right of way phase of the Managed Lane project.

An integrated Caltrans and SMCTA consultant project delivery team will again be used to deliver the design and right of way phase of the project. A cooperative agreement with Caltrans will be needed for these phases of work. C/CAG will enter into the agreement to make the \$16 million in 2018 STIP right of way funding available to the project.

The draft cooperative agreement was reviewed by staff and legal counsel, and is available for review on-line. SMCTA legal counsel is in the process of reviewing the agreement. It is recommended that the C/CAG Executive Director be authorized to negotiate final terms, subject to the C/CAG legal counsel approval, and prior to execution by the C/CAG Chair.

ATTACHMENTS

- 1.) Resolution 18-17
- 2.) Provided on-line only at: <http://ccag.ca.gov/committees/board-of-directors/>
Draft Cooperative Agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and the City/ County Association of Governments of San Mateo County the design and right of way phases of the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380.

RESOLUTION 18-17

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE A COOPERATIVE AGREEMENT BETWEEN CALTRANS, THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA), AND C/CAG FOR THE DESIGN AND RIGHT OF WAY PHASES OF THE US 101 MANAGED LANE PROJECT FROM MATADERO CREEK IN SANTA CLARA COUNTY TO I-380

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

WHEREAS, on June 2, 2016, the SMCTA Board through Resolution 2016-12 approved an amendment to the 2004 Transportation Authority Expenditure Plan which allows the TA to act as a sponsor for the US 101 Managed Lane Project; and

WHEREAS, on November 10, 2016, the C/CAG Board approved a resolution to co-sponsor the environmental phase of the US 101 Managed Lane Project with the SMCTA; and

WHEREAS, June 22, 2016, the SMCTA entered into a Cooperative Agreement with Caltrans regarding obligations and responsibilities for the various technical studies undertaken as part of the completing the environmental phase of the project; and

WHEREAS, in October 2016 C/CAG was the recipient of \$9.5 million in Federal Earmark repurposed funds and entered into an amended Cooperative Agreement with Caltrans and the SMCTA to make the funding available to the project for the environmental phase; and

WHEREAS, on February 1, 2018, the San Mateo County Transportation Authority Board of Directors (TA) programmed and allocated \$22 million in New Measure A funds from the Highway Program Supplemental Roadways Projects category for the US 101 Managed Lane Project towards developing the design and right of way phase; and

WHEREAS, on October 12, 2017, the C/CAG Board approved the proposed 2018 STIP for San Mateo County which programmed \$16 million toward the right of way phase of the Managed Lane project; and

WHEREAS, a Cooperative Agreement with Caltrans and the SMCTA will be required to document the obligations and responsibilities for the design and right of way phases of work.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that, on behalf of C/CAG, the Chair is authorized to execute a cooperative agreement between Caltrans, the San Mateo County Transportation Authority (SMCTA), and C/CAG for the design and right of way phases of the US 101 Managed Lane Project from Matadero Creek in Santa Clara County to I-380 and also that the Executive Director is authorized to negotiate the final terms of said cooperative agreement prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

PASSED, APPROVED, AND ADOPTED, THIS 12TH DAY OF APRIL 2018.

Maryann Moise Derwin, Chair

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 18-18 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) to co-sponsor the project study report of the US 101 Managed Lane Project north of I-380.

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

RECOMMENDATION

That the C/CAG Board review and approve of Resolution 18-18 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority (SMCTA) to co-sponsor the project study report of the US 101 Managed Lane Project north of I-380.

It is also recommended that the C/CAG Board authorize the Executive Director to negotiate the final terms of said MOU prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

FISCAL IMPACT

C/CAG staff time

SOURCE OF FUNDS

C/CAG staff time is funded by C/CAG transportation funds.

BACKGROUND

On August 9, 2012 C/CAG Board approved of Resolution 12-46 authorizing the acceptance of allocated funds, and the execution of grant agreements with the San Mateo County Transportation Authority (SMCTA), for project feasibility studies and project study documents associated with four applications submitted by staff to the SMCTA Highway Program for funding. One of these projects was an application to develop a Project Study Report for an auxiliary lane on US 101 from Oyster Point to the San Francisco County Line.

In October 2012, C/CAG was awarded SMCTA Measure A funding to develop a Project Study Report for the for an auxiliary lane on US 101 from Oyster Point to the San Francisco County Line. The Project Study Report was prepared by the SMCTA and approved by Caltrans in early June 2015.

In May 2015, SMCTA issued another Highway Program call for projects. In October 2015, \$8,000,000 in SMCTA Measure A funding was awarded to complete the environmental phase of the auxiliary lane project on US 101 from Oyster Point to the San Francisco County Line, with C/CAG being the project sponsor and SMCTA the implementing agency. During this time, the US 101 Managed Lane project, south of I-380, was expanded to include an express lane alternative to the project.

In June 2016, the SMCTA took an action to become a co-sponsor of the US 101 Managed Lane Project. During scoping meetings in August, Caltrans, SMCTA, and C/CAG received several inquiries about plans for a Managed Lane north of I-380. According to Caltrans' requirement, a Project Study Report, which precedes the environmental study, must include all feasible alternative solutions. Since the 2015 approved study only included auxiliary lane alternatives, it must be modified to include a managed lane option to ensure that corridor continuity is considered.

In addition, San Francisco County Transportation Authority (SFCTA) approached SMCTA and C/CAG about jointly funding a Managed Lane Project Study Report from I-380 to downtown San Francisco via the US 101 (in San Mateo and San Francisco County) and the I-280 (in San Francisco County).

On December 14, 2017 the C/CAG Board approved of reallocating \$1,000,000 in allocated environmental phase funds towards the development of a joint Project Study Report with SFCTA that extends the southern project limit from Oyster Point to I-380 and that includes a Managed Lane alternative. This study will supersede the report completed in 2015 but it is expected that auxiliary lane alternatives from the previously completed report will still be included as alternatives in the new report. SFCTA is expected to lead the effort.

C/CAG and SMCTA are already co-sponsors of the environmental phase for the US 101 Managed Lane project south of I-380. It is recommended that C/CAG and the SMCTA extend the co-sponsorship relationship to the project north of I-380 for the project study phase in collaboration with SFCTA. Approval of the attached MOU between C/CAG and the SMCTA would document the project's co-sponsorship role for the project study phase for the US 101 Managed Lane project north of I-380.

ATTACHMENTS

- 1.) Resolution 18-18
- 2.) Memorandum of Understanding (MOU) between the San Mateo County Transportation Authority and the City/ County Association of Governments of San Mateo County co-sponsoring the project study phase of the US 101 Managed Lane Project north of I-380.

RESOLUTION 18-18

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 MEMORANDUM OF UNDERSTANDING (MOU) WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) FOR THE PROJECT STUDY REPORT OF THE US 101 MANAGED LANE PROJECT NORTH OF I-380

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

WHEREAS, on October 2012, C/CAG was awarded SMCTA Measure A funding to develop a Project Study Report for the for an auxiliary lane on US 101 from Oyster Point to the San Francisco County Line which was completed in June 2015; and

WHEREAS, on October 2015, this project was awarded \$8,000,000 in SMCTA Measure A funding to complete the environmental phase of the auxiliary lane project on US 101 from Oyster Point to the San Francisco County Line, with C/CAG being the project sponsor and SMCTA the implementing agency; and

WHEREAS, on the approved study only included auxiliary lane alternatives and must be modified to include a managed lane option to ensure that corridor continuity is considered; and

WHEREAS, the San Francisco County Transportation Authority (SFCTA) approached SMCTA and C/CAG about jointly funding a Managed Lane Project Study Report from I-380 to downtown San Francisco via the US 101 (in San Mateo and San Francisco County) and the I-280 (in San Francisco County); and

WHEREAS, on December 14, 2017 the C/CAG Board approved of reallocating \$1,000,000 in allocated environmental phase funds towards the development of a joint Project Study Report with SFCTA that extends the southern project limit from Oyster Point to I-380 and that includes a Managed Lane alternative; and

WHEREAS, C/CAG and the TA desire to execute and MOU between C/CAG and the SMCTA to document the Managed Lane project's co-sponsorship role for the project study phase for the US 101 Managed Lane project north of I-380.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to execute a Memorandum of Understanding (MOU) with the San Mateo County Transportation Authority for the project study phase for the US 101 Managed Lane project north of I-380 and also that the Executive Director is authorized to negotiate the final terms of said

MOU prior to its execution by the C/CAG Chair, subject to approval as to form by legal counsel.

PASSED, APPROVED, AND ADOPTED, THIS 12TH DAY OF APRIL 2018.

Maryann Moise Derwin, Chair

Memorandum of Understanding (MOU)

**San Mateo County Transportation Authority
and
City/County Association of Governments**

for US 101 Managed Lanes (North) Project

This Memorandum of Understanding (MOU) is entered into as of the ___ day of _____, 2018, by and between the San Mateo County Transportation Authority (TA) and City/County Association of Governments of San Mateo County (C/CAG), each of which is referred to herein individually as "Party" and jointly as "Parties."

RECITALS

WHEREAS, on June 7, 1988, the voters of San Mateo County approved a ballot measure to allow the collection and distribution by the San Mateo County Transportation Authority (TA) of a half-cent transactions and use tax in San Mateo County for 20 years with the tax revenues to be used for highway and transit improvements pursuant to the Transportation Expenditure Plan presented to the voters (Original Measure A); and

WHEREAS, on November 2, 2004, the voters of San Mateo County approved the continuation of the collection and distribution by the TA of the Measure A half cent transaction and use tax for an additional 25 years to implement the 2004 Transportation Expenditure Plan, beginning January 1, 2009 (Measure A); and

WHEREAS, C/CAG has requested that the TA reallocate \$1.0 million of the \$8.0 million previously-allocated Measure A funds for the environmental phase of the US 101 Auxiliary Lanes Project – Oyster Point to San Francisco County Line (US 101 Auxiliary Lane Project) to fund the San Mateo County’s share of costs associated with the 101-280 Managed Lanes North of 380 (Project); and

WHEREAS, the Project meets the intent of the 2004 Transportation Expenditure Plan and the TA’s Strategic Plan 2014-2019; and

WHEREAS, on October 4, 2012, as part of a Highway Program Call for Projects, the TA’s Board of Directors programmed and allocated up to \$1.0 million in Measure A funds for the Project Initiation Document (PID) phase of the US 101 Auxiliary Lanes Project through Resolution 2012-17; and

WHEREAS, TA and C/CAG executed a Memorandum of Understanding on November 27, 2013 for the preparation and completion of a Caltrans approved Project Study Report/Project Development Support (PSR/PDS) for the PID phase up to \$1.0 million; and

WHEREAS, the PSR/PDS was completed and subsequently approved by Caltrans on June 9, 2015; and

WHEREAS, on October 1, 2015, as part of a Highway Program Call for Projects, the TA's Board of Directors programmed and allocated up to \$8.0 million in Measure A funds for the environmental phase of the Project through Resolution 2015-19; and

WHEREAS, as part of scoping effort for the environmental phase of US 101 Auxiliary Lanes Project, TA and C/CAG recognized the need to consider managed lanes north of I-380 to better align the project with the managed lanes concepts developed for the corridor south of the I-380, to address the growing congestion problem and to improve person throughput; and

WHEREAS, the approved PSR/PDS for the PID phase did not include managed lanes as a project alternative and the PSR/PDS must be modified to include managed lane in order to advance the project to environmental phase per Caltrans' policy; and

WHEREAS, TA and C/CAG have been collaborating with SFCTA to include managed lanes as part of the PID study; and

WHEREAS, SFCTA requested TA and C/CAG to jointly fund a PSR/PDS to study the managed lane concepts from I-380 to downtown San Francisco through US 101 (in San Mateo County and San Francisco County) and I-280 (in San Francisco County); and

WHEREAS, at the request of C/CAG, the TA Board of Directors reallocated \$1.0 million of Measure A funding previously allocated for the environmental phase of the US 101 Auxiliary Lanes Project (Oyster Point to San Francisco County Line) to the PID phase of the Project, through Resolution 2018-02; and

WHEREAS, the Parties desire SFCTA to be the project Implementing Agency for the Project,

WHEREAS, the Parties desire to be Co-sponsors of the Project to collectively participate in the development of a PSR/PDS implemented by the SFCTA; and

WHEREAS, SFCTA has retained a consultant to perform the scope of work described in Section A-2, below.

Now, THEREFORE, the Parties to this MOU agree as follows:

A. Project Scope and Description

1. Project Scope. The Project is the implementation of a managed lane on US 101 from I-380 interchange to US 101/I-280 junction, and on I-280 from US 101/I-280 junction to I-280 terminus at the intersection of 5th Street/King Street in downtown San Francisco.
2. Scope of Work. Preparation and completion of a Caltrans approved PSR/PDS for PID phase.

3. Limited to Scope of Work. This MOU is intended to cover only the Scope of Work. Further roles and responsibilities for subsequent phases of work on, or other tasks related to, the Project will be determined by negotiations between the Parties.

B. Funding and Payment

1. Funding Commitment. TA and SFCTA will provide a cost-share of approximately 50%, up to \$750,000 each, for the completion of the Scope of Work, and no cost to C/CAG.
2. Insufficient Funding. In the event that additional funding is needed to complete the Scope of Work, the TA will identify the additional amounts needed and review those estimates with C/CAG. The Parties along with SFCTA will work together to identify potential sources of funding to complete the Scope of Work.

C. Term

1. Term of Agreement. This MOU is effective upon execution, and will terminate upon the earliest of: (a) termination by C/CAG or the TA pursuant to section C-3 or C-4, or (b) October 30, 2019.
2. Time of Performance. The Scope of Work must be completed no later than April 30, 2019.
3. Termination by the Parties. Either Party may at any time terminate the Scope of Work by giving ten (10) days' written notice to the other Party. If it is mutually agreed by the Parties, the other Party may continue work on the Project. However, in case of termination, neither Party may seek nor be entitled to receive further reimbursement from the other Party for any costs or expenses incurred in connection with the Scope of Work nor termination of this MOU.
4. Expiration of TA Financial Obligations. Any and all financial obligations of the TA pursuant to this MOU will expire upon the expenditure of the TA's maximum contribution as established in Section B-1 above or upon termination of this MOU under Section C-1, above.

D. TA Responsibilities

1. The TA will be responsible for 50% of cost associated with the Scope of Work, up to \$750,000.
2. For purposes of delivering the Scope of Work, the TA agrees to:
 - a. Provide oversight for performance of the Scope of Work to be completed by SFCTA;

- b. Keep C/CAG apprised of developments, such as award of contracts or potential changes that may affect the scope, schedule, or budget of the Project or Scope of Work; and
 - c. Attend regular meetings of a Project Development Team (PDT) comprised of SFCTA, various Caltrans functional units, C/CAG and representatives from involved local and regional entities to provide input and guidance on the Scope of Work;
 - d. Consult with C/CAG where necessary/appropriate.
3. The TA will review, process, and audit (at its discretion) invoices and other documentation of expenditures for work performed under this MOU. The TA will also track the accumulation and expenditure of funds under this MOU, and process other documentation of expenditures in compliance with TA accounting and budgeting requirements.

E. C/CAG Responsibilities

- 1. C/CAG may, at its discretion, review any professional services agreements, change orders and any other agreements that the TA has entered into for the performance of the Scope of Work; however the TA retains ultimate authority over contracting and related decisions.
- 2. C/CAG may, at its discretion, review the work products and deliverables produced by the SFCTA and/or its contractors/consultants for the Scope of Work, including reports, designs, drawings, plans, specifications, schedules and other materials.
- 3. C/CAG may, at its discretion, review and audit invoices and other documentation of expenditures for the Scope of Work.
- 4. C/CAG is solely responsible for all costs, including staff time, needed to fulfill its responsibilities set forth in this Section E.

F. Third Party Roles

- 1. **Third Party Roles.** SFCTA, as the Implementing Agency of the Project, is responsible for completion of the Scope of Work.
- 2. For the purposes of delivering the Scope of Work, the SFCTA will be responsible for executing a Funding Agreement with TA to deliver the Scope of Work and to list the

terms and conditions, roles and responsibilities associated with review and approval of the PSR/PDS;

3. The SFCTA will be responsible for 50% of cost associated with the Scope of Work, up to \$750,000.

G. Indemnification

1. Each of the Parties will indemnify, hold harmless and defend the other Party and its directors/councilmembers, officers, employees and agents (collectively, "Indemnitees") against all liability, claims, suits, actions, costs or expenses related to performance of the Scope of Work or the Project, including but not limited to those arising from loss of or damage to property, and injuries to or death of any person (including but not limited to the property or employees of each Party) when arising out of or resulting from any act or omission by the indemnifying Party, its agents, employees, contractors or subcontractors in connection with any aspect of the Project, including Project design, construction and/or maintenance.
2. Each of the Parties will also fully release, indemnify, hold harmless and defend the other Party and Indemnitees from and against any and all claims or suits that may be brought by any of the Indemnifying Party's contractors or subcontractors performing work in connection with or related to the Project.
3. The indemnifying Party's obligation to defend includes the payment of all reasonable attorneys' fees and all other costs and expenses of suit, and if any judgment is rendered, or settlement entered, against any Indemnitee, the indemnifying Party must, at its expense, satisfy and discharge the same. Indemnitees may require the indemnifying Party to obtain counsel satisfactory to the Indemnitees.
4. This indemnification will survive termination or expiration of this MOU.

H. Miscellaneous

1. Ownership of Work. All reports, designs, drawings, plans, specifications, schedules, studies, memoranda, and other documents assembled for or prepared by or for; in the process of being assembled or prepared by or for; or furnished to the TA or C/CAG under this MOU, are the joint property of the TA and C/CAG. Each Party is entitled to copies and access to these materials during the progress of the Project and upon completion of the Scope of Work or termination of this MOU. Both Parties may retain a copy of all material produced under this MOU for use in their general activities.
2. Attribution to the TA. C/CAG must include attribution that indicates work was funded by Measure A Funds from the TA. This provision applies to any project, or publication, that was funded in part or in whole by Measure A Funds. Acceptable forms of attribution include TA branding on Project-related documents, construction signs, public information materials, and any other applicable documents.

3. No Waiver. No waiver of any default or breach of any covenant of this MOU by either Party will be implied from any omission by either Party to take action on account of such default if such default persists or is repeated. Express waivers are limited in scope and duration to their express provisions. Consent to one action does not imply consent to any future action.
4. Assignment. No Party can assign, transfer or otherwise substitute its interest or obligations under this MOU without the written consent of the other Party.
5. Governing Law. This MOU is governed by the laws of the State of California as applied to contracts that are made and performed entirely in California.
6. Modifications. This MOU may only be modified in a writing executed by both Parties.
7. Disputes. If a question arises regarding interpretation of this MOU or its performance, or the alleged failure of a Party to perform, the Party raising the question or making the allegation must give written notice thereof to the other Party. The Parties will promptly meet in an effort to resolve the issues raised. If the Parties fail to resolve the issues raised, alternative forms of dispute resolution, including mediation or binding arbitration, may be pursued by mutual agreement. It is the intent of the Parties to the extent possible that litigation be avoided as a method of dispute resolution.
8. Attorneys' Fees. In the event legal proceedings are instituted to enforce any provision of this MOU, the prevailing Party in said proceedings will be entitled to its costs, including reasonable attorneys' fees, in addition to such other remedies to which it may be entitled.
9. Relationship of the Parties. It is understood that this is an MOU by and between independent contractors and is not intended to and does not create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of independent contractor.
10. Warranty of Authority to Execute MOU. Each Party to this MOU represents and warrants that each person whose signature appears hereon is duly authorized and has the full authority to execute this MOU on behalf of the entity that is a Party to this MOU.
11. Severability. If any portion of this Agreement, or the application thereof, is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining portions of this MOU, or the application thereof, will remain in full force and effect.
12. Counterparts. This MOU may be executed in counterparts.
13. Entire MOU. This MOU constitutes the entire agreement between the Parties pertaining to its subject matter and supersedes any prior or contemporaneous written or oral agreement between the Parties on the same subject.
14. Notices. All notices affecting any of the clauses of this MOU must be in writing and mailed postage prepaid by certified or registered mail, return receipt requested, or by personal delivery or overnight courier, to the appropriate address indicated below or at

such other place(s) that either Party may designate in written notice to the other. Notices will be deemed received upon delivery if personally served, one (1) day after mailing if delivered via overnight courier, or two (2) days after mailing if mailed as provided above.

To TA: San Mateo County Transportation Authority
1250 San Carlos Avenue
P.O. Box 3006
San Carlos, CA 94070 – 1306
Attn: Joseph Hurley, Director

To C/CAG: City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063 – 1665
Attn: Jean Higaki, Transportation System Coordinator

IN WITNESS WHEREOF, the Parties have hereunder subscribed their names the day and year indicated below.

CITY/COUNT ASSOCIATION OF GOVERNMENTS (C/CAG)

By: _____
Name: _____
Its: _____

Approved as to Form:

Legal Counsel for C/CAG

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

By: _____
Name: Jim Hartnett
Its: Executive Director

Attest:

Authority Secretary

Approved as to Form:

Legal Counsel for the TA

DRAFT

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 18-19 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo Office of Sustainability for an amount not to exceed \$40,000 for staff services for the Resource Management and Climate Protection Committee and the Local Task Force for fiscal year 2018-19.

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

RECOMMENDATION

That the C/CAG Board of Directors adopt Resolution 18-19 authorizing the C/CAG Chair to execute an agreement between C/CAG and the County of San Mateo Office of Sustainability for an amount not to exceed \$40,000 for staff services for the Resource Management and Climate Protection (RMCP) Committee and the Local Task Force for fiscal year 2018-19.

FISCAL IMPACT

\$40,000 in fiscal year 2018-19.

SOURCE OF FUNDS

Funding will come from the C/CAG Congestion Relief Fund.

BACKGROUND/DISCUSSION

The C/CAG Resource Management and Climate Protection (RMCP) Committee provides advice and recommendations to the Congestion Management and Environmental Quality (CMEQ) Committee and the full C/CAG Board on matters related to energy and water and climate action/adaptation efforts. The RMCP Committee also reports on the activities of the San Mateo County Energy Watch (SMCEW), the Regionally Integrated Climate Action Planning Suite (RICAPS) program, and promotes the goals outlined in the San Mateo County Energy Strategy. The San Mateo County Energy Strategy, which was adopted by every city and the County in 2009, provides direction on: energy, water, collaboration between cities and the utilities, leadership, and economic opportunities related to resource sustainability.

C/CAG serves as the Local Task Force in San Mateo County to the California Department of Resource Recycling and Recovery (CalRecycle) per AB 939 (1989), and is responsible for reviewing and commenting on any changes made by the County to elements of the Countywide Integrated Waste Management Plan. The County provides solid waste technical support as needed to C/CAG.

C/CAG has been contracting with the County of San Mateo for staff services for RMCP and as the Local Task Force on an annual basis. This agreement will continue the arrangement with the County of San Mateo, Office of Sustainability to provide staff support for the RMCP Committee, as well as the Local Task Force for changes in solid waste diversion resources for fiscal year 2018-19. The existing

agreement expires June 30, 2018. Staff recommends a new agreement for fiscal year 2018-19 with the County of San Mateo for staff services for the RMCP Committee and the Local Task Force.

ATTACHMENTS

- 1.) Resolution 18-19
- 2.) Agreement between C/CAG and County Office of Sustainability for RMCP for FY 2018-19

RESOLUTION 18-19

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 OFFICE OF SUSTAINABILITY FOR AN AMOUNT NOT TO EXCEED \$40,000 FOR STAFF SERVICES FOR THE RESOURCE MANAGEMENT AND CLIMATE PROTECTION (RMCP) COMMITTEE AND THE LOCAL TASK FORCE FOR FISCAL YEAR 2018-19

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

WHEREAS, C/CAG desires to obtain services from the County of San Mateo, Office of Sustainability (County) to serve as the primary technical staff support function for the Resource Management and Climate Protection Committee on matters related to energy, water, and greenhouse gas emission reduction strategies; and

WHEREAS, C/CAG desires to obtain services from the County to serve as staff to the Local Task Force on matters related to solid waste;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute an agreement with the County of San Mateo, Office of Sustainability for an amount not to exceed \$40,000 for staff services for the Resource Management and Climate Protection Committee and the Local Task Force for fiscal year 2018-19.

The C/CAG Board also authorizes the following:

- 1- Authorize the C/CAG Executive Director to negotiate the terms of the final agreement prior to execution by the Chair, subject to legal counsel approval as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF APRIL 2018.

Maryann Moise Derwin, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY (C/CAG) AND THE COUNTY OF SAN MATEO OFFICE OF
SUSTAINABILITY FOR AN AMOUNT NOT TO EXCEED \$40,000 FOR
STAFF SERVICES FOR THE RESOURCE MANAGEMENT AND CLIMATE
PROTECTION COMMITTEE AND THE LOCAL TASK FORCE
FOR FISCAL YEAR 2018-19**

This Agreement entered this ____ day of ____ 2018, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency, hereinafter called “C/CAG” and the COUNTY OF SAN MATEO, Office of Sustainability, a department under a political subdivision of the State of California, hereinafter called “COUNTY.”

W I T N E S S E T H

WHEREAS, 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 the COUNTY to serve as the primary technical staff support function for the Resource Management and Climate Protection Committee of C/CAG on matters related to energy, water, and greenhouse gas emission reduction strategies and for the Local Task Force of C/CAG on matters related to solid waste; and

WHEREAS, the COUNTY is committed to providing staff services for said Resource Management and Climate Protection Committee and the solid waste Local Task Force.

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, in an amount not to exceed \$40,000. Payments shall be made within 30 days after receipt and approval of monthly invoices from the COUNTY.
3. **Relationship of the Parties.** It is understood that the COUNTY enters into this Agreement as an Independent Contractor and the 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.** 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 is in violation of this Section and shall be grounds for termination of this Agreement.
5. **Contract Term.** This Agreement shall be in effect and cover cost as set out in Exhibit A from July 1, 2018 and shall terminate on June 30, 2019; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' written notice to COUNTY. COUNTY may terminate this Agreement at any time for any reason by providing 30 days' written notice to C/CAG. 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 member agencies and their employees, agents and officers from all claims, suits, damages or actions arising from C/CAG's performance under this Agreement.

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

7. **Workers' Compensation Coverage.** Statutory Workers' Compensation Insurance and Employer's Liability Insurance will be provided by the COUNTY with limits of not less than one million dollars (\$1,000,000) for any and all persons employed directly or indirectly by COUNTY. In the alternative, COUNTY may rely on a self-insurance program to meet these requirements so long as the program of self-insurance complies fully with the provisions of the California Labor Code. In such case, excess Workers' Compensation Insurance with 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 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 the provisions of the California Labor Code.

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

9. **Non-discrimination.** COUNTY and its subcontractors performing the services on behalf of the COUNTY shall not discriminate or permit discrimination against any person or group of persons on the basis 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 people 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. Any substitution shall be with a person of commensurate experience and knowledge.
12. **Joint Property.** As between C/CAG and COUNTY any system or documents developed, produced or provided under this Agreement shall become the joint property of C/CAG and the COUNTY.
13. **Access to Records.** COUNTY shall retain, for a period of no less than five years, all books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions, and shall provide C/CAG, its member agencies, and or their auditors with access to said books and records.

COUNTY shall maintain all required records for five years after C/CAG makes final payments.
14. **Merger Clause.** This Agreement constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding.
15. **Amendments.** Any changes to this Agreement shall be incorporated in written amendments and executed by both County and C/CAG. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this Agreement for Staff Services for the Resource Management and Climate Protection Committee and the Local Task Force on the day and year first above indicated.

County of San Mateo (County)

By _____
Jim Eggemeyer
County Office of Sustainability - Director

Date

Approved as to Form By _____
County Counsel

Date

City/County Association of Governments (C/CAG)

By _____
Maryann Moise Derwin
C/CAG Chair

Date

Approved as to Form By _____
C/CAG Legal Counsel

Date

Exhibit A

STAFF SERVICES FOR THE RESOURCE MANAGEMENT AND CLIMATE PROTECTION COMMITTEE AND TO C/CAG AS THE LOCAL TASK FORCE

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, Office of Sustainability (County) for staff support of the C/CAG Resource Management and Climate Protection committee and to provide technical staff support to the solid waste Local Task Force to retain the experience and knowledge gained by key staff.
- 2.0 Management and Staffing Oversight - the County shall provide adequate reporting and information, and attend meetings with C/CAG staff as necessary to support the Resource Management and Climate Protection Committee, and shall provide reports and presentations to the C/CAG Board as necessary to ensure that the responsibilities of the solid waste Local Task Force are administered.
- 3.0 Specific Scope of Work – the County shall:
 - 3.1 Provide staffing for the Resource Management and Climate Protection Committee, including the development of agendas, writing of minutes and the provision of strategic support for ongoing initiatives
 - 3.2 Provide staff support to the Local Task Force (C/CAG Board) on matters related to Solid Waste including Non-Disposal Facility Element (NDFE) amendments and other matters related to Countywide Integrated Waste Management Planning
- 4.0 Reporting - The County of San Mateo shall report to the C/CAG Board and other C/CAG committees on activities related to this scope of work upon request during the 2018-2019 fiscal year.
- 5.0 Payments - The County shall submit invoices for services provided along with supporting documentation including labor hours and rates (which rates shall be no greater than the rate which will fully compensate the county for its costs associated with that employee, commonly referred to as the "fully loaded rate") and all other related costs for management and staffing. C/CAG shall pay invoices within 30 days of receipt.

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive an update regarding the 2018 State Transportation Improvement Program (STIP) for San Mateo County.

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

RECOMMENDATION

That the C/CAG Board receive an update regarding the 2018 State Transportation Improvement Program (STIP) for San Mateo County.

FISCAL IMPACT

No direct impact to the C/CAG budget. Funding for approved projects are awarded to project sponsors directly.

SOURCE OF FUNDS

The 2018 State Transportation Improvement Program (STIP) fund will come from State and Federal fund sources.

BACKGROUND

The STIP is the biennial five-year plan for future allocations of state transportation funds, developed in coordination with and developed by the Metropolitan Transportation Commission (MTC) for adoption by the California Transportation Commission (CTC). It is a five-year document adopted every two years that displays commitments of transportation funds for improving highway, transit, and other transportation systems.

C/CAG is the designated agency responsible to develop the regional share of the State Transportation Improvement Program (STIP) for San Mateo County. STIP candidate projects must be consistent with the Regional Transportation Plan as well as the County's Congestion Management Plan.

On June 27, 2017, Caltrans presented the draft STIP Fund Estimates for the five-year STIP period (FY 2018/19 through FY 2022/23) to the California Transportation Commission (CTC). The CTC adopted this estimate at their August 16, 2017 meeting.

The C/CAG Board reviewed a draft of the proposed 2018 STIP for San Mateo County on September 14, 2017 and approved the 2018 STIP on October 12, 2017 via special vote. This proposal was forwarded to the Metropolitan Transportation Commission (MTC) for inclusion in the Bay Area

region proposal.

MTC adopted a 2018 STIP regional recommendation on December 20, 2017 (MTC Resolution No. 4308) for the bay area that included the C/CAG proposal for San Mateo County. That recommendation was forwarded to the California Transportation Commission (CTC) for approval. In balancing the programming capacity available for each county in each fiscal year CTC has moved the programming year of two projects in San Mateo County as follows:

- The US 101 Managed Lane construction phase was moved from FY 19/20 to FY 20/21
- The US 101/ Woodside Road Interchange improvement project was moved from FY 18/19 to FY 21/22.

On March 21, 2018 CTC adopted the statewide 2018 STIP.

ATTACHMENTS

- 1.) Summary of CTC adopted 2018 STIP for San Mateo County

SUMMARY of CTC ADOPTED 2018 STIP FOR SAN MATEO COUNTY
(\$1,000's)

				Total	Total	(Info Only)						
Lead Agency	Rte	PPNO	Project	(2016 STIP)	(2018 STIP)	17-18	18-19	19-20	20-21	21-22	22-23	
Menlo Park	101	690A	US 101/Willow interchange reconstruction - AB 3090	8,000		8,000						
Pacifica	1	632C	SR 1 Calera Parkway - Pacifica				6,900					
San Mateo	92/82	668A	Phase 1 of SR 92 Improvement from I-280 to US 101 - Construction of Operational Improvement at the SR 92/El Camino Real Interchange - Allocated	5,000		5,000						
South San Francisco	82	648F	Grandfathered MTC TE - ECR Complete Streets	1,991		1,991						
SM C/CAG	VAR	2140E	Countywide ITS Project - (SSF Smart Corridors expansion)	4,298			240	4,058				
SM C/CAG	92	668D	Phase 2 of SR 92 Improvement from I-280 to US 101 - Improvement at the SR 92/US 101 Interchange Vicinity	5,628				2,411	3,217			
SM C/CAG	101	New	US 101 Managed Lane Project from Santa Clara County Line to I-380		33,498		16,000	→	17,498			
RWC	101	New	Woodside Interchange		8,000			→		8,000		
SSF	101	New	Produce Interchange - Improvements		5,000				5,000			
SM C/CAG	101/280	New	ITS Improvements in San Mateo northern cities - (including Daly City, Brisbane, and Colma)		8,500		600			1,000	6,900	
			SUBTOTAL - HIGHWAY (2018/19 thru 2022/23):	24,917	54,998		16,840	6,469	25,715	9,000	6,900	
MTC		2140	Planning, programming, and monitoring (MTC)	74	246		74	0	79	82	85	
SM C/CAG		2140A	Planning, programming, and monitoring (CMA)	338	787		338	0	263	262	262	
			SUBTOTAL - PLANNING (2018/19 thru 2022/23):	412	1,033		412	0	342	344	347	
			Grand Total (2018/19 thru 2022/23):		56,031		17,252	6,469	26,057	9,344	7,247	

Adopted in 2016 STIP

Proposed for 2018 STIP

C/CAG AGENDA REPORT

Date: April 12, 2018

To: City/County Association of Governments of San Mateo County 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 650-599-1462)

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.

At the March 8, 2018 C/CAG Board meeting the C/CAG Board took an action to oppose SB 827 as currently written. SB 827 (Wiener), Planning and Zoning Near Transit - would authorize a transit-rich housing project to receive a transit-rich housing bonus and exempt a project from various requirements, including maximum controls on residential density or floor area ratio, minimum automobile parking requirements, design standards that restrict the applicant's ability to construct the maximum number of units consistent with any applicable building code, and maximum height limitations.

ATTACHMENTS

- 1.) April 2018 Legislative update from Shaw/ Yoder/ Antwih, Inc.
- 2.) Draft letter in opposition of SB 827 as written.
- 3.) Full Legislative information is available for specific bills at <http://leginfo.legislature.ca.gov/>



SHAW/YODER/ANTWIH, *inc.*
LEGISLATIVE ADVOCACY • ASSOCIATION MANAGEMENT

DATE: April 2, 2018
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 – April 2018

Legislative Update

The Legislature will reconvene from Spring Recess on April 2 and begin a series of policy committee hearings on hundreds of bills available for consideration. The committees have until April 27 to send bills to the Appropriations Committees. In this report we highlight the most relevant bills this year affecting C/CAG; those are discussed under ***Bills of Interest***, below.

SB 1 Repeal

As we reported in our last report, the proponents of SB 1 recently formed a ballot committee – the Coalition to Protect Local Transportation Improvements – to oppose the repeal effort and promote the benefits of SB 1 throughout California. The Committee is led by the California Alliance for Jobs, the California State Association of Counties, the League of California Cities, and the California Transit Association, as well as several other transportation, labor, business, and local government agencies, formally known as the Fix Our Roads Coalition. The Committee will also support passage of Proposition 69 – put on the ballot by ACA 5 (Frazier) – the constitutional amendment passed by the legislature to protect new SB 1 revenues; the measure will be before the voters this June. The Committee recently launched a new website with more information about the benefits of SB 1, tools local agencies can use, and reasons to oppose the potential repeal. **The C/CAG Board is formally in support of the “Yes on Proposition 69” and the “No on SB 1 Repeal” campaigns.**

As far as the repeal is concerned, the proponents have raised approximately \$1.2 million and will more than likely qualify the measure for the November ballot. The proponents have until late-April to submit the required number of signatures – 585,000 – to the Secretary of State. Recognizing the likelihood the repeal goes forward and that it poses a real threat to the funding provided by SB 1, the Governor has personally engaged stakeholders and requested their support for the upcoming campaign.

Bills of Interest

SCA 6 (Wiener) – Lower Vote Threshold for Local Transportation Taxes (Two-Year Bill)

The California Constitution subjects the imposition of a special tax by a city, county, or special district upon the approval of two-thirds of the voters. This measure would lower that threshold to 55 percent of voters for taxes for transportation purposes. ***The C/CAG Board SUPPORTS this bill.***

SB 827 (Wiener) – Planning and Zoning Near Transit

The Planning and Zoning Law requires, when a housing development is proposed within the jurisdiction of a local government, that the city, county, or city and county provide the developer with a density

bonus to produce low income housing. This bill would authorize a transit-rich housing project to receive a transit-rich housing bonus. The bill would define a transit-rich housing project as a residential development project within a half-mile of a major transit stop or a quarter-mile of a high-quality transit corridor. The bill would exempt a project from various requirements, including maximum controls on residential density or floor area ratio, minimum automobile parking requirements, design standards that restrict the applicant's ability to construct the maximum number of units consistent with any applicable building code, and maximum height limitations. ***The C/CAG Board OPPOSES this bill as written.***

SB 828 (Wiener)

This bill would make a number of changes to the way the Department of Housing and Community Development (HCD) assesses housing needs throughout California and would require HCD to do a one-time unmet needs assessment for every region and add those numbers to the forecasted allocations for the next RHNA cycle. This bill would establish methodologies that acknowledge the particular need for moderate and above-moderate income housing in areas where housing prices are increasing at a rate far faster than wages and authorize HCD to challenge inequitable allocations between comparable jurisdictions. This bill would require HCD to rollover deficits from one cycle to the next if a city has not met their RHNA. Finally, the bill would require local agencies to zone for 200% of their housing obligation (versus not 100%). ***Please see the attached fact sheet.***

SB 961 (Allen) Second Neighborhood Infill Finance and Transit Improvements Act

This bill would enact the Second Neighborhood Infill Finance and Transit Improvements Act and would authorize a city or county to use tax increment financing through (as part of an enhanced infrastructure financing district) to issue bonds for housing, as well as station development for transit, urban forestry, decoupled parking, access to transit, and other infrastructure for residential communities, including water infrastructure or waste water infrastructure that captures rainwater or urban runoff. The bonds would not require voter approval, but the area to be financed must be within one-half mile of a rail transit station or within 300 feet of a transit rich boulevard served by bus rapid transit or high-frequency bus service.

AB 1405 (Mullin) – Digital Billboards

This bill would authorize a comprehensive development lease agreement between the Department of Transportation (Caltrans) and the private sector for a new digital sign network to provide real-time information for enhanced statewide emergency and traveler communications and provide revenues to the State Highway Account by allowing paid advertisements to appear on the digital signs.

AB 1759 (McCarty) – Road Maintenance and Rehabilitation Account Funding

The Planning and Zoning Law requires a city or county to adopt a general plan for land use development within its boundaries that includes a housing element and report on the progress of the established goals. This bill would require HCD to review the reports annually and beginning in the 2022–23 fiscal year and require cities and counties to be certified in the prior fiscal year by HCD to remain eligible for an apportionment of SB 1 RMRA funds.

AB 1905 (Grayson) – CEQA Judicial Review for Transportation Projects

The California Environmental Quality Act (CEQA) requires a lead agency to prepare and certify an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have that effect. CEQA establishes a procedure by which a person may seek judicial review of an agency's decision. This bill would prohibit a court from stalling a transportation project under judicial review pursuant to CEQA if the project is included in a sustainable communities strategy and for which an environmental impact report has been certified.

AB 3059 (Bloom) Congestion Pricing

This bill would authorize two congestion pricing demonstration projects in northern California and two in southern California. The bill would define “congestion pricing” to mean the assessment of a charge on motor vehicles using local streets and roads in a participating jurisdiction.

Proposition 69 / ACA 5 (Frazier and Newman) – Protecting Transportation Revenues, Revising Appropriations Limit

This measure would add to the list of transportation-related revenues protected from legislative diversion by Article XIX those taxes and fees raised in SB 1 (Beall & Frazier). The measure also protects certain transit funds that were increased in the Gas Tax Swap of 2010-11. Article XIII B of the California Constitution prohibits the total annual appropriations subject to limitation of the state and each local government from exceeding the appropriations limit of the entity of the government for the prior year, as adjusted; this measure would also exclude appropriations of certain revenues associated with the Road Repair and Accountability Act of 2017 from the appropriations subject to constitutional limitation.

The C/CAG Board SUPPORTS Proposition 69.

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

April 13, 2018

The Honorable Jim Beall
Chair, Senate Transportation and Housing Committee
State Capitol, Room 2209
Sacramento, CA 95814

RE: SB 827 (Wiener) Planning and Zoning - OPPOSE

Dear Chair Beall:

Unfortunately, the City/County Association of Governments of San Mateo County (C/CAG) must write to you in **OPPOSITION** to SB 827 (Wiener), which would preempt local zoning decisions for housing projects within one-half mile radius of a major transit stop or one-quarter mile radius of a transit stop on a high-quality transit corridor to accommodate buildings that are taller and denser.

Removing the ability for local agencies to make local housing decisions and authorizing developers to construct multi-family, multi-story building anywhere transit runs at 15-minute headways without regard to local general or regional plans and their public engagement process may result in unintended consequences of increasing community opposition to transit and transit expansions and promote a distrust of state government.

This “one size fits all” approach to addressing California’s housing shortage may work in communities with established up zoning and vast, integrated transit systems, but it does not fit in all communities. C/CAG believes that local city planners working with local transit agencies are better suited to identify where development and transit routes can benefit a community over the long term.

The legislature addressed housing and increased densities last year with several bills that provided funding and other measures designed to increase infill development, allowing local governments to set new zoning plans themselves. This is a more collaborative approach, and should be given time to play out.

For the reasons stated above, we must respectfully oppose SB 827. Please feel free to contact Sandy Wong, C/CAG’s Executive Director, at 650-599-1409 or slwong@smcgov.org with any questions or concerns.

Sincerely,

Maryann Moise Derwin, Chair
City/County Association of Governments of San Mateo County

Cc: The Honorable Scott Wiener, California State Senate
Members, Senate Transportation and Housing Committee

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Review and approval of the appointment of Carol Ford to the C/CAG Airport Land Use Committee (ALUC) to fill the vacant Aviation Representative seat.

(For further information or questions, contact Susy Kalkin at 650-599-1467)

RECOMMENDATION

That the C/CAG Board review and approve the appointment of Carol Ford to the C/CAG Airport Land Use Committee (ALUC) to fill the vacant Aviation Representative seat.

FISCAL IMPACT

None.

SOURCE OF FUNDS

N/A

BACKGROUND

The Airport Land Use Committee consists of 13 members representing the cities (10 members), the County of San Mateo (1 member) and the Aviation Community (2 members). Due to the resignation of Adam Kelly from the ALUC in early February there is presently a vacancy for an Aviation Representative.

C/CAG staff sent a letter out at the end of February to the San Carlos Airport Association, the Half Moon Bay Airport Pilots Association, SFO Planning, the California Pilots Association and the San Mateo County Airports Division, advertising the vacancy and requesting qualified applicants. At the application deadline, March 30, 2018, one letter of interest was received, from Carol Ford.

Ms. Ford, who lives in Redwood Shores, would bring a wealth of experience to the positions. She is a certificated private pilot, and serves as the president of both the San Carlos Airport Association and the California Pilots Association. In addition, she has for many years served as an alternate aviation representative on the ALUC. In addition, Ms. Ford has wide experience in airport land use planning, having participated as a committee member in the drafting of the most recent California Airport Land Use Planning Handbook.

ATTACHMENTS

1. ALUC Roster
2. Interest letter from Carol Ford

**C/CAG AIRPORT LAND USE COMMITTEE (ALUC)
Membership Roster 2018**

Chair: Ricardo Ortiz, Council Member, City of Burlingame
Vice-Chair: Ron Collins, Council Member, City of San Carlos
Staff Support: Susy Kalkin & Sara Muse, C/CAG

Member	Representative	Alternate
City of Brisbane	Terry O'Connell	Madison Davis
City of Burlingame	Ricardo Ortiz	Michael Brownrigg
City of Daly City	Glenn R. Sylvester	Vacant
City of Foster City	Herb Perez	Vacant
City of Half Moon Bay	Harvey Rarback	Adam Eisen
City of Millbrae	Ann Oliva	Ann Schneider
City of Redwood City	Shelly Masur	Vacant
City of San Bruno	Laura Davis	Rico Medina
City of San Carlos	Ron Collins	Cameron Johnson
County of San Mateo and Aviation Representative	Warren Slocum	Vacant
City of South San Francisco	Liza Normandy	Richard Garbarino
Aviation Representative	Vacant	Carol Ford*
Half Moon Bay Airport Pilots Association	David Williams*	Brian Branscomb*

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

** Quorum = 7

**Carol Ford
360 Bowsprit Drive
Redwood Shores, CA 94065
650 591-8308**

March 29, 2018

Ms. Susy Kalkin
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City CA 94063

Dear Ms. Kalkin,

I would like to formally apply for the position of Aviation Representative on the ALUC and also to serve on the SFO Airport/Community Roundtable.

As you are aware, for approximately 18 years I have been the alternate for these positions, serving while Rich Newman and later, Adam Kelly were the representatives.

I am a certificated private pilot. I live in Redwood Shores under the flight pattern of the San Carlos Airport. For a period easily exceeding 25 years, I have been on the Board of Directors of the San Carlos Airport Association and have served as President for nearly the entire period. I also hold the position of President of the California Pilots Association.

I have had the opportunity to speak before other ALUCs on the importance of land use planning in those jurisdictions. I was on the California Airport Land Use Planning Handbook Committee for the most recent update in 2011 and have testified before committees of the California State Legislature many times on issues of importance to the aviation community.

I believe that these qualifications make me a very good choice to serve in these capacities. I recognize the important function served by the ALUC and why experience in these matters is essential to create a productive member. I also understand the value and purpose of the SFO Airport/Community Roundtable. I am generally available to attend these meetings.

Cordially,



Carol Ford

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Initial draft, assumptions, and input on the C/CAG Fiscal Year 2018-19 Program Budget and Member Fees.

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

RECOMMENDATION

That the C/CAG Board of Directors review the initial draft, assumptions, and input on the C/CAG Fiscal Year 2018-19 Program Budget and Member Fees.

FISCAL IMPACT

In accordance with the proposed C/CAG 2018-19 Program Budget.

SOURCE OF FUNDS

Funding sources for C/CAG include member assessments, cost reimbursement from partners, grants, regional - State - Federal transportation and other funds, property tax/fee, Department of Motor Vehicle fees, State - Federal earmarks, and interest.

BACKGROUND

Each year, the C/CAG Board reviews the draft annual budget and member fees in the month of May and approves the final in June. However, since the annual retreat has been scheduled for the month of May, staff has determined to present the draft annual budget and member fees in the month of April.

For fiscal year 2018-19, it is proposed that the total member fee be the same as that in FY 2017-18. However, individual jurisdiction member's portion would vary due to the updated population data.

For budgeting purposes, the draft fee for each individual member agency was sent to City/County Managers on March 6, 2018. Approval of the final C/CAG Fiscal Year 2018-19 budget and fees will be submitted to C/CAG Board on June 14, 2018.

ATTACHMENTS

- 1.) Proposed C/CAG Member Fee for Fiscal Year 2018-19.
- 2.) FY 2017-18 C/CAG Projected Statement of Revenues, Expenditures, and Changes in Fund Balance.
- 3.) FY 2018-19 C/CAG Projected Statement of Revenues, Expenditures, and Changes in Fund Balance.
- 4.) Entire Draft Budget Book is provided under separate cover, available on-line at:
<http://ccag.ca.gov/committees/board-of-directors/>

i. .

C/CAG Member Fees Fiscal Year 2018-19

C/CAG Member FEE FY 2018-2019						CONGESTION RELIEF PROGRAM (CRP) ASSESSMENT FY 2018-2019			
Agency	% Population (as of 1/1/17)	General Fund Fee	Gas Tax Fee	Total Fee		Agency	Population	% of Trip Generation	Congestion Relief
Atherton	0.928%	\$2,558	\$3,809	\$6,368		Atherton	0.928%	0.89%	\$16,829
Belmont	3.583%	\$9,876	\$14,705	\$24,581		Belmont	3.583%	3.08%	\$61,645
Brisbane	0.613%	\$1,690	\$2,516	\$4,206		Brisbane	0.613%	0.77%	\$12,797
Burlingame	3.914%	\$10,790	\$16,066	\$26,856		Burlingame	3.914%	5.49%	\$86,999
Colma	0.196%	\$539	\$803	\$1,342		Colma	0.196%	0.83%	\$9,530
Daly City	14.189%	\$39,113	\$58,241	\$97,354		Daly City	14.189%	10.15%	\$225,131
East Palo Alto	3.939%	\$10,859	\$16,169	\$27,027		East Palo Alto	3.939%	2.16%	\$56,398
Foster City	4.314%	\$11,891	\$17,706	\$29,597		Foster City	4.314%	3.99%	\$76,821
Half Moon Bay	1.635%	\$4,506	\$6,710	\$11,216		Half Moon Bay	1.635%	1.77%	\$31,475
Hillsborough	1.526%	\$4,206	\$6,263	\$10,470		Hillsborough	1.526%	1.08%	\$24,132
Menlo Park	4.631%	\$12,766	\$19,009	\$31,775		Menlo Park	4.631%	5.43%	\$93,047
Millbrae	3.008%	\$8,292	\$12,347	\$20,638		Millbrae	3.008%	2.91%	\$54,737
Pacifica	4.950%	\$13,644	\$20,317	\$33,961		Pacifica	4.950%	4.07%	\$83,397
Portola Valley	0.611%	\$1,685	\$2,508	\$4,193		Portola Valley	0.611%	0.58%	\$11,060
Redwood City	11.114%	\$30,636	\$45,618	\$76,254		Redwood City	11.114%	12.62%	\$219,536
San Bruno	5.881%	\$16,211	\$24,138	\$40,349		San Bruno	5.881%	5.80%	\$108,088
San Carlos	3.806%	\$10,490	\$15,620	\$26,111		San Carlos	3.806%	4.19%	\$73,955
San Mateo	13.428%	\$37,016	\$55,117	\$92,133		San Mateo	13.428%	15.47%	\$267,320
South San Francisco	8.498%	\$23,425	\$34,880	\$58,304		South San Francisco	8.498%	8.72%	\$159,296
Woodside	0.736%	\$2,028	\$3,019	\$5,047		Woodside	0.736%	0.77%	\$13,925
San Mateo County	8.500%	\$23,431	\$34,890	\$58,321		San Mateo County	8.500%	9.22%	\$163,882
TOTAL	100	\$275,651	\$410,452	\$686,104		TOTAL	100.000%	100.0%	\$1,850,000
NOTES:						1- Total CRP (countywide total) is the same as prior years at \$1,850,000.			
1. C/CAG member fees are comprised of two portions: General Fund and Gas Tax.						However, individual agency fees have changed based on annual update of population.			
2. For FY 2018-19, C/CAG member fees for General Fund portion is proposed to stay the same as FYs 16-17 & 17-18 (\$275,651). For FY 2018-19 C/CAG member fee For the Gas Tax portion is proposed to stay the same as FYs 16-17 & 17-18 (\$410,452).						2- 50% based on trips generated from jurisdiction, 50% based on population.			
3. Individual jurisdiction's share is based on new population data from Department of Finance, 1/1/2017, as adopted by C/CAG Board.									

C/CAG Member Fees
Fiscal Year 2018-19

NPDES Member Fee - FOR INFORMATION ONLY				
Agency	NPDES Basic (1)	NPDES Based on FY 14-15	TOTAL	
Brisbane	\$0	\$8,388	\$8,388	
Colma	\$0	\$3,051	\$3,051	
San Mateo	\$0	\$90,760	\$90,760	
Woodside	\$8,598	\$7,871	\$16,469	
1. NPDES assessments shown above are for INFORMATION ONLY.				
2- Agencies not listed are collected by the Flood Control District.				
3- Basic fees for Brisbane, Colma, San Mateo are collected by the Flood Control District.				
4. NPDES assessments are based on total parcels in each jurisdiction.				

C/CAG PROJECTED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE											
FY 2017-18											
	Administrative	Transportation	SMCRP	Smart	LGP Energy	TFCA	NPDES	AVA	DMV Fee (\$4)	Measure M	Total
	Program	Programs	Program	Corridor	Watch				Program	(DMV Fee \$10)	
	(General Fund)										
BEGINNING BALANCE	380,478	2,609,538	5,051,553	441,915	298,510	1,017,134	1,254,797	0	2,936,752	7,780,342	21,771,019
PROJECTED REVENUES											
Interest Earnings	2,064	18,409	44,981	0	650	10,226	12,000	0	24,057	70,000	182,387
Member Contribution	275,651	410,452	1,850,000	0	0	0	129,518	0	0	0	2,665,621
Cost Reimbursements-SFIA	0	0	0	0	0	0	0	0	0	0	0
MTC/ Federal Funding	0	794,446	0	0	0	0	0	0	0	207,747	1,002,193
Grants	0	0	0	0	444,000	0	0	0	0	0	444,000
DMV Fee	0	0	0	0	0	1,079,043	0	0	1,452	7,090,000	8,170,495
NPDES Fee	0	0	0	0	0	0	1,411,277	0	0	0	1,411,277
TA Cost Share	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous/ SFIA	0	0	0	0	0	0	0	0	0	0	0
Street Repair Funding	0	0	0	0	0	0	0	0	0	0	0
PPM-STIP	0	414,014	0	0	0	0	0	0	0	0	414,014
Assessment	0	0	0	0	0	0	0	0	0	0	0
TLSP	0	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0	0
Total Revenues	277,715	1,637,321	1,894,981	0	444,650	1,089,269	1,552,795	0	25,509	7,367,747	14,289,987
TOTAL SOURCES OF FUNDS	658,193	4,246,859	6,946,534	441,915	743,160	2,106,403	2,807,592	0	2,962,261	15,148,089	36,061,006
PROJECTED EXPENDITURES											
Administration Services	74,163	124,587	54,382	46,421	23,562	4,792	25,567	0	2,609	36,550	392,634
Professional Services	194,763	812,415	35,452	0	244,248	39,168	304,320	0	32,612	114,479	1,777,458
Consulting Services	11,769	356,843	426,700	357,000	223,661	584,000	1,714,022	0	200,000	948,701	4,822,696
Supplies	2,019	500	0	0	0	0	0	0	0	0	2,519
Prof. Dues & Memberships	750	0	0	0	0	0	43,948	0	0	0	44,698
Conferences & Meetings	9,909	2,000	0	0	0	0	5,000	0	0	60	16,969
Printing/ Postage	12,902	0	0	0	0	0	2,000	0	0	0	14,902
Publications	0	1,812	0	0	0	0	0	0	0	0	1,812
Distributions	0	0	910,000	0	50,000	872,860	2,000	0	296,000	4,987,773	7,118,633
OPEB Trust	25,000	0	0	0	0	0	0	0	0	0	25,000
Miscellaneous	500	0	0	0	0	0	500	0	0	0	1,000
Bank Fee	3,426	0	0	0	0	0	0	0	0	0	3,426
Audit Services	19,400	0	0	0	0	0	0	0	2,500	2,500	24,400
Project Management	0	0	0	0	0	0	0	0	0	0	0
Total Expenditures	354,601	1,298,158	1,426,533	403,421	541,471	1,500,820	2,097,357	0	533,721	6,090,063	14,246,147
TRANSFERS											
Transfers In	0	0	0	100,000	100,000	0	0	0	0	0	200,000
Transfers Out	0	0	200,000	0	0	0	0	0	0	0	200,000
Administrative Allocation	(207,401)	104,777	10,045	0	29,947	4,916	36,889	0	3,939	16,888	0
Total Transfers	(207,401)	104,777	210,045	(100,000)	(70,053)	4,916	36,889	0	3,939	16,888	0
NET CHANGE	130,514	234,386	258,403	(303,421)	(26,768)	(416,467)	(581,451)	0	(512,151)	1,260,796	43,840
TRANSFER TO RESERVES	3,346	218,137	20,000	0	0	0	-80,903	0	-50000	-	110,580
TOTAL USE OF FUNDS	150,547	1,621,072	1,656,578	303,421	471,418	1,505,736	2,053,343	0	487,660	6,106,951	14,356,727
ENDING FUND BALANCE	507,646	2,625,787	5,289,956	138,494	271,742	600,667	754,249	0	2,474,601	9,041,138	21,704,279
RESERVE FUND											
Beginning Reserve Balance	40,000	400,000	120,000	0	0	0	120,000	0	0	120,000	800,000
Reserve Transfers In	0	0	0	0	0	0	0	0	0	0	0
Reserve Transfers Out	0	0	0	0	0	0	0	0	0	0	0
Ending Reserve Balance	40,000	400,000	120,000	0	0	0	120,000	0	0	120,000	800,000

Note: 1- Beginning/ Ending Reserve Fund Balance is not included in Beginning/ Ending Fund Balance
2- See individual fund summaries and fiscal year comments for details on Miscellaneous expenses.
3- SMCRP - San Mateo Congestion Relief Program; TFCA - Transportation Fund For Clean Air; NPDES - National Pollutant Discharge Elimination System; Abatement.
AVA - Abandoned Vehicle Abatement; DMV - Department of Motor Vehicles.

04/04/18 C/CAG PROGRAM BUDGET: REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE										
										FY 2018-19
	Administrative Program (General Fund)	Transportation Programs	SMCRP Program	Smart Corridor	LGP Energy Watch	TFCA	NPDES	DMV Fee (\$4) Program	Measure M (DMV Fee \$10)	Total
BEGINNING BALANCE	507,646	2,625,787	5,289,956	138,494	271,742	600,667	754,249	2,474,601	9,041,138	21,704,279
PROJECTED REVENUES										
Interest Earnings	2,000	16,000	40,000	0	700	10,000	12,000	24,000	71,208	175,908
Member Contribution	275,651	410,452	1,850,000	0	0	0	133,823	0	0	2,669,926
Cost Reimbursements-SFIA	0	0	0	0	0	0	0	0	0	0
MTC/ Federal Funding	0	800,000	0	0	0	0	0	0	520,000	1,320,000
Grants	0	0	0	0	833,000	0	0	0	0	833,000
DMV Fee	0	0	0	0	0	1,141,094	0	0	7,000,000	8,141,094
NPDES Fee	0	0	0	0	0	0	1,434,776	0	0	1,434,776
TA Cost Share	0	0	0	0	0	0	0	0	0	0
Miscellaneous/ SFIA	0	0	0	0	0	0	0	0	0	0
Street Repair Funding	0	0	0	0	0	0	0	0	0	0
PPM-STIP	0	338,000	0	840,000	0	0	0	0	0	1,178,000
Assessment	0	0	0	0	0	0	0	0	0	0
TLSP	0	0	0	0	0	0	0	0	0	0
	0	0	0	0	0	0	0	0	0	0
Total Revenues	277,651	1,564,452	1,890,000	840,000	833,700	1,151,094	1,580,599	24,000	7,591,208	15,752,704
TOTAL SOURCES OF FUNDS	785,297	4,190,239	7,179,956	978,494	1,105,442	1,751,761	2,334,848	2,498,601	16,632,346	37,456,983
PROJECTED EXPENDITURES										
Administration Services	79,000	145,000	55,000	50,000	25,000	5,000	40,000	0	40,000	439,000
Professional Services	225,000	1,010,000	50,000	0	274,000	51,094	317,331	2,500	120,000	2,049,925
Consulting Services	40,000	452,988	527,500	1,052,000	270,500	575,000	1,173,300	150,000	1,927,204	6,168,492
Supplies	4,000	2,000	0	0	0	0	0	0	0	6,000
Prof. Dues & Memberships	1,750	1,000	0	0	0	0	44,068	0	0	46,818
Conferences & Meetings	12,500	5,000	1,000	0	0	0	5,500	0	0	24,000
Printing/ Postage	15,000	6,000	0	0	0	0	0	0	0	21,000
Publications	4,000	3,000	0	0	0	0	0	0	0	7,000
Distributions	0	0	1,010,000	240,000	400,000	791,430	5,000	1,100,000	5,515,976	9,062,406
OPEB Trust	25,000	0	0	0	0	0	0	0	0	25,000
Miscellaneous	5,500	1,000	1,000	0	0	0	1,000	0	0	8,500
Bank Fee	3,500	0	0	0	0	0	0	0	0	3,500
Audit Services	22,500	0	0	0	0	0	0	2,500	2,500	27,500
Project Management	0	0	0	0	0	0	0	0	0	0
Total Expenditures	437,750	1,625,988	1,644,500	1,342,000	969,500	1,422,524	1,586,199	1,255,000	7,605,680	17,889,141
TRANSFERS										
Transfers In	0	0	0	500,000	100,000	0	0	0	0	600,000
Transfers Out	0	0	300,000	0	0	0	0	0	300,000	600,000
Administrative Allocation	-235,374	127,338	11,576	0	32,965	6,184	39,396	276	17,640	1
Total Transfers	-235,374	127,338	311,576	-500,000	-67,035	6,184	39,396	276	317,640	1
NET CHANGE	75,275	-188,874	-66,076	-2,000	-68,765	-277,614	-44,996	-1,231,276	-332,112	-2,136,438
TRANSFER TO RESERVES										
		0	0	0	0	0	0	0	0	0
TOTAL USE OF FUNDS	202,376	1,753,326	1,956,076	842,000	902,465	1,428,708	1,625,595	1,255,276	7,923,320	17,889,142
ENDING FUND BALANCE	582,921	2,436,913	5,223,879	136,494	202,977	323,053	709,253	1,243,325	8,709,026	19,567,841
Restricted Fund Balance	0	2,436,913	5,223,879	136,494	202,977	323,053	709,253	1,243,325	8,709,026	18,984,920
RESERVE FUND										
Beginning Reserve Balance	40,000	400,000	120,000	0	0	0	120,000	0	120,000	800,000
Reserve Transfers In	0	0	0	0	0	0	0	0	0	0
Reserve Transfers Out	0	0	0	0	0	0	0	0	0	0
Ending Reserve Balance	40,000	400,000	120,000	0	0	0	120,000	0	120,000	800,000
Note: 1- Beginning/ Ending Reserve Fund Balance is not included in Beginning/ Ending Fund Balance.										
2- See individual fund summaries and fiscal year comments for details on Miscellaneous expenses.										
3- SMCRP - San Mateo Congestion Relief Program; TFCA - Transportation Fund For Clean Air; NPDES - National Pollutant Discharge Elimination System; Abatement.										
AVA - Abandoned Vehicle Abatement; DMV - Department of Motor Vehicles.										

C/CAG AGENDA REPORT

Date: April 12, 2018

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

From: Sandy Wong, Executive Director

Subject: Receive an update on the “*Floods, Droughts, Rising Seas, Oh My!*” *Challenges and Opportunities for Water Management in San Mateo County* summit.

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

RECOMMENDATION

That the C/CAG Board receive an update on the “*Floods, Droughts, Rising Seas, Oh My!*” *Challenges and Opportunities for Water Management in San Mateo County* summit.

FISCAL IMPACT

The event cost is estimated at \$10,000, to be jointly funded by the County of San Mateo and C/CAG.

SOURCE OF FUNDS

C/CAG funds will come from the General Fund.

BACKGROUND

C/CAG and the County of San Mateo jointly held a “water summit” on March 30 to educate attendees regarding various water-related issues in San Mateo County, elevate the importance of inter-agency collaboration on achieving integrated, multi-benefit solutions, and engage elected officials, local agency staffs, regulatory agencies, non-governmental and community stakeholders, and the general public on water management issues such as flooding, stormwater quality, rising sea level, groundwater management, coastside water challenges, and finance and governance.

C/CAG Chair Aguirre and Supervisor Pine welcomed all the attendees. The event included opening remarks by Senator Jerry Hill and Assemblymember Kevin Mullin, a keynote presentation by Grant Davis, General Manager for the Sonoma County Water Agency (former Director of California Department of Water Resources), expert panels on challenges for water management and opportunities for collaboration on governance and funding, a breakout poster session highlighting more than 25 key water projects happening throughout the county, and a closing video address by Congresswoman Jackie Speier. Over 375 people registered to attend the event.

Staff and C/CAG Board members that attended the event will have an opportunity to provide verbal reports on the event.

ATTACHMENTS

None.

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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

March 16, 2018

Alex McIntyre, City Manager
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

**RE: Funding Allocation for Local Share under Measure M (\$10 Vehicle Registration Fee) –
Fiscal Year 2017/18 (1st half)**

Dear Alex,

C/CAG is pleased to notify you that funding under the Measure M (\$10 Vehicle Registration Fee) for the 1st half of FY 2017/18 is now available for distribution. Your jurisdiction is eligible to submit a request for reimbursement for work performed during the period from July 1, 2017 to December 31, 2017.

Under Measure M, which was approved by the San Mateo County voters in November 2010, C/CAG collects \$10 per vehicle registered in the County, for a period of 25 years, beginning in May 2011. Fifty percent (50%) of the net revenues is allocated to the local jurisdictions for local streets and roads projects.

Projects eligible for reimbursement are shown in **Attachment A**. The FY 2017/18 (1st half) funds available for each jurisdiction in addition to remaining balance from prior years, as applicable, are shown in **Attachment B**. Jurisdictions have the flexibility to spend the funds between the Traffic Congestion Management or Stormwater Pollution Prevention projects or on any combination.

A Status Report/Request for Reimbursement form is included for your use (**Attachment C**). Funds are provided on a reimbursement basis only; therefore, documentation must be included with the forms indicating that funds have already been expended. Please submit your reimbursement request to C/CAG by May 31, 2018.

Jurisdictions have the option to wait until the 2nd half of FY 2017/18 and submit one reimbursement request for the full fiscal year. The second half allocation will be available in September 2018.

If you would like an electronic copy of the reporting form or if you have further questions, please contact John Hoang at 650-363-4105 or email to jhoang@smcgov.org

Sincerely,


Sandy Wong
Executive Director

Cc: Public Works Director

Attachment