

# C/CAG

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

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

### BOARD MEETING NOTICE

Meeting No. 222

- DATE:** Thursday, March 11, 2010
- TIME:** **6:30 P.M. Board Meeting**
- PLACE:** San Mateo County Transit District Office  
1250 San Carlos Avenue, Second Floor Auditorium  
San Carlos, CA
- PARKING:** Available adjacent to and behind building.  
Please note the underground parking garage is no longer open.
- PUBLIC TRANSIT:** SamTrans Bus: Lines 261, 295, 297, 390, 391, 397, PX, KX.  
CalTrain: San Carlos Station.  
Trip Planner: <http://transit.511.org>

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- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PLEDGE OF ALLEGIANCE
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA  
*Note: Public comment is limited to two minutes per speaker.*
- 4.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS
- 4.1 PRESENTATIONS
- 5.0 CONSENT AGENDA

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

- 5.1 Approval of the Minutes of Regular Business Meeting No. 221 dated February 11, 2010.

ACTION p. 1

5.2 Approval of Resolution 10-12 authorizing the adoption of the Fiscal Year 2010/2011 Expenditure Plan for the Transportation Fund for Clean Air (TFCA) Program for San Mateo County. ACTION p. 7

5.3 Approval of Resolution 10-08 authorizing the C/CAG Chair to execute a Funding Agreement with the Metropolitan Transportation Commission (MTC) for an amount not to exceed \$60,000 for Community Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with MTC. ACTION p. 13

5.4 Approval of Resolution 10-09 authorizing the C/CAG Chair to execute a Funding Agreement with SamTrans for an amount not to exceed \$170,000 for Community Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with SamTrans. ACTION p. 29

5.5 Approval of appointment to the Congestion Management Program Technical Advisory Committee. ACTION p. 45

*NOTE: All items on the Consent Agenda are approved/accepted by a majority vote. A request must be made at the beginning of the meeting to move any item from the Consent Agenda to the Regular Agenda.*

## 6.0 REGULAR AGENDA

6.1 Approval of C/CAG Legislative priorities, positions and Legislative update. (A position may be taken on any legislation, including legislation not previously identified.) INFORMATION p. 49

6.2 Review and approval of the Smart Corridor Quarterly Update and contracts with the City of San Mateo and Caltrans.

6.2.1 Quarterly update on the implementation of the San Mateo County Smart Corridor project. INFORMATION p. 63

6.2.2 Review and approval of Resolution 10-11 authorizing the C/CAG Chair to execute amendment No. 1 to the funding agreement between City/County Association of Governments (C/CAG) and City of San Mateo for Design and Construction of Smart Corridor Demonstration Project for an additional amount of \$1,000,000, to a new total of \$2,600,000. ACTION p. 65

6.2.3 Approval of Resolution 10-10 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the Construction phase of Project 3 of the San Mateo County Smart Corridors project, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with Caltrans. ACTION p. 71

6.3 Approval of Resolution 10-13 authorizing the C/CAG Chair to execute an agreement with Hythane for the San Francisco International Airport (SFIA) Hydrogen Station for a maximum amount of \$200,000 consistent with prior Board action. ACTION p. 93

- 6.4 Election of a C/CAG Chairperson and two C/CAG Vice Chairpersons. ACTION p. 125
- 7.0 COMMITTEE REPORTS
- 7.1 Committee Reports (oral reports).
- 7.2 Chairperson's Report.
- 8.0 EXECUTIVE DIRECTOR'S REPORT
- 9.0 COMMUNICATIONS - Information Only
- Copies of communications are included for C/CAG Board Members and Alternates only. To request a copy of the communications, contact Nancy Blair at 650 5991406 or [nblair@co.sanmateo.ca.us](mailto:nblair@co.sanmateo.ca.us) or download a copy from C/CAG's website – [www.ccag.ca.gov](http://www.ccag.ca.gov).
- 9.1 Letter from Richard Napier, Executive Director C/CAG, to Ms. Suna Mullins, Senior Grants Analyst, San Mateo County Transit District, dated 2/11/10. RE: C/CAG's interest in addressing mobility management and congestion relief in San Mateo County. p. 133
- 9.2 Letter from Richard Napier, Executive Director C/CAG, to Honorable Jackie Speier, U.S. House of Representatives, dated 2/11/10. RE: SamTrans Base Energy Efficient Lighting Program, FY2011 Appropriations Request \$600,000. p. 135
- 9.3 Letter from Richard Napier, Executive Director C/CAG, to Honorable Barbara Boxer, United States Senate, dated 2/11/10. RE: San Mateo County Transit District FY 2011 Appropriations Request, The Grand Boulevard Initiative - \$1,000,000. p. 137
- 9.4 Letter from Richard Napier, Executive Director C/CAG, to Honorable Anna Eshoo, U.S. House of Representatives, dated 2/17/10. RE: San Mateo County Transit District Fuel Efficient Non-Revenue Vehicle Replacement - FY 2011 Appropriation Request – Support. p. 139
- 9.5 Letter from Thomas M. Kasten, C/CAG Chairperson, to Honorable Darrell Steinberg, Senate President Pro Tem, dated 3/1/10. RE: Request to be C/CAG's keynote speaker at C/CAG's April 2010 retreat. p. 141
- 10.0 ADJOURN

Next scheduled meeting: April 8, 2010 Regular Board Meeting.

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

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

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

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

*Executive Director: Richard Napier 650 599-1420    Administrative Assistant: Nancy Blair 650 599-1406*

## FUTURE MEETINGS

February 11, 2010	Legislative Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - 5:30 p.m.
February 11, 2010	C/CAG Board - SamTrans 2 <sup>nd</sup> Floor Auditorium - 6:30 p.m.
February 16, 2010	NPDES Technical Advisory Committee - to be determined - 10:00 a.m.
February 18, 2010	CMP Technical Advisory Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - 1:15 p.m.
February 18, 2010	Resource Management and Climate Protection Committee (RMCP)
February 22, 2010	CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
February 25, 2010	Bicycle and Pedestrian Advisory Committee (BPAC) - San Mateo City Hall - Conference Room C - 7:00 p.m.
March 1, 2010	Administrators' Advisory Committee - 555 County Center, 5 <sup>th</sup> Fl, Redwood City – Noon`

# C/CAG

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

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Meeting No. 221  
February 11, 2010

### 1.0 CALL TO ORDER/ROLL CALL

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

Jerry Carlson - Atherton  
Christine Wozniak - Belmont  
Terry Nagel - Burlingame  
Joseph Silva - Colma  
Carlos Romero - East Palo Alto  
Linda Koelling - Foster City  
Naomi Patridge - Half Moon Bay  
Tom Kasten - Hillsborough  
Kelly Fergusson - Menlo Park (6:40)  
Paul Seto - Millbrae  
Julie Lancelle - Pacifica (6:44)  
Maryann Moise Derwin - Portola Valley  
Rosanne Foust - Redwood City, San Mateo County Transportation Authority  
Irene O'Connell - San Bruno  
Bob Grassilli - San Carlos  
Brandt Grotte - San Mateo (6:48)  
Carole Groom - San Mateo County  
Kevin Mullin - South San Francisco  
Deborah Gordon - Woodside

#### Absent:

Brisbane  
Daly City

#### Others:

Richard Napier, Executive Director - C/CAG  
Nancy Blair, C/CAG Staff  
Sandy Wong, Deputy Director - C/CAG  
Lee Thompson, C/CAG - Legal Counsel  
Tom Madalena, C/CAG Staff  
John Hoang, C/CAG Staff  
Jean Higaki, C/CAG Staff  
Joe Kott, C/CAG Staff  
Matt Fabry, C/CAG Staff

Onnalee Trapp, CMAQ Committee, League of Women Voters of San Mateo County  
Jerry Grace, San Lorenzo, CA

4.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS

4.1 PRESENTATIONS

4.1.1 Proclamation – Belmont – to C/CAG Staff.

Proclamation from the City of Belmont

5.0 CONSENT AGENDA

Board Member Gordon MOVED approval of Consent Items 5.1, 5.2, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, and 5.10. Board Member O'Connell SECONDED. **MOTION CARRIED** 19-0.

5.1 Approval of the Minutes of Regular Business Meeting No. 220 dated January 14, 2010. APPROVED

5.2 Approval of revised date for the November Board meeting. APPROVED

5.4 Review and approval of AB 1546 Fund Financial Statements (Audit) for the Year Ended June 30, 2009. APPROVED

5.5 Review and approval of Abandoned Vehicle Abatement Fund Financial Statements (Audit) for the Year Ended June 30, 2009. APPROVED

5.6 Review and approval of Resolution 10-03 authorizing the C/CAG Chair to execute the Interagency Agreement between the Metropolitan Transportation Commission (MTC) and C/CAG for Transportation Planning, Programming, and Transportation/Land Use Coordination for FY 2009/10, FY 2010/11, and FY 2011/12, in the amount of \$1,786,000. APPROVED

5.7 Review and approval of Resolution 10-05 authorizing the C/CAG Chair to execute a funding agreement between C/CAG and the City of East Palo Alto for Traffic Improvement Projects on University Avenue and East Bayshore Road in the amount of \$347,500. APPROVED

5.8 Review and approval of Resolution 10-04 of the Board of Directors of the City/County Association of Governments of San Mateo County authorizing the C/CAG Chair to execute a contract between the City/County Association of Governments (C/CAG) and AECOM Technical Services, Inc. for computer traffic simulation and forecast modeling services for a maximum amount of \$48,280. APPROVED

5.9 Review and approval of Resolution 10-06 authorizing the C/CAG Chair to execute an amendment to the technical consultant contract with Eisenberg, Olivieri, and Associates, Inc., in an amount not to exceed \$109,500 for addressing new requirements under the Municipal Regional Permit in support of the Countywide Water Pollution Prevention Program. APPROVED

- 5.10 Review and approval of the C/CAG Administrative Assistant salary structure and review process. APPROVED

Item 5.3 was removed from the Consent Calendar.

- 5.3 Review and approval of the C/CAG Basic Financial Statements (Audit) for the Year Ended June 30, 2009. APPROVED

Staff was directed to rephrase a sentence in the report.

Board Member Seto **MOVED** approval of Item 5.2. Board Member Koelling **SECONDED**. **MOTION CARRIED** 19-0.

## 6.0 REGULAR AGENDA

- 6.1 Approval of C/CAG Legislative priorities, positions and Legislative update.  
(A position may be taken on any legislation, including legislation not previously identified.)  
INFORMATION

Chair Kasten, Board Member Grassilli, Board Member Gordon, and C/CAG's Executive Director went to Sacramento and met individually with the five San Mateo delegates to discuss the swap between the sales tax and the excise tax and what it does to transit and the cities and County.

- 6.1.1 Approval of C/CAG Legislative Priorities for 2010. APPROVED

Staff provided an update on the 2010 priorities and answered questions. Board Members suggested the following changes:

- 1- Change 7.3 to read ".....approved by **the local** voters."
- 2- Change 8.1 to read "Support **public and** local government....."

Member Koelling **MOVED** approval of the C/CAG Legislative Priorities for 2010 with the corrections as stated. Board Member Fergusson **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.2 Nominations for C/CAG Chair and Vice Chair (2) for the March Election of Officers. APPROVED

Nominations for Chair was opened.

Board Member Nagel nominated Tom Kasten for C/CAG Chair.

Board Member Patridge **MOVED** to close nominations. Board Member Nagel **SECONDED**. **MOTION CARRIED** unanimously 19-0.

Nominations for Vice Chairs was opened.

Board Member Patridge **MOVED** to nominate Bob Grassilli as Vice Chair.

Board Member Grotte **MOVED** to nominate Carole Groom as Vice Chair.

Board Member O'Connell **MOVED** to close nominations. Board Member Gordon **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.3 Approval of funding allocation for Local Streets & Roads (LS&R) by combining Federal Cycle 1 and Stimulus II funds (if Stimulus II is available); and approval of funding allocation for LS&R by combining Federal Cycles 1 & 2 funds (if Stimulus II is not available). **APPROVED**

Board Member Nagel **MOVED** to approve Item 6.3. Board Member Wozniak **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.4 Review and approval of a Call for Projects process for Cycle 1 Federal Transportation funding for the Transportation for Livable Communities (TLC) Program. **APPROVED**

Board Member O'Connell **MOVED** to approve Item 6.4. Board Member Koelling **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.5 Review and approval of a Call for Projects process for Cycle 1 Federal Transportation funding for the Regional Bicycle Program (RBP). **APPROVED**

Board Member Foust **MOVED** to approve Item 6.5. Board Member O'Connell **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.6 Approval of the proposed approach for implementing the Safe Routes to School (SR2S) Program for San Mateo County. **APPROVED**

Board Member Fergusson **MOVED** to approve Item 6.6. Board Member Gordon **SECONDED**. **MOTION CARRIED** unanimously 19-0.

- 6.7 Review and approval of the currently approved C/CAG Procurement Policy. **ACTION**

Staff was directed to draft changes to the procurement policy and bring it back to the Board at a future meeting.

No action was taken.

- 6.8 Review and approval of the C/CAG Executive Director Performance Objectives for FY09-10. **APPROVED**

The Executive Director was asked to make specific changes to the Performance Objectives.

Board Member Gordon **MOVED** to approve the Performance Objectives as amended. Board Member O'Connell **SECONDED**. **MOTION CARRIED** unanimously 19-0.



## 7.0 COMMITTEE REPORTS

### 7.1 Committee Reports (oral reports).

On behalf of the League of California Cities, Board Member Koelling thanked everyone for allowing their group, the S.O.S. (Save Our Services) Singers to go to the different cities to get the word out. This group can be seen on Youtube video.

### 7.2 Chairperson's Report.

It was suggested the Executive Director eliminate his monthly activity report.

It was requested the Finance Department add details to the monthly check register report.

## 8.0 EXECUTIVE DIRECTOR'S REPORT

Thanks was given to Chair Kasten, and Board Members Grassilli and Gordon for participating in the trip to Sacramento to meet with the Legislators regarding Prop 32.

Disappointing news, due to no available fuel, the decision was made to cancel the Hydrogen Shuttle and return it to Ford.

## 9.0 COMMUNICATIONS - Information Only

Copies of communications are included for C/CAG Board Members and Alternates only. To request a copy of the communications, contact Nancy Blair at 650 5991406 or [nblair@co.sanmateo.ca.us](mailto:nblair@co.sanmateo.ca.us) or download a copy from C/CAG's website – [www.ccag.ca.gov](http://www.ccag.ca.gov).

9.1 Letter from Richard Napier, Executive Director C/CAG, to James Porter, Director, Department of Public Works, County of San Mateo, dated 1/26/10. Re: Request for Funding Assistance for C/CAG Airport Land Use Compatibility Activities in the Environs of San Mateo County Airports (San Carlos and Half Moon Bay Airports).

9.2 Letter from Richard Napier, Executive Director C/CAG, to Honorable Dianne Feinstein, United States Senate, dated 2/4/10. C/CAG supports the San Mateo County Transportation Authority FY 2011 Appropriations Request, San Bruno Grade Separation - \$1 million.

9.3 Letter from Richard Napier, Executive Director C/CAG, to Ms. Terry Bowen, Gray Bowen and Company, Inc., dated 2/3/10. RE: Thank you – City of Belmont Bicycle Pedestrian Bridge Project.

## 10.0 ADJOURN

The meeting adjourned at 8:17 p.m.



# C/CAG AGENDA REPORT

**Date:** March 11, 2010

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

**From:** Richard Napier

**Subject:** Approval of Resolution 10-12 authorizing the adoption of the Fiscal Year 2010/2011 Expenditure Plan for the Transportation Fund for Clean Air (TFCA) Program for San Mateo County

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

## RECOMMENDATION

That the C/CAG Board approve Resolution 10-12 authorizing the adoption of the Fiscal Year 2010/2011 Expenditure Plan for the Transportation Fund for Clean Air (TFCA) Program for San Mateo County.

## FISCAL IMPACT

The allocation of TFCA funds for Fiscal Year 2010/2011 is expected to be approximately \$1,004,153 of which \$47,153 (approx. 5%) will be allocated to administration. It is recommended that the remaining funds (\$957,000) be distributed based on the policies adopted in past years by C/CAG with modifications detailed in the discussion section. The following table shows how the funds would be distributed based on these policies. The funding provided in these categories for the past three years is also shown.

<i>CATEGORY</i>		<i>2007/2008</i>	<i>2008/2009</i>	<i>2009/2010</i>	<i>2010/2011</i>
Employer Based Shuttle Projects	SamTrans	\$576,000	\$636,000	\$570,000	\$536,000
County-wide Voluntary Trip Reduction Program (Peninsula Traffic Congestion Relief Alliance)		\$453,000	\$500,000	\$449,000	\$421,000
Administration		\$49,099	\$57,400	\$51,722	\$47,153
Totals		\$1,078,099	\$1,193,400	\$1,070,722	\$1,004,153

ITEM 5.2

## **SOURCE OF FUNDS**

The Bay Area Air Quality Management District (BAAQMD) is authorized under Health and Safety code Section 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) funds and are used to implement projects to reduce air pollution from motor vehicles. Health and Safety Code Section 44241(d) stipulates that forty percent (40%) of funds generated within a county where the fee is in effect shall be allocated by the BAAQMD to one or more public agencies designated to receive the funds, and for San Mateo County, C/CAG has been designated as the overall Program Manager to receive the funds.

## **BACKGROUND/DISCUSSION**

As the Program Manager for the TFCA funds, C/CAG has allocated these funds to fund projects in San Mateo County operated by SamTrans and the Peninsula Traffic Congestion Relief Alliance (Alliance) for the last three fiscal years. For nine of the last twelve years the C/CAG Board has allocated the funds for the SamTrans and City of Menlo Park Shuttle Bus Programs and the Alliance County-wide Voluntary Trip Reduction Program. It is recommended that the same methodology be used for the FY 2010/2011 TFCA Program allocation with the exception of the Menlo Park Shuttle Program. The 4% in TFCA funds that had been allocated to Menlo Park in the past has been directed to the Alliance for the FY 2010/2011 Expenditure Plan recommendation. Menlo Park now receives their shuttle funding from C/CAG through the Local Transportation Services Program (Shuttle Program). As a result, \$38,000 would be subtracted from the \$550,000 that was budgeted for the Alliance from the Congestion Relief Program for Fiscal Year 2010/2011.

- It is recommended that the SamTrans Shuttle Program receive an allocation of \$536,000 for its current shuttle program and maintain the existing cost sharing formula with SamTrans contributing approximately 14% of the cost of these shuttles and the remaining 62% through employer contributions. This funding recommendation shall be contingent upon SamTrans submitting an acceptable work plan for use of the funds.
- It is recommended that Peninsula Traffic Congestion Relief Alliance receive an allocation of \$421,000 in TFCA funds and receive \$512,000 from the Congestion Relief Plan for a total allocation of \$933,000 for its County-wide Voluntary Trip Reduction Program. The funds allocated for the Alliance are subject to the submission of an acceptable work plan for use of the funds.

The following are the C/CAG Board policies that will continue to be in effect for the Fiscal Year 2010/2011 Program.

### Overall Policies:

- Cost Effectiveness, as defined by the Bay Area Air Quality Management District (BAAQMD), will be used as initial screening criteria for all projects. Projects must show a cost effectiveness of less than \$90,000 per ton of reduced emissions based upon the TFCA funds allocated in order to be considered.

Shuttle Projects:

- Shuttle projects are defined as the provision of local feeder bus or shuttle service to rail and ferry stations and airports.
- All shuttles must be timed to meet the rail or ferry lines being served.
- C/CAG encourages the use of electric and other clean fuel vehicles for shuttles.
- Beginning with the 2003-04 TFCA funding cycle, all vehicles used in any shuttle/feeder bus service must meet the applicable California Air Resources Board (CARB) particulate matter standards for public transit fleets. This requirement has been made by the BAAQMD and is applicable to the projects funded by the Congestion Management Agencies.

If the recommendations are accepted, the following is a summary of the C/CAG TFCA Program for Fiscal Year 2010/2011:

<b>Project</b>	<b>Recommendations</b>
Administration	\$47,153
SamTrans	\$536,000
Peninsula Traffic Congestion Relief Alliance	\$421,000
Total funds obligated	\$1,004,153
Total funds anticipated	\$1,004,153
Balance	\$0

**ATTACHMENTS**

- Resolution 10-12



## **RESOLUTION 10-12**

### **A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE ADOPTION OF THE FISCAL YEAR 2010/2011 EXPENDITURE PLAN FOR THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM FOR SAN MATEO COUNTY**

**WHEREAS**, the City/County Association of Governments has been designated the Transportation Fund for Clean Air (TFCA) Program Manager for San Mateo County; and,

**WHEREAS**, the Board of Directors of the City/County Association of Governments has approved certain projects and programs for funding through San Mateo County's 40 percent local share of Transportation Fund for Clean Air (TFCA) revenues; and,

**WHEREAS**, the Bay Area Air Quality Management District has estimated the Fiscal Year 2010/2011 TFCA funding for San Mateo County to be \$1,007,271; and,

**WHEREAS**, the City/County Association of Governments will act as the Program Manager for \$957,000 of TFCA funded projects; and,

**WHEREAS**, the projects included in this expenditure plan are the most appropriate and cost-effective strategies currently available within the County for reducing motor vehicle emissions. All proposed expenditures will be consistent with the *Clean Air Plan* and Section 44241(b) of the California Health and Safety Code; and

**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 Staff is authorized to submit the Fiscal Year 2010/2011 Expenditure Plan for the San Mateo County TFCA Program to the Bay Area Air Quality Management District.

**PASSED, APPROVED, AND ADOPTED THIS 11<sup>th</sup> DAY OF MARCH 2010.**

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*Thomas M. Kasten, C/CAG Chair*

RESOLUTION 10-12

RESOLUTION 10-12

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RESOLUTION 10-12



# C/CAG AGENDA REPORT

**Date:** March 11, 2010  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Approval of Resolution 10-08 authorizing the C/CAG Chair to execute a Funding Agreement with the Metropolitan Transportation Commission (MTC) for an amount not to exceed \$60,000 for Community Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with MTC.

(For further information contact Jean Higaki at 599-1562)

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## **RECOMMENDATION**

That the C/CAG Board approve of Resolution 10-08 authorizing the C/CAG Chair to execute a Funding Agreement with the Metropolitan Transportation Commission (MTC) for an amount not to exceed \$60,000 for Community Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with MTC.

## **FISCAL IMPACT**

C/CAG will receive \$60,000 from MTC.

## **SOURCE OF FUNDS**

Per the attached agreement, the MTC Community Based Transportation Planning (CBTP) Program will provide \$60,000 in funds to prepare a CBTP.

## **BACKGROUND/DISCUSSION**

In 2001, the Metropolitan Transportation Commission (MTC) implemented the Community Based Transportation Planning (CBTP) Program to look at transportation needs in economically disadvantaged communities (residents earning \$25,000 or less/year). MTC identified several "Communities of Concern" within San Mateo County, in parts of Daly City, South San Francisco / San Bruno, North San Mateo, and East Palo Alto / North Fair Oaks.

MTC developed a region wide planning document but delegated County level planning efforts to the Congestion Management Agency (C/CAG) and the local transit operator (SamTrans). The objectives of the County level CBTP are to utilize community outreach to identify, assess, and develop strategies to bridge gaps in the transportation needs of these disadvantaged communities. The CBTP is a planning tool, also designed to influence funding decisions of the MTC Lifeline Transportation Program with the objectives to fund strategies developed in the CBTPs.

C/CAG functions as a Regional Transportation Planning agency and is qualified to accept \$60,000 in planning funds from MTC towards the development of a County level CBTP for the South San Francisco/ San Bruno communities of concern.

In October 2009, the California Department of Transportation (Caltrans) awarded C/CAG and SamTrans \$96,507 for a planning grant of which \$19,790 (sub-recipient) will go towards this CBTP effort. This Caltrans planning grant funding is presented in further detail under a separate agenda item.

C/CAG will, in turn, fund SamTrans, for their extensive outreach and planning efforts. C/CAG will use SamTrans to prepare the CBTPs, based upon their successful development of two previous CBTPs and their key role in bridging transit gaps identified by the CBTP process. To date SamTrans has completed CBTPs for Daly City, and East Palo Alto. SamTrans is also currently developing a CBTP for North San Mateo.

Funding for this program will be provided through MTC contingent upon approval of final deliverables listed in the MTC agreement.

### ATTACHMENTS

- Resolution 10-08
- Attachment Funding Agreement Between MTC and C/CAG

**RESOLUTION 10-08**

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**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 FUNDING AGREEMENT WITH THE METROPOLITAN TRANSPORTATION COMMISSION (MTC) FOR AN AMOUNT NOT TO EXCEED \$60,000 FOR COMMUNITY BASED TRANSPORTATION PLANNING SERVICES, AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE MINOR CHANGES TO SAID AGREEMENT UPON CONSULTATION WITH MTC**

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

**WHEREAS**, the Metropolitan Transportation Commission (MTC) has implemented the Community Based Transportation Planning Program to identify transportation needs in economically disadvantaged communities, and

**WHEREAS**, the Metropolitan Transportation Commission recognizes the need to consider this at the County level and wishes to involve the Congestion Management Agency (C/CAG), and

**WHEREAS**, C/CAG and MTC wish to work with the City of South San Francisco and the City of San Bruno, to develop a Community Based Transportation Plan for the City of South San Francisco/ City of San Bruno; and

**WHEREAS**, MTC will provide \$60,000 to C/CAG to prepare a Community Based Transportation Planning project as per the attached agreement.

**NOW, THEREFORE, BE IT RESOLVED** that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute an agreement with the Metropolitan Transportation Commission for an amount not to exceed \$60,000 for Community-Based Transportation Planning Services, and further authorizes the Executive Director to make minor changes to said agreement upon consultation with MTC. The final agreement will be reviewed and approved by C/CAG Legal Counsel as to form.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MARCH 2010.**

\_\_\_\_\_  
*Thomas M. Kasten, C/CAG Chair*



**FUNDING AGREEMENT**  
**BETWEEN METROPOLITAN TRANSPORTATION COMMISSION**  
**AND THE CITY COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO**  
**FOR PLANNING ASSISTANCE FOR COMMUNITY-BASED TRANSPORTATION**  
**PLANNING**

THIS AGREEMENT is made and entered into as of the 2<sup>nd</sup> day of XXXX 2010, by and between the Metropolitan Transportation Commission (herein called "MTC"), a regional transportation planning agency established pursuant to California Government Code § 66500 *et seq.*, and the City/County Association of Governments of San Mateo (herein called "RECIPIENT").

**WITNESSETH**

WHEREAS, MTC has adopted Resolution No. 3440 to establish program guidelines to implement a Community-Based Transportation Planning Program (CBTP); and

WHEREAS, CBTP program guidelines serve as a blueprint for CBTP implementation; and

WHEREAS, MTC will complete plans in all remaining communities identified in the program guidelines; and

WHEREAS, RECIPIENT has agreed to participate in the CBTP program by creating a Community-Based Transportation Plan for San Bruno/South San Francisco ("the Project"); and

WHEREAS, MTC has agreed to provide funding for this planning effort with State Transit Assistance (STA) Regional Discretionary funds, and has programmed STA funds in FY 2007-2008 to fund this program;

NOW, THEREFORE, the parties hereto agree as follows:

1. SCOPE OF WORK

RECIPIENT agrees to perform, or engage a consultant to perform, the Project activities described in Attachment A, Scope of Work, attached hereto and incorporated herein by this reference as though set forth in full. RECIPIENT agrees, in addition, to provide all necessary staff support to deliver the activities in Attachment A.

2. TIME OF PERFORMANCE

The activities funded by this Agreement shall commence on or after January 1, 2010 and RECIPIENT shall complete them by October 31, 2011, unless earlier terminated as hereinafter provided.

3. FUNDING AND METHOD OF PAYMENT

A. MTC agrees to provide RECIPIENT up to sixty thousand dollars (\$60,000) from STA funds for the purpose of funding the Project described in Attachment A.

B. Payment to RECIPIENT shall be due upon acceptance of the project deliverables and/or milestones detailed in Attachment A, as set out in Attachment B, Project Budget and Schedule.

C. Payment shall be made within thirty (30) days after receipt by MTC of an acceptable invoice, which shall be subject to the review and approval of MTC's Project Manager. RECIPIENT shall deliver or mail invoice to MTC, as follows:

Accounting Department  
Metropolitan Transportation Commission  
Joseph P. Bort MetroCenter  
101 -- 8th Street  
Oakland, CA 94607-4700

D. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total compensation to be paid under this Agreement exceed the sum of sixty thousand dollars (\$60,000).

4. AMENDMENTS

Any changes in the activities to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by the MTC Executive Director or a designated representative and RECIPIENT. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. TERMINATION

MTC may terminate this Agreement without cause upon ten (10) days prior written notice. If MTC terminates this Agreement without cause, RECIPIENT will be entitled to

payment for costs incurred for incomplete deliverables, up to the maximum amount payable for each deliverable. If RECIPIENT fails to perform as specified in this Agreement, MTC may terminate this Agreement for cause by written notice and RECIPIENT will be entitled only to costs incurred for work product acceptable to MTC, not to exceed the maximum amount payable under this Agreement for such work product.

6. RECORDS AND AUDITS

RECIPIENT shall retain all documents, working papers, records, accounts and other materials relating to its performance under this Agreement for four years following the fiscal year of the last expenditure under this Agreement, and MTC and its authorized representatives may inspect and audit such records during that period of time.

7. MEETINGS

RECIPIENT agrees to invite MTC to participate in all meetings held in connection with this project, including public meetings and project stakeholder meetings.

8. IDENTIFICATION OF DOCUMENTS

RECIPIENT will ensure that all documents related to the project including meeting notices and reports state that the project is funded by the Metropolitan Transportation Commission.

9. NOTICES

Except for invoices submitted by CONSULTANT pursuant to Article 3, all notices or other communications to either party by the other shall be deemed given when made in writing and delivered, mailed, emailed, or faxed to such party at their respective addresses as follows:

To MTC:

Attention: Jennifer Yeamans  
Metropolitan Transportation Commission  
101 Eighth Street  
Oakland, CA 94607-4700  
Email: [jyeamans@mtc.ca.gov](mailto:jyeamans@mtc.ca.gov)  
Fax: (510) 817-5848

To RECIPIENT

Attention: Jean Higaki  
City/County Association of Governments of San Mateo  
555 County Center, 5th Floor  
Redwood City CA, 94063-1665  
Email: [jhigaki@co.sanmateo.ca.us](mailto:jhigaki@co.sanmateo.ca.us)  
Fax: (650) 361-8227

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first written above.

METROPOLITAN TRANSPORTATION  
COMMISSION

SONOMA COUNTY  
TRANSPORTATION AUTHORITY

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Steve Heminger, Executive Director

Richard Napier, Executive Director

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## ATTACHMENT A SCOPE OF WORK

### BACKGROUND

The goal of MTC's Community-Based Planning Program is to advance the findings of two reports completed for the 2001 Regional Transportation Plan (RTP) update. The Lifeline Transportation Network Report (Lifeline) identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area, and recommended community-based transportation planning as a first step to address them. Likewise, the Environmental Justice Report for the 2001 RTP also identified the need for MTC to support local planning efforts in low-income communities throughout the region. To initiate the program, MTC adopted Community-based Transportation Planning (CBTP) program guidelines in 2002 to serve as a blueprint for implementation. MTC allocated funding to complete an initial twenty-five plans in low income communities throughout the region as indicated in the program guidelines. In April 2008, MTC authorized funding to complete an additional eighteen CBTPs, including a plan for the South San Francisco/San Bruno community of concern.

The CBTP program is a collaborative process involving residents of low-income and minority communities, community based organizations that provide services within these communities, transit operators, county Congestion Management Agencies (CMAs) and MTC. Each planning process involves a significant community outreach component to engage the direct participation of residents. The outcome of the planning process is a community-based transportation plan that includes locally-identified transportation needs, as well as solutions to address them. Solutions may include expanding fixed-route transit, or other transportation services such as shuttles, bicycle options, or auto-oriented alternatives. In some cases, new capital improvements such as bus stops, benches, shelters or other enhanced amenities may be identified. Funding opportunities are explored to support the solutions, and an outline for an action plan to implement them is developed.

Following the completion of the plans, results are forwarded to applicable transit agencies, CMAs, MTC or other relevant boards for consideration in future planning, funding and implementation discussions or proposals such as countywide expenditure plans, etc.

RECIPIENT shall perform the following Project activities:

#### **Task 1: Project Budget and Schedule**

RECIPIENT may engage a consultant or consultant team for all or part of the tasks associated with the project. RECIPIENT shall submit a final project budget and schedule to MTC for its approval.

**Deliverable #1:** Final Project Budget and Schedule

**Task 2 – Initiate Collaborative Planning Process**

Create a Resource List of community-based organizations (CBO's) and other agencies and organizations that represent the interests of San Bruno and South San Francisco and request the two city councils to appoint a Stakeholder Committee.

Establish a technical advisory committee with representation from C/CAG, SamTrans, City of San Bruno, City of South San Francisco, the County Humans Services Agency and Department of Public Health, and MTC to 1) review and finalize work products prior to presentation to the stakeholders and 2) monitor the schedule and completion of tasks and work products.

**Deliverable #2:** Memorandum summarizing Stakeholder Committee and TAC membership and CBO Resource List.

**Task 3: Summarize transportation gaps in the South San Francisco/San Bruno area**

Review and confirm boundaries of the study area and develop an Existing Conditions Report that includes: a description of the project area; residential demographics; information related to the existing transportation network; and information regarding recent or proposed economic or housing development in the area. Summarize the transportation gaps identified in the Lifeline Report, as well as other relevant plans that identify transportation gaps in the project area.

**Deliverable #3:** Memorandum describing 1) the project area (demographics, existing transportation network and approved, proposed or planned development), and 2) transportation gaps from the Lifeline Transportation Network Report and other relevant plans covering the project area. A map of the project area will be included with the Memorandum.

**Task 4: Establish community outreach strategy**

**Task 4.1: Establish Community Outreach Strategy**

Based on the transportation gaps identified in Task 3, meet with Stakeholder Committee and TAC to confirm outreach objectives and determine appropriate outreach strategies to effectively obtain input from and engage community members. Recommended strategies include but are not limited to: hosting project-specific public meetings and workshops, attending regularly scheduled CBO meetings to present project information and solicit feedback, attending public events based in the neighborhoods, conducting focus groups and interviews, distributing surveys, and establishing project-related telephone hotlines/websites. Develop schedule to execute outreach strategies.

**Deliverable #4:** Memorandum detailing any additional CBOs to be consulted during the outreach process not previously identified in Task 2, outreach strategies and measures to determine participation (i.e. number of meetings held, number of attendees, number of returned surveys, etc.), and a timeline for outreach execution and completion.

**Task 5: Conduct community outreach to prioritize community-identified transportation gaps. Propose solutions to close gaps.**

Execute community outreach campaign utilizing strategies approved in Task 4.

Administer the needs survey in English, Spanish and Chinese to all households in the project area, also requesting residents to participate in Transportation Solutions Workshops.

Hold two Transportation Solutions Workshops. Staff from SamTrans, C/CAG, the Department of Health, the Human Services Agency and other agencies will participate as resource experts representing transportation providers, funding, and planning and agencies that serve low income populations. Participants will reflect differences in age, mobility, and transportation needs.

Workshops will last approximately four hours and include lunch and a \$100 stipend for attendees. Workshop facilitators will first review prior recommendations to address transportation needs and then engage participants in a discussion of existing transportation gaps and creative solutions. The participants will then be split into working groups to develop the solutions, using the public agency staff as resources. The anticipated outcome of the workshops will be a list of transportation needs and viable transportation solutions and funding scenarios. The solutions will include a description of the project or program, benefits, implementation steps, necessary partners and potential funding sources.

Conduct other agreed upon outreach.

**Deliverable #5:** Memorandum summarizing 1) outreach process (strategies, level of community participation); 2) list of community-prioritized gaps; and 3) description of proposed solutions for filling the gaps. Provide a list containing names and mailing addresses of both CBOs and residents that participated in the outreach process for use in future transportation-related outreach efforts.

**Task 6: Evaluate feasibility of implementing proposed solutions and recommend implementation strategies**

In conjunction with the TAC, establish criteria for evaluating the feasibility of proposed solutions (i.e. cost effectiveness, potential funding availability, reasonableness of implementation schedule, etc.). Evaluate the implementation feasibility of the proposed viable solutions including cost estimates, lead agency, potential funding sources, timelines, etc., and include any operational, institutional or funding constraints (both public and private resources) that need to be addressed to ensure successful implementation.

**Deliverable #6:** Memorandum summarizing the feasibility of each proposed solution based on agreed-upon criteria. Documentation of recommended implementation strategies based on these factors.

**Task 7: Prepare Draft San Bruno/South San Francisco Community-based Transportation Plan**

Prepare draft report comprising final Community-based Transportation Plan.

The draft final report will consolidate all technical memorandums and maps into one draft final report. Comments received on technical memorandums and draft reports will be incorporated. The draft final Community-Based Transportation Plan will contain the following elements:

- Summary description of project area, including geography, demographics, and maps from the Existing Conditions Report

- Summary of the community outreach process including all CBO's and outreach strategies involved as well as the outreach results (i.e. number/type of events, attendance, number of returned surveys, etc.)
- List of community-prioritized transportation gaps
- List of feasible, community-supported solutions to close gaps
- Assessment of operation, institutional and funding constraints needed to be addressed
- Cost estimate for each proposed solution
- Outline for implementation action plan, including agency responsibilities
- List of potential public and private funding sources to support solution implementation

The draft final report will be circulated to the TAC, all stakeholders, and all other interested parties for review.

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**Deliverable #7:** Draft Final SB/SFF Community-Based Transportation Plan

**Task 8: Disseminate Final Community-based Transportation Plan Results**

The SB/SSF CBTP will be finalized by incorporating the final comments and suggestions received regarding the draft plan. Present the results of the final community-based transportation plan to stakeholders, transit agencies, the C/CAG Board, and others up to a maximum of seven presentations.

**Deliverable #8:** One unbound original and electronic copy of the final report will be provided to MTC.

**Attachment B  
 Project Budget and Schedule**

Task #	Task Description	Task Deliverable/ Milestone	Estimated Completion Date	Amount
1	Project Budget & Schedule	Final Project Budget & Schedule	April 15, 2010	\$0
2	Initiate Collaborative Planning Process	Memorandum summarizing Stakeholder Committee and TAC membership and CBO Resource List.	May 31, 2010	\$3,000
3	Summarize Transportation Gaps in the South San Francisco/ San Bruno	Memo describing 1) project area, and 2) transportation gaps in Lifeline and other plans. Memo shall include map.	August 31, 2010	\$12,000
4	Establish Community Outreach Strategy	Memo detailing additional CBOs consulted, outreach strategies and measures and timeline for outreach execution and completion.	September 30, 2010	\$4,000
5	Conduct Community Outreach to Prioritize Community Identified Transportation Gaps. Propose Solutions to Close Gaps	Memo summarizing 1) outreach process, 2) list of community prioritized gaps, and 3) description of proposed solutions for filling gaps. Memo shall include list containing names and mailing addresses of both CBOs and residents that participated in the outreach process	December 31, 2010	\$25,000
6	Evaluate Feasibility of Implementing Proposed Solutions and Recommend Implementation Strategies	Memo summarizing the feasibility of proposed solution based on agreed upon criteria. Documentation of recommended implementation strategies.	February 28, 2011	\$5,000
7	Prepare Draft Community Based Transportation Plan	Draft report containing all required elements.	March 31, 2011	\$6,000
8	Disseminate Final Community Based Transportation Plan Results	Dissemination of results of CBTP. (1 unbound and 1 electronic copy to MTC.)	May 31, 2011	\$5,000
Total				\$60,000

Articles

Volume 100, Number 1, February 2005

**CONTRACT APPROVAL SHEET**

AGENCY:		MTC		
NAME OF CONTRACTOR/CONSULTANT:		City/County Association of Governments of San Mateo		
PROJECT TITLE:	San Bruno/South San Francisco CBTP			
	Amount	Approval by ED or Committee (specify)	Committee Approval Date <small>Attach most recent Committee memo</small>	Funding Source/ Coding/Budget Item
Original contract	\$60,000	Admin	April 2008	STA
Amend #1				
Amend #2 etc. add #s				
Amend #3 etc. add #s				
WORK ITEM #:		Sole Source: Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		
FISCAL YEARS:		If yes, attach sole source justification reviewed by OGC & signed by mgr.		

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**REVIEW LIST**

**Project Manager:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
                                 Type Name

**Section Director:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
                                 Type Name

**Contract Administration:** Denise Rodrigues<sup>1</sup> \_\_\_\_\_ **Date:** \_\_\_\_\_

**IT Review:** Teri Green<sup>2</sup>/Valerie Campbell<sup>3</sup> \_\_\_\_\_ **Date:** \_\_\_\_\_

**Office of the General Counsel:** Melanie J. Morgan/Cynthia Segal \_\_\_\_\_ **Date:** \_\_\_\_\_

**Deputy Executive Director:** Andrew Fremier<sup>4</sup> \_\_\_\_\_ **Date:** \_\_\_\_\_

**Deputy Executive Director:** Ann Flemer<sup>5</sup> \_\_\_\_\_ **Date:** \_\_\_\_\_

**Finance Section:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
                                 Brian Mayhew

*Return to Contract Administration*

<sup>1</sup> Includes DBE review for all federally-funded contracts.  
<sup>2</sup> IT review for information technology projects affecting MTC's network and computers.  
<sup>3</sup> IT review for information technology projects affecting BATA's network and computers.  
<sup>4</sup> Reviews all procurements and contracts from HOA, BOO, and TCI, plus BATA-funded work.  
<sup>5</sup> Reviews all contracts from all sections.

CONTACT WITH THE

DATE

NAME

1. [Faint text]

2. [Faint text]

3. [Faint text]

[Faint text]



# C/CAG AGENDA REPORT

**Date:** March 11, 2010  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Approval of Resolution 10-09 authorizing the C/CAG Chair to execute a Funding Agreement with SamTrans for an amount not to exceed \$170,000 for Community Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with SamTrans.

(For further information contact Jean Higaki at 599-1562)

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## **RECOMMENDATION**

That the C/CAG Board approve Resolution 10-09 authorizing the C/CAG Chair to execute a Funding Agreement with the San Mateo County Transit District (SamTrans) for an amount not to exceed \$170,000 for Community-Based Transportation Planning Services, and further authorizing the Executive Director to make minor changes to said agreements upon consultation with SamTrans.

## **FISCAL IMPACT**

Up to \$15,000 will come from C/CAG Transportation Fund, which is included in the fiscal year 09/10 Budget.

## **SOURCE OF FUNDS**

Per attached agreements, the MTC Community Based Transportation Planning (CBTP) Program will provide \$60,000 in funds. \$96,507 will come from a Caltrans Environmental Justice planning grant award. C/CAG will provide up to \$15,000 in Local match from Congestion Relief Funds.

## **BACKGROUND/DISCUSSION**

### **About Community Based Transportation Plans (CBTP)**

In 2001, the Metropolitan Transportation Commission (MTC) implemented the Community Based Transportation Planning (CBTP) Program to look at transportation needs in economically

ITEM 5.4

disadvantaged communities (residents earning \$25,000 or less/year). MTC identified several "Communities of Concern" within San Mateo County, in parts of Daly City, South San Francisco / San Bruno, North San Mateo, and East Palo Alto / North Fair Oaks.

MTC has delegated the County level planning effort to the Congestion Management Agency (C/CAG) and the local transit operator (SamTrans). The results of these planning efforts identify transportation needs and ties into the Lifeline Transportation Program, which is designed to fund those identified needs.

#### CBTP Development Using Caltrans and MTC funds

In March 12, 2009, the C/CAG Board approved Resolution 09-20 authorizing the submittal of an application, acceptance of an allocation of funds, and execution of a grant agreement with the California Department of Transportation (Caltrans), for an Environmental Justice; Context Sensitive Planning grant and up to \$25,000 in local match. The grant was set up to promote community involvement in planning; to improve transportation mobility, access, and safety, while promoting economic opportunity, equity, environmental protection, and affordable housing for low-income, minority, and Native American communities.

C/CAG and SamTrans applied for a project that included two planning documents. One plan, the "Countywide Transportation Plan for Low Income Populations," would address transportation needs for low-income populations countywide. The other plan, the "Community Based Transportation Plan for South San Francisco and San Bruno," would address the transportation needs of an MTC identified "community of concern."

In October 2009, Caltrans awarded C/CAG and SamTrans \$96,507 (sub-recipient) for this Planning effort. In addition, C/CAG functions as a Regional Transportation Planning agency and is qualified to accept \$60,000 in planning funds from MTC towards the South San Francisco/San Bruno CBTP plan. C/CAG will, in turn, fund SamTrans, for their extensive outreach and planning efforts, but may require up to \$15,000 in additional "local match" funds.

C/CAG intends to have SamTrans, prepare the CBTP, based upon their successful development of two previous CBTPs and their key role in bridging transit gaps identified by the CBTP process. To date SamTrans has completed CBTPs for Daly City, and East Palo Alto. SamTrans is currently developing a CBTP for North San Mateo.

Funding for this project will be provided upon approval of the deliverables listed in the MTC agreement and Caltrans agreements. The final agreement will be reviewed and approved by Legal Counsel as to form.

#### ATTACHMENTS

- Resolution 10-09
- Attachment Funding Agreement Between SamTrans and C/CAG

**RESOLUTION 10-09**

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**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 FUNDING AGREEMENT WITH SAMTRANS FOR AN AMOUNT NOT TO EXCEED \$170,000 FOR COMMUNITY-BASED TRANSPORTATION PLANNING SERVICES, AND FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO MAKE MINOR CHANGES TO SAID AGREEMENT UPON CONSULTATION WITH SAMTRANS**

\*\*\*\*\*

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

**WHEREAS**, the Metropolitan Transportation Commission has implemented the Community Based Transportation Planning Program to look at transportation needs in economically disadvantaged communities, and

**WHEREAS**, the Metropolitan Transportation Commission recognizes the need to consider this at the County level and wishes to involve the Congestion Management Agency (C/CAG) and the local transit operator (SamTrans), and

**WHEREAS**, the Metropolitan Transportation Commission will contribute up to \$60,000 to C/CAG for development of Community Based Transportation Plan for the City of South San Francisco/ City of San Bruno; and,

**WHEREAS**, the Board of Directors of the City/County Association of Governments and SamTrans are successful parties to a \$96,507 Environmental Justice; Context Sensitive Planning grant for two community involved transportation planning documents for the City of South San Francisco/ City of San Bruno, and a Countywide Transportation Plan for Low Income Populations; and,

**WHEREAS**, C/CAG and SamTrans wishes to work with the City of South San Francisco, the City of San Bruno to develop a Community Based Transportation Plan, and with the cities and other agencies within San Mateo County to develop a Countywide Transportation Plan for Low Income Populations; and,

**WHEREAS**, SamTrans will provide the primary services for the Community Based Transportation Planning efforts, and

**WHEREAS**, C/CAG will support SamTrans in this effort, and

**WHEREAS**, C/CAG wishes to contract with SamTrans for services to develop two planning documents for the economically disadvantaged communities within the County,

**NOW, THEREFORE, BE IT RESOLVED** that the Chair of the Board of Directors of C/CAG is hereby authorized and directed to execute an agreement with the San Mateo County Transit District for an amount not to exceed \$170,000 for Community-Based Transportation Planning Services, and further authorizes the Executive Director to make minor changes to said agreement upon consultation with SamTrans. The final agreement will be reviewed and approved by C/CAG Legal Counsel as to form.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MARCH 2010.**

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*Thomas M. Kasten, C/CAG Chair*

**FUNDING AGREEMENT BETWEEN  
SAN MATEO COUNTY TRANSIT DISTRICT AND  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
FOR COMMUNITY BASED TRANSPORTATION PLANNING SERVICES  
(Countywide Transportation Plan for Low Income Populations and Community-Based  
Transportation Plan for South San Francisco and San Bruno)**

THIS AGREEMENT is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the San Mateo County Transit District (SamTrans), a public agency and the City/ Association of Governments (C/CAG), a public joint powers agency.

**WITNESSETH**

WHEREAS, the Metropolitan Transportation Commission (MTC) has implemented a Community Based Transportation Planning Program to look at transportation needs in economically disadvantaged communities, and

WHEREAS, MTC recognizes the need to consider this at the County level and wishes to involve the Congestion Management Agency (C/CAG) and the local transit operator (SamTrans), and

WHEREAS, the California Department of Transportation (Caltrans) is committed to promoting economic opportunity for low income and minority community through the Environmental Justice: Context Sensitive Planning Program, and

WHEREAS, C/CAG and SamTrans wish to work with the City of South San Francisco and the City of San Bruno, to develop a Community Based Transportation Plan and with the cities and other agencies within San Mateo County to develop a Countywide Transportation Plan for Low Income Populations; and

WHEREAS, SamTrans will provide the primary services for the Community Based Transportation Planning and Environmental Justice: Context Sensitive Planning projects,

NOW. THEREFORE, the parties hereto agree as follows:

**1. SCOPE OF SERVICES**

SamTrans agrees to perform all of the tasks (the "Tasks") as set forth in the proposed scope of work for the Countywide Transportation Plan for Low Income Populations and the San Bruno/South San Francisco CBTP, which proposed scope of work is attached hereto as Attachment A, and shall hereinafter be referred to as the "Scope of Work".

C/CAG will provide general support as reasonably necessary and appropriate to assist SamTrans in the Tasks

## 2. TIME OF PERFORMANCE

The services funded by this agreement shall commence on or after April 1, 2010 and shall be completed by December 30, 2011, unless earlier terminated as hereinafter provided. Either party may terminate the Agreement without cause by providing thirty (30) days advanced written notice to the other.

## 3. FUNDING AND METHOD OF PAYMENT

- a. C/CAG agrees to pay SamTrans up to \$170,000 for the purpose of funding the Tasks as performed by SamTrans.
- b. SamTrans shall submit billings, accompanied by the activity reports and by invoices issued by consultants as proof that the Tasks were performed and paid for by SamTrans. Upon receipt of the monthly invoice and its accompanying documentation, C/CAG shall reimburse SamTrans the amount claimed under this Agreement within sixty (60) days of receipt of the invoice
- c. Subject only to duly executed amendments, it is expressly understood and agreed that in no event will the total funding commitment or funds paid by C/CAG under this Agreement exceed the sum of \$170,000, unless specifically agreed to in writing by C/CAG.

## 4. AMENDMENTS

Any changes in the Tasks shall be incorporated in written amendments, which shall specify the changes in the Task and any adjustments in compensation and schedule. In order to be effective, any and all amendments must be in writing and executed by the parties.

No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

## 5. NOTICES

All notices or other communications to either party by the other shall be deemed given when made in writing and delivered or mailed to such party at their respective addresses a follows:

To C/CAG: Attention: Richard Napier  
City/County Association of Governments  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

To SamTrans: Attention: Corrine Goodrich  
San Mateo County Transit District  
1250 San Carlos Avenue  
San Carlos, CA 94907-1 506

6. INDEPENDENT CONTRACTOR

SamTrans agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee or agent of C/CAG. Nothing herein shall be deemed to create any joint venture or partnership arrangement between SamTrans and C/CAG.

IN WITNESS WHEREOF, the Agreement has been executed by the parties hereto the day and year first written above.

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS

SAN MATEO COUNTY TRANSIT  
DISTRICT

\_\_\_\_\_  
C/CAG Chair

\_\_\_\_\_  
Mike Scanlon, General Manager /CEO

Approved as to form:

\_\_\_\_\_  
C/CAG Counsel

\_\_\_\_\_  
SamTrans Attorney

F:\Users\Ccag\WPDATA\CBTP\SSF And San Bruno And Others\SSF SB And County Wide Plan With Samtrans Legal And Samtrans Review.Doc





## **Scope of Work**

### **Countywide Transportation Plan for Low Income Populations And San Bruno/South San Francisco CBTP**

The goal of the Countywide Transportation Plan for Low Income Populations is to promote economic opportunity by planning and leading implementation of strategies that will increase the affordability and accessibility of transportation to residents living below the sustainability standard for San Mateo County. The project will create an inclusive countywide process that engages transportation providers and funding agencies with low income residents and the agencies that serve them to better understand transportation needs, develop strategies, and create partnerships for implementation.

The goal of MTC's Community-Based Planning Program is to advance the findings of two reports completed for the 2001 Regional Transportation Plan (RTP) update. The Lifeline Transportation Network Report (Lifeline) identified transit needs in economically disadvantaged communities throughout the San Francisco Bay Area, and recommended community-based transportation planning as a first step to address them. Likewise, the Environmental Justice Report for the 2001 RTP also identified the need for MTC to support local planning efforts in low-income communities throughout the region. The San Bruno/South San Francisco CBTP is the fourth and final plan that will be funded under the MTC program in San Mateo County.

#### **A. CONFIRM ROLES, RESPONSIBILITIES AND LEVELS OF EFFORT TO DELIVER THE PROJECT**

##### **TASK 1: FINALIZE THE SCOPES, SCHEDULES AND BUDGET FOR CALTRANS AND MTC APPROVAL AND OBTAIN CALTRANS AND MTC AUTHORIZATION TO COMMENCE SUBSEQUENT TASKS**

###### **Task 1.2**

Convene the Project Oversight Committee to include, at a minimum, representatives for C/CAG, SamTrans, Caltrans and MTC and set a schedule for meetings and progress reports throughout the project.

###### **Task 1.3**

Finalize the project scope, schedule and budget for Caltrans' approval.

###### **Task 1.4**

Kickoff meeting with Caltrans District staff

###### **Task 1.5**

Administer the Caltrans contract and prepare quarterly report.

<b>Deliverable</b>
Minutes of Project Oversight Committee kick-off meeting
Final scope, schedule and budget
Prepare and Submit Quarterly Reports

**B. INITIATE AND ESTABLISH THE COUNTYWIDE COLLABORATIVE PLANNING PROCESS FOR THE COUNTYWIDE PLAN**

**TASK 2: INITIATE THE COLLABORATIVE PLANNING PROCESS BY CREATING A PROJECT STEERING COMMITTEE OF THE AGENCIES IN THE COUNTY THAT PROVIDE TRANSPORTATION SERVICES AND SERVE LOW INCOME RESIDENTS AND INVOLVING COMMUNITY BASED ORGANIZATIONS IN THE PLANNING PROCESS**

**Task 2.1: Establish Project Steering Committee**

Establish a countywide project Steering Committee that includes but is not limited to: C/CAG, SamTrans, the San Mateo County Humans Services Agency (HSA), and the San Mateo County Department of Public Health. The Steering Committee will: 1) provide leadership and technical expertise throughout the planning process 2) review and finalize work products prior to presentation to the stakeholders, 3) monitor the schedule and completion of tasks and work products, and 4) establish an ongoing process to update and exchange information to inform funding recommendations for Lifeline Transportation funds.

**Task 2.2: Involve Community-Based Organizations as Stakeholders in the Planning Process**

Establish a list of community-based organizations (CBOs) that serve or can represent the interests of low-income people in San Mateo County. The CBO resource list will include non-profits, public agencies, representatives of low-income neighborhoods, schools, commissions, and any other organizations. These organizations will be contacting regarding the project and their interest in participating as a Stakeholder. The Stakeholders will be: 1) interviewed regarding the transportation needs of low income residents; 2) consulted regarding outreach and community participation; 3) consulted, as appropriate, to develop transportation strategies; and 4) provided with major project deliverables for comment.

<b>Deliverable</b>
Memorandum summarizing the membership and roles of the Steering Committee
Memorandum identifying the final CBO Resource List

**C. INFORM THE COUNTYWIDE PLANNING PROCESS**

**TASK 3: ASSESS EXISTING CONDITIONS AND BARRIERS TO IMPLEMENTATION TO INFORM THE PLANNING PROCESS**

**Task 3.1: Revisit the recommendations from the 2001 Welfare-to-Work Plan and assess the barriers to implementation**

Review the recommendations in the San Mateo County Welfare to Work Plan (2001) to: 1) report on implementation status, and 2) assess the barriers and conditions that have prevented implementation of strategies.

**Task 3.2: Review the recommended strategies and status of implementation for the Community Based Transportation Plans**

Review the planning processes and recommendations of the completed CBTPs, and assess implementation successes and barriers to implementation for recommended strategies.

**Task 3.3: Update information on existing conditions in the County**

Provide a description of the project area and profile the low income residents of the County and transportation resources. Compile demographic information and locations of low income populations and relate this information to the existing transportation network using GIS mapping, with special regard to concentrations of low income populations and transportation gaps identified in the Lifeline Report.

**Task 3.4: Convene the Steering Committee to Review past planning efforts and existing conditions, assess barriers to implementation, and inform the current planning process**

The Steering Committee also will be requested to approve the evaluation criteria that have been used for the Community Based Transportation Plan in the areas of cost and funding, implementation, transportation impacts, and community benefits and support.

<b>Deliverable – Task 3</b>
Existing Conditions and Evaluation of Barriers to Implementation
Steering Committee Meeting Minutes

**D. CONDUCT COMMUNITY OUTREACH TO FORMULATE SOLUTIONS**

**TASK 4: ESTABLISH THE COUNTYWIDE COMMUNITY OUTREACH AND PARTICIPATION STRATEGY**

**Task 4.1:** Meet with the Steering Committee to review Task 3 results, confirm outreach objectives, and determine appropriate outreach strategies to effectively obtain input from low income populations throughout San Mateo County and from Stakeholder CBOs.

**Task 4.2:** Detail the outreach strategies. Two strategies that will be included in order to effectively engage a large breadth of input are:

- 1) A countywide survey of Human Services Agency clients, provided in multiple languages, and
- 2) A minimum of four and up to eight “Transportation Solutions Workshops” throughout the county.

Additional strategies that may be employed dependent upon TAC recommendations include but are not limited to: attending regularly scheduled CBO meetings to present project information and solicit feedback, attending public events, conducting focus groups and interviews, distributing written surveys, and establishing project-related telephone hotlines/websites.

<b>Deliverable – Task 4</b>
Resource List of CBOs
Outreach Strategies and Schedule

**TASK 5: CONDUCT COUNTYWIDE COMMUNITY OUTREACH AND ENGAGEMENT**

**Task 5.1:** Develop and administer a countywide survey targeting Human Services Agency clients by four areas in the County: 1) Coastside, 2) South County, 3) Mid-County and 4) North County. Conduct the survey in multiple languages, including Spanish and Chinese. Gather input from survey participants about transportation needs and potential solutions and the respondent’s interest in participating in a Transportation Solutions Workshop. To increase the response rate, there will be a prize raffle for those completing the survey.

**Task 5.2:** Develop and administer a survey to CBOs and conduct follow-up interviews, also requesting their interest in participating in a Transportation Solutions Workshop and if they can recommend low-income clients who might participate in a Workshop.

**Task 5.3:** Hold a minimum of four and maximum of eight Transportation Solutions Workshops. Staff from SamTrans, C/CAG, the Department of Health, the Human Services Agency and other agencies will participate as resource experts representing transportation providers, funding, and planning and agencies that service low income populations. Each Workshop will be geared to either CBOs or low-income residents. CBO Workshops participants will be balanced to reflect a broad spectrum of interests. Low-income resident Workshops will reflect differences in age, mobility, and transportation needs.

Workshops would last approximately four hours and include lunch and a \$100 stipend for attendees. Workshop facilitators will first review prior recommendations to address transportation needs and then engage participants in a discussion of existing transportation gaps and creative solutions. The participants will then be split into working groups to develop the solutions, using the public agency staff as resources. The anticipated outcome of the workshops will be a list of transportation needs and viable transportation solutions and funding scenarios. The solutions will include a description of the project or program, benefits, implementation steps, necessary partners and potential funding sources.

**Task 5.4** Tabulate and analyze outreach results. The outreach results and proposed solutions will be analyzed, documented and formatted for further feasibility analysis in Task 6.

<b>Deliverable – Task 5</b>
Documentation of the outreach process
Community-prioritized transportation gaps
Proposed Solutions

## **E. RECOMMENDATIONS**

### **TASK 6: EVALUATE THE FEASIBILITY OF COUNTYWIDE SOLUTIONS AND RECOMMEND IMPLEMENTATION STRATEGIES AND AN ONGOING PROCESS**

**Task 6.1:** Evaluate the feasibility of proposed solutions (i.e. cost effectiveness, potential funding availability, reasonableness of implementation schedule, etc.). Analyze potential solutions based on how well they meet the agreed-upon criteria. Document solutions that do not meet the criteria, indicating why they will not advance for further analysis. Evaluate the implementation feasibility of the proposed viable solutions including cost estimates, lead agency, potential funding sources, timelines, etc., and include any operational, institutional or funding constraints (both public and private resources) that need to be addressed to ensure successful implementation.

**Task 6.2:** Develop a program of projects and implementation strategies based on the countywide assessment and solutions and the four completed Community Based Transportation Plans. Recommend an on-going process to keep information and project implementation information current and develop and implement solutions.

**Task 6.3:** Meet with the Steering Committee to review the recommended program of projects, implementation strategies, and on-going process.

<b>Deliverable – Task 6</b>
Evaluation Criteria and Feasibility Analysis
Recommended Program of Projects and Ongoing Process

**F. DRAFT AND FINAL COUNTYWIDE PLAN**

**TASK 7: DRAFT THE COUNTYWIDE TRANSPORTATION PLAN FOR LOW INCOME POPULATIONS**

**Task 7.1:** Prepare a draft Plan that consolidates all technical memorandums and maps into one report and includes:

- Summary description of project area, including geography, demographics, and maps from the Existing Conditions Report
- Description of the project area, geography, demographics; GIS maps and analysis
- Summary of the community outreach process and results
- Prioritized transportation gaps
- Evaluation of solutions to close gaps
- Cost, operational, institutional and funding considerations for implementation
- Method for alignment of strategies with recommendations from previously completed plans
- Recommended Program of Projects, including completed CBTPs
- Implementation action plan, including agency responsibilities and relationship to
- Recommendation for ongoing process to develop and implement projects and programs

The draft final report will be circulated to the Stakeholder CBOs, residents who participated in the Workshops, each city and all other interested parties for review and comment.

**Task 7.2:** Present the Draft Plan to the C/CAG and SamTrans Boards of Directors, the San Mateo County Board of Supervisors, and other interested organizations.

<b>Deliverable – Task 7</b>
Draft Countywide Transportation Plan for Low Income Population

**TASK 8: PREPARE AND DISTRIBUTE FINAL COUNTYWIDE PLAN**

**Task 8.1:** The Final Plan will be posted on each of the Steering Committee agency web sites and broadly distributed.

<b>Deliverable – Task 8</b>
Final Countywide Transportation Plan for Low Income Population

**G. SAN BRUNO/SOUTH SAN FRANCISCO COMMUNITY-BASED TRANSPORTATION PLAN**

**TASK 9: INITIATE THE SOUTH SAN FRANCISCO/SAN BRUNO COLLABORATIVE PLANNING PROCESS**

**Task 9.1:** Create a Resource List of community-based organizations (CBO’s) and other agencies and organizations that represent the interests of San Bruno and South San Francisco and request the two city councils to appoint a Stakeholder Committee.

**Task 9.2:** Establish a technical advisory committee with representation from C/CAG, SamTrans, City of San Bruno, City of South San Francisco, the County Humans Services Agency and Department of Public Health, and MTC to 1) review and finalize work products prior to presentation to the stakeholders and 2) monitor the schedule and completion of tasks and work products.

<b>Deliverable</b>
Memorandum summarizing Stakeholder Committee and TAC membership and CBO Resource List.

**TASK 10: INFORM THE SOUTH SAN FRANCISCO/SAN BRUNO PLANNING PROCESS**

**Task 10.1: Summarize Transit Gaps/Existing Conditions**

Review and confirm boundaries of the study area and develop an Existing Conditions Report that includes: a description of the project area; residential demographics; information related to the existing transportation network; and information regarding recent or proposed economic or housing development in the area. Summarize the transportation gaps identified in the Lifeline Report, as well as other relevant plans that identify transportation gaps in the project area.

<b>Deliverable</b>
Existing Conditions Report

**TASK 11: CONDUCT COMMUNITY OUTREACH TO FORMULATE SOLUTIONS**

**Task 11.1: Establish Community Outreach Strategy**

Based on the transportation gaps identified in Task 3, meet with Stakeholder Committee and TAC to confirm outreach objectives and determine appropriate outreach strategies to effectively obtain input from and engage community members. Recommended strategies include but are not limited to: hosting project-specific public meetings and workshops, attending regularly scheduled CBO meetings to present project information and solicit feedback, attending public events based in the neighborhoods, conducting focus groups and interviews, distributing surveys, and establishing project-related telephone hotlines/websites. Develop schedule to execute outreach strategies.

**Task 11.2:** Administer the needs survey in English, Spanish and Chinese to all households in the project area, also requesting residents to participate in Transportation Solutions Workshops.

**Task 11.3: Transportation Solutions Workshops (Augmented)**

Hold two Transportation Solutions Workshops. Staff from SamTrans, C/CAG, the Department of Health, the Human Services Agency and other agencies will participate as resource experts representing transportation providers, funding, and planning and agencies that serve low income populations. Participants will reflect differences in age, mobility, and transportation needs.

Workshops will last approximately four hours and include lunch and a \$100 stipend for attendees. Workshop facilitators will first review prior recommendations to address transportation needs and then engage participants in a discussion of existing transportation gaps and creative solutions. The participants will then be split into working groups to develop the solutions, using the public agency staff as resources. The anticipated outcome of the workshops will be a list of transportation needs and

viable transportation solutions and funding scenarios. The solutions will include a description of the project or program, benefits, implementation steps, necessary partners and potential funding sources.

**Task 11.4:** Conduct other agreed upon outreach.

<b>Deliverable</b>
Memorandum detailing the results of the community outreach
Memorandum providing a list of community-prioritized gaps, and detailed descriptions of proposed solutions for filling the gaps.

## **TASK 12: EVALUATE POTENTIAL SOLUTIONS AND CREATE ACTION PLAN**

**Task 12.1:** Evaluate the feasibility of implementing solutions and recommend implementation strategies.

In conjunction with the TAC, establish criteria for evaluating the feasibility of proposed solutions (i.e. cost effectiveness, potential funding availability, reasonableness of implementation schedule, etc.). Evaluate the implementation feasibility of the proposed viable solutions including cost estimates, lead agency, potential funding sources, timelines, etc., and include any operational, institutional or funding constraints (both public and private resources) that need to be addressed to ensure successful implementation.

<b>Deliverable</b>
Memorandum summarizing the feasibility of each proposed solution with recommend implementation strategies.

## **TASK 13: PREPARE DRAFT SAN BRUNO/SOUTH SAN FRANCISCO COMMUNITY BASED TRANSPORTATION PLAN**

**Task 13.1:** Draft SB/SSF Community-Based Transportation Plan

The draft final report will consolidate all technical memorandums and maps into one draft final report. Comments received on technical memorandums and draft reports will be incorporated. The draft final Community-Based Transportation Plan will contain the following elements:

- Summary description of project area, including geography, demographics, and maps from the Existing Conditions Report
- Summary of the community outreach process including all CBO's and outreach strategies involved as well as the outreach results (i.e. number/type of events, attendance, number of returned surveys, etc.)
- List of community-prioritized transportation gaps
- List of feasible, community-supported solutions to close gaps
- Assessment of operation, institutional and funding constraints needed to be addressed
- Cost estimate for each proposed solution
- Outline for implementation action plan, including agency responsibilities
- List of potential public and private funding sources to support solution implementation

The draft final report will be circulated to the TAC, all stakeholders, and all other interested parties for review.

<b>Deliverable</b>
Draft Final SB/SFF Community-Based Transportation Plan

**TASK 14: FINAL SAN BRUNO/SOUTH SAN FRANCISCO COMMUNITY-BASED TRANSPORTATION PLAN**

**Task 14.1: Prepare, Present, and Distribute Final SB/SSF Community-Based Transportation Plan**

The SB/SSF CBTP will be finalized by incorporating the final comments and suggestions received regarding the draft plan. Present the results of the final community-based transportation plan to stakeholders, transit agencies, the C/CAG Board, and others up to a maximum of seven presentations.

<b>Deliverable</b>
Final SB/SSF Community-Based Transportation Plan



# C/CAG AGENDA REPORT

**Date:** March 11, 2010  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Approval of Appointment to the Congestion Management Program Technical Advisory Committee

(For further information or questions contact John Hoang at 363-4105)

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## RECOMMENDATION

That the Board approves the appointment of Klara Fabry, Public Works Director for City of San Bruno, to fill the vacant seat on the Congestion Management Program Technical Advisory Committee

## FISCAL IMPACT

None.

## BACKGROUND/DISCUSSION

The Congestion Management Program Technical Advisory Committee (CMP TAC) is made up of engineers and planners and provides technical expertise for both the CMEQ Committee and the C/CAG Board. There are a total of 24 positions including 15 engineers and 4 planners from the local jurisdictions in addition to representatives from Caltrans, Peninsula Corridor JPB, SMCTA, MTC, and C/CAG.

There is currently one vacant engineer position on the CMP TAC due to the departure of Karen Borrmann from the City of Belmont. To fill the vacant position, staff solicited individuals from C/CAG member agencies, not currently represented on the committee, who has expressed interest in being a TAC member. Individuals were asked to submit a letter of interest for the C/CAG Board consideration.

Staff received one letter of interest from the City of Bruno, which recommended Public Works Director, Klara Fabry to serve on the TAC. The appointment, if approved, backfills the one vacant position.

## ATTACHMENTS

- Current roster for the CMP TAC
- Letter from City of San Bruno

ITEM 5.5

CONFIDENTIAL REPORT

( )

**Current CMP TAC Roster - 2010**

<b>No.</b>	<b>Member</b>	<b>Agency</b>
1	Jim Porter (Co-Chair)	San Mateo County Engineering
2	Joseph Hurley (Co-Chair)	SMCTA
3	Duncan Jones	Atherton Engineering
4	Randy Breault	Brisbane Engineering
5	Syed Murtuza	Burlingame Engineering
6	Bill Meeker	Burlingame Planning
7	Sandy Wong	C/CAG
8	Gene Gonzalo	Caltrans
9	Rick Mao	Colma Engineering
10	Robert Ovadia	Daly City Engineering
11	Tatum Mothershead	Daly City Planning
12	Ray Towne	Foster City Engineering
13	Chip Taylor	Menlo Park Engineering
14	Ron Popp	Millbrae Engineering
15	Van Ocampo	Pacifica Engineering
16	April Chan	Peninsula Corridor JPB
17	Peter Vorametsanti	Redwood City Engineering
18	Robert Weil	San Carlos Engineering
19	Larry Patterson	San Mateo Engineering
20	Bob Beyer	San Mateo Planning
21	Steve Monowitz	San Mateo County Planning
22	Dennis Chuck	So. San Francisco Engineering
23	Kenneth Folan	MTC
24	<i>Vacant</i>	



# C/CAG AGENDA REPORT

**Date:** March 11, 2010

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Approval of C/CAG Legislative priorities, positions, and legislative update.  
(A position may be taken on any legislation, including legislation not previously identified.)

(For further information or questions contact Joseph Kott at 599-1453)

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Please find attached three informational items with respect to legislative and budget issues in Sacramento. The first is the February 2010 State Legislative Update from our Sacramento lobbyists. The next two are analyses of two bills on the topic of treatment taxation of motor fuels in California: SB X8 6 and ABX 8 6. Further updates on legislative and fiscal matter may be given at the C/CAG Board meeting on March 11<sup>th</sup>.

## ATTACHMENT

State Legislative Update – February  
SBX8 6 Senate Bill, 8<sup>th</sup> Extraordinary Session – Bill Analysis  
ABX8 6 Assembly Bill, 8<sup>th</sup> Extraordinary Session, Bill Analysis

ITEM 6.1





ADVOCATION



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

March 1, 2010

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

FROM: Advocation, Inc. – Shaw / Yoder / Antwih, Inc.

**RE: STATE LEGISLATIVE UPDATE- FEBRUARY**

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On February 22<sup>nd</sup>, the California State Assembly approved a budget package to address the current year (FY 09-10) shortfall of \$6.6 billion. The package contained a proposal to perform a "gas tax swap" for transportation, which provides \$1.1 billion in General Fund savings. SBx8 6 (Senate Budget Committee) passed by a vote of 43-24 and does the following:

- Exempts gasoline from the state 6.0 cent sales tax, which by itself reduces tax revenue by \$2.5 billion in 2010-11. This repeals the state sales tax on gas- Proposition 42 (\$1.575 billion), spillover (\$897 million) and Proposition 111 (\$61 million). These revenues comprise  $\frac{3}{4}$  of state funding for public transportation revenues. Proposition 42 provides the only contribution to the STIP as well as funding for cities and counties.
- Increases the excise tax on gasoline by 12.9 cents, which by itself increases revenue by \$1.8 billion in 2010-11. In 2011-12 and thereafter, the Board of Equalization (BOE) will adjust the excise tax to match what the sales tax on gasoline would otherwise provide.
- Beginning in 2011-12, increases the sales tax on diesel fuel by 1.75 percent (5% to 6.75%) and decreases the excise tax on diesel by 4.4 cents in 2011-12 (from 18 to 13.6 cents). BOE will adjust this tax annually thereafter to maintain revenue neutrality. This change will generate roughly \$118 million in additional revenue for the Public Transportation Account (PTA) to fund the State Transit Assistance program and other PTA eligible expenditures.
- Appropriates \$400 million to transit operators to help fund operations for the remainder of 2009-10 and 2010-11.
- Provides that 75 percent of revenue from the increase on diesel sales tax be directed to transit operators beginning in 2011-12 (roughly \$350 million per year).
- Provides new authority for metropolitan planning organizations to impose a fee (amount not specified) on gasoline to fund transit, bicycle and pedestrian projects.

- Appropriates \$1.26 billion in the current year for local highways and roads funding in order to backfill funding lost due to the elimination of the sales tax on gas. In 2011-12 and thereafter, the excise tax revenue will provide additional funding for highways and roads. The highway and road funding will be split:
  - 30 percent for the State Transportation Improvement Program;
  - 30 percent for the State Highway Operations and Protection Program;
  - 40 percent for local streets and roads.
  
- This bill provides net new revenue to highways and roads to about \$540 million in 2011-12, with new revenue over ten years of about \$4 billion.
  
- Retains non-Article XIX funds that accrue from the sales of property to help fund the PTA (including intercity rail).
  
- Creates a total General Fund (GF) savings of \$219 million in 2009-10, \$1.6 billion in 2010-11, and ongoing GF relief of about \$800 million and growing in the out years.

The package has yet to be finalized as negotiations with the Governor relating to the local option fee and the impact on education financing (Prop 98) are still pending. Nevertheless, the advocacy efforts of Board Members Tom Kasten, Deborah Gordon, and Bob Grassilli on February 10<sup>th</sup> paid off considerably as our state delegation members (Assembly Members Ma, Hill, Ruskin and Senators Simitian and Yee) all worked diligently with leadership to craft a package that is far better than what the Governor originally proposed. The proposed package will provide General Fund relief, while maintaining funding for highways and public transportation.

**HUTA Deferral**

On February 25th, the Assembly approved ABx8 5 (Budget Committee), a bill that would authorize the Director of the State Department of Finance, the State Treasurer and the State Controller to take broad measures to manage the state's cash flow to ensure that the state has sufficient cash on hand throughout the remainder of the 2009-10 fiscal year and throughout the 2010-11 fiscal year. The bill was approved on the Assembly Floor on a vote of 55-15 as part of the Proposition 58 Special Session.

The bill authorizes the deferral of \$50 million each month from July 2010 through March 2011. Any deferrals must be paid within two business days of April 28th, 2011. Cities and Counties with a population of less than 50,000 are exempt from the HUTA deferral.



**Richard Napier - SBX8 6 Senate Bill, 8th Ext. Session - Bill Analysis**

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**From:** <"Saved by Windows Internet Explorer 8">  
**Date:** 2/24/2010 9:24 AM  
**Subject:** SBX8 6 Senate Bill, 8th Ext. Session - Bill Analysis

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## BILL ANALYSIS

SB 6 X8

Page 1

## SENATE THIRD READING

SB 6 X8 (Budget and Fiscal Review Committee)

As Amended February 22, 2010

Majority vote

SENATE VOTE :Vote not relevant

SUMMARY : Makes various amendments to lower certain taxes and increase others to provide funding for transportation, transit and (GF) relief. Specifically, this bill :

- 1)Exempts gasoline from the state 6.0 cent sales tax, which by itself would reduce tax revenue by \$2.5 billion in 2010-11.
- 2)Increases the excise tax on gasoline by 12.9 cents, which by itself would increase revenue by \$1.8 billion in 2010-11. In 2011-12 and thereafter, the Board of Equalization (BOE) would adjust the excise rate to match what the sales tax on gasoline would otherwise provide.
- 3)Beginning in 2011-12, increases the sales tax on diesel fuel by 1.75% and decrease the excise tax on diesel by 4.4 cents in 2011-12. BOE will adjust this tax annually thereafter to maintain revenue neutrality. This change will generate roughly \$118 million in additional revenue for the Public Transportation Account (PTA) to fund state transit assistance and other PTA eligible expenditures.
- 4)Limits the Net Operating Loss (NOL) deduction for 2010 to 68% of a taxpayers' income. Unused loss deductions could be carried forward and used to offset taxes in subsequent years.
- 5)Delays, until the 2011 tax year, the implementation of the Corporation Tax Law provision allowing corporations to assign unused business tax credit to an affiliated corporation that is a member of the same combined reporting group.
- 6)Appropriates \$400 million to transit operators to help fund operations for the remainder of 2009-10 and for 2010-11.
- 7)Provides that 75% of revenue from the increase on diesel sales

tax be directed to transit operators beginning in 2011-12 (roughly \$350 million per year).

SB 6 X8  
Page 2

- 8) Provides new authority for metropolitan planning organizations to impose a fee on gasoline to fund transit, bicycle and pedestrian projects.
- 9) Appropriates \$1.26 billion in the current year for local highways and roads funding in order to backfill funding lost due to the elimination of the sales tax on gas. In 2011-12 and thereafter, the excise tax revenue would provide additional funding for highways and roads. The highway and road funding would be split: 30% for the State Transportation Improvement Program (STIP); 30% for the State Highway Operations and Protection Program (SHOPP); and 40% for local streets and roads. This bill would provide net new revenue to highways and roads of about \$540 million in 2011-12, with new revenue over ten years of about \$4 billion.
- 10) Creates a total GF savings of \$219 million in 2009-10, \$1.6 billion in 2010-11, and ongoing GF relief of about \$800 million and growing in the out years. The GF relief by year is as follows:

2009-10 :

- a) Directs \$140 million in PTA funds to reimburse the GF for eligible debt service on general-obligation bonds (specifically, Proposition 108 of 1990 bonds, Proposition 1A of 2008, and one-quarter of Proposition 1B of 2006 bonds); and,
- b) Directs \$79 million in non-Article XIX transportation funds to reimburse the GF for Prop 116 of 1990 bonds

2010-11:

- a) Directs \$254 million in PTA funds to reimburse the GF for eligible debt service on general-obligation bonds;
- b) Directs \$72 million in non-Article XIX transportation funds to reimburse the GF for Prop 116 bonds;
- c) Directs \$603 million in new gasoline excise tax revenue to reimburse the GF for Proposition 192 of 1996

SB 6 X8  
Page 3

bonds, and three-quarters of Proposition 1B of 2006 bonds; and,

- d) Addition revenue from delaying the unitary-group tax credit sharing and limiting NOL use result in a combined GF gain of \$655 million which supports the expenditures of the state.

2011-12 and thereafter :

- a) Directs \$72 million in non-Article XIX transportation funds to reimburse the General Fund for Prop 116 bonds in 2010-11; and,
- b) Directs \$727 million (and varying amounts over time) in new gasoline excise tax revenue to reimburse the GF for Proposition 192 of 1996 bonds, and three-quarters of Proposition 1B of 2006 bonds.

Comments :

1)Limit on NOL deduction . Under existing law, businesses incurring net operating losses in a particular tax year can either use them to offset income earned in the prior two tax years (carry back of losses) or offset income earned in subsequent years (carry forward of losses), for up to 20 years in the future.

The carry back provisions and an expansion of the carry forward period from 10 to 20 years were included in AB 1452 (Committee on Budget), Chapter 763, Statutes of 2008. That measure also, among other things, suspended NOL deductions for the 2008 and 2009 tax years, and allowed sharing of business tax credits among companies within a combined tax reporting group. This measure would provide for the NOL deduction of losses carried forward and carried back to 2010, but limit it to no more than 68% of the taxpayer's net income

2)Delay in credit sharing . Under California tax law, a unitary group of affiliated companies is required to file a combined income report for tax purposes. Prior to 2010, California did not allow corporate taxpayers to share a business tax credit among the affiliated members of their combined reporting group. Instead, it required the credit to be taken by the

individual company within the group that earned the credit. This often resulted in credits going unused because the entity within an affiliated group that earned the credit - for example, a research and development operation - had insufficient California income to fully utilize the credit. With the enactment of SB 1452, corporate taxpayers are allowed to assign various unused business tax credits to their affiliates beginning in 2010. These include the research and development credit, the enterprise zone credit, and the low-income housing credits. This measure delays the implementation of the credit sharing provision for one year.

FISCAL EFFECT : As shown in the accompanying table, the tax swap results in a small tax decrease over the period displayed. In the long run, the tax swap is annually revenue neutral. Note, under current law, the state sales tax rate (including gasoline) falls from 6% to 5% on July 1, 2011.

Revenue Impact of Tax Swap  
(In millions)

	2010-11	2011-12	2012-13	2013-14
Eliminate Sales Tax on Gasoline	-2,531	-2,435	-2,369	-2,525
Increase Excise Tax on Gasoline	1,866	2,435	2,369	2,525
Tax Credit / NOL changes	655	-7	-47	-2
Net change in revenues:	-\$10	-\$7	-\$47	-\$2

Analysis Prepared by : Keali'i Bright / BUDGET / (916) 319-2099

FN: 0003704

**Richard Napier - ABX8 6 Assembly BILL, 8th Extraordinary Session - Bill Analysis**

**From:** <"Saved by Windows Internet Explorer 8">  
**Date:** 2/24/2010 9:24 AM  
**Subject:** ABX8 6 Assembly BILL, 8th Extraordinary Session - Bill Analysis

## BILL ANALYSIS

SENATE RULES COMMITTEE	AB 6X8
Office of Senate Floor Analyses	
1020 N Street, Suite 524	
(916) 651-1520 Fax: (916)	
327-4478	

## THIRD READING

Bill No: AB 6X8  
 Author: Assembly Budget Committee  
 Amended: 2/19/10 in Senate  
 Vote: 21

ASSEMBLY FLOOR : Not relevant

SUBJECT : Transportation finance

SOURCE : Author

DIGEST : Senate Floor Amendments of 2/19/10 deleted the prior version of the bill. This bill now provides the necessary statutory changes in the area of transportation finance in order to address the fiscal emergency declared by Governor Schwarzenegger pursuant to the California Constitution.

ANALYSIS : This bill makes a swap of tax revenues and expenditure of related funds as follows:

1. Tax Swap: This bill lowers certain taxes and increases others, such that on net there is a small tax decrease annually through 2014-15. Thereafter, this bill is revenue neutral. Specifically, this bill:

Exempts gasoline from the State 6.0 percent sales tax on July 1, 2010, which by itself would reduce tax revenue by \$2.5 billion in 2010-11.

CONTINUED

AB 6X8  
Page

2

Increases the excise tax on gasoline by 12.9 cents on July 1, 2010, which by itself would increase revenue by \$1.8 billion in 2010-11. In 2011-12 and thereafter, the Board of Equalization would adjust the excise rate to match what the sales tax on gasoline would otherwise provide.

Delays by one year, the implementation of unitary-group credit sharing. (The 2008-09 Budget package amended statute to allow a firm to share unused tax credits with other firms in the same unitary group starting in 2010.)

Limit the use of Net Operating Loss (NOL) deductions in 2010 to 68 percent of income. (The 2008-09 Budget package amended statute to fully suspend NOL deductions in 2008 and 2009.)

The unitary-group sharing and NOL provisions combined result in additional tax revenue of \$655 million in 2010-11, a revenue loss of \$7 million in 2011-12, a revenue loss of \$47 million in 2012-13, and losses of \$2 million in 2013-14 and 2014-15.

Increases the state sales tax on diesel on July 1, 2011, from 5.0 percent to 6.75 percent to increase revenue for the Public Transportation Account by about \$120 million (the total state sales tax on diesel will increase to about \$435 million).

Decreases the excise tax on diesel on July 1, 2011 from 18 cents per gallon to 13.6 cents per gallon, which decreases revenue for the Highway Users Tax Account by about \$120 million. In 2012-13 and thereafter, the Board of Equalization would adjust the excise rate to keep the decrease in the excise revenue equal to the increase in the sales tax revenue.

1. Transit Funding: This bill appropriates \$400 million to transit operators to help fund operations for the remainder of 2009-10 and for 2010-11. In 2011-12, the diesel fuel swap provides for growth in both transit operations and intercity rail. Transit operators will

get \$350 million in 2011-12, and a growing amount thereafter, via receipt of 75 percent of the state sales tax on diesel. The amount available for intercity rail and other state purposes will grow, via receipt of 25 percent of the state sales tax on gas and most of the non-Article XIX transportation funds (about \$72 million per year). This bill authorizes, with local voter approval, a local mitigation fee on gasoline to fund transit, bicycle and pedestrian projects, programs, and operations.

2. Highway and Road Funding: This bill increases funding for highways and local roads. In 2010-11, this bill would fully backfill for the highway and local road funding lost due to the elimination of the sales tax on gas. In 2011-12 and thereafter, the excise tax revenue would provide additional funding for highways and roads. After the payment of debt service, the highway and road funding would be split: 30 percent for the State Transportation Improvement Program (STIP); 30 percent for the State Highway Operations and Protection Program (SHOPP); and 40 percent for local streets and roads. This bill would provide net new revenue to highways and roads of about \$420 million in 2011-12, with new revenue over ten years of about \$3 billion.
3. General Fund Relief: This bill produces General Fund relief of \$219 million in 2009-10, \$1.6 billion in 2010-11, and ongoing GF relief of about \$700 million and growing in the out years. The General Fund relief by year is as follows:

In 2009-10:

- A. Directs \$140 million in PTA funds to reimburse the General Fund for eligible debt service on general-obligation bonds (specifically, Proposition 108 of 1990 bonds, Proposition 1A of 2008, and one-quarter of Proposition 1B of 2006 bonds).
- B. Directs \$79 million in non-Article XIX transportation funds to reimburse the General Fund for Prop 116 of 1990 bonds.

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In 2010-11:

- A. Directs \$254 million in PTA funds to reimburse the General Fund for eligible debt service on general-obligation bonds.
- B. Directs \$72 million in non-Article XIX transportation funds to reimburse the General Fund for Prop 116 bonds.
- C. Directs \$603 million in new gasoline excise tax revenue to reimburse the General Fund for Proposition 192 of 1996 bonds, and three-quarters of Proposition 1B of 2006 bonds.
- D. Addition revenue from delaying the unitary-group tax credit sharing and limiting NOL use result in a combined General Fund gain of \$655 million which supports the expenditures of the State.

In 2011-12 and thereafter:

- A. Directs \$727 million (and varying amounts over time) in new gasoline excise tax revenue to reimburse the General Fund for Proposition 192 of 1996 bonds, and three-quarters of Proposition 1B of 2006 bonds.

1. No Proposition 98 Impact: Requires that schools be held harmless in the Proposition 98 funding calculation from any tax changes in this swap.

FISCAL EFFECT : Appropriation: Yes Fiscal Com.: Yes  
Local: Yes

According to the Senate Appropriations Committee analysis, shown in the accompanying table, the tax swap results in a small tax decrease over the period displayed. In the long run, the tax swap is annually revenue neutral.

Note: under current law, the state sales tax rate (including gasoline) falls from six percent to five percent

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on July 1, 2011.



Revenue Impact of Tax Swap  
(Estimates in millions)

	2010-11	2011-12	2012-13	2013-14
Eliminate Sales Tax on Gasoline	-\$2,531	-\$2,435	-\$2,369	-\$2,525
Increase Excise Tax on Gasoline	1,866	2,435	2,369	2,525
Tax Credit / NOL changes	655	-7	-47	-2
Increase the Sales Tax on Diesel	117	121	128	133
Decrease the Excise Tax on Diesel	-118	-121	-128	-133
Net change in revenues:	-11	-7	-47	-2

As indicated on the table below, this proposal augments funding for transit and highways over both the Governor's proposal and current law.

Expenditure Highlights of Tax Swap  
(Estimates in millions)

	2010-11	2011-12	2012-13	2013-14
Transit Operations via STA*	\$400	\$350	\$350	\$356
Intercity Rail and other State Operations	162	158	172	191
Net new Highway and Road	417	251	208	197

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\* 2010-11 funding amount is that appropriated in 2009-10 by this bill.

DLW:n1 2/22/10 Senate Floor Analyses

SUPPORT/OPPOSITION: NONE RECEIVED

\*\*\*\* END \*\*\*\*

# C/CAG AGENDA REPORT

**Date:** March 11, 2010  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Quarterly update on the implementation of the San Mateo County Smart Corridor project

(For further information or questions contact Parviz Mokhtari at (408) 425- 2433)

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## RECOMENDATION

That the C/CAG Board receives this status update on the implementation of the San Mateo County Smart Corridor project.

## FISCAL IMPACT

The estimated total cost of the project is \$25,000,000 and the sources of funds are as follows:

State Transportation Improvement Program (STIP)	\$11,000,000
Traffic Light Synchronization Program (TLSP)	\$ 10,000,000
San Mateo County Transportation Authority	\$ 3,000,000
C/CAG	<u>\$ 1,000,000</u>
Total	\$25,000,000

Since February 2009 approximately \$425,000 has been expended on the preparation of Plans, Specifications and Estimate (PS&E) for the pilot project. In addition, approximately \$520,000 has been expended on overall Project Management, preparation of various documents required by the Federal Highway Administration (FHWA), Environmental Documents and Project Report for the overall project.

## STATUS UPDATE

The present Smart Corridor project limits are along El Camino Real from Highway 380 on the north to Whipple Avenue on the south and include all major arterials connecting highway 101 to El Camino Real. The entire project has been divided into the following three projects:

- Project number 1 consists of El Camino Real and other major streets in the City of San Mateo from Hillsdale Boulevard to Highway 92 (**The pilot project**)
- Project number 3 includes El Camino Real and all other locations within the State right-of-way (**State portion**)
- Project number 4 consists of all local arterials and streets (**Local portion**)

ITEM 6.2.1

Project number 1:

Plans, Specifications and Environmental Documents for the pilot project in the City of San Mateo have been completed and Caltrans has approved and issued the required encroachment permit. The total cost of design, construction and construction management has been estimated at \$2,600,000. The design cost of approximately \$450,000 is funded by State Transportation Improvement Program (STIP) and the California Transportation Commission (CTC) has allocated \$1,000,000 out of Traffic Light Synchronization Program (TLSP) for construction of this project and the balance of \$1,150,000 will be financed by measure A sales tax funds provided by the San Mateo County Transportation Authority. The City of San Mateo will be ready to call for bids in April 2010 and it is estimated that the construction will be completed within five months following award of contract.

Project number 3:

Since project number 3 is all within the State right-of-way, it has been decided that Caltrans design the project and prepare all required construction documents and proceed with Construction Management and complete the project. Caltrans design team is on schedule to achieve 65% completion by early April 2010 and submit 100% plans and specifications to Headquarters for review and approval by the end of August and it is anticipated that final approval by the Headquarters will be completed in November 2010. Depending on CTC allocation of funds, the construction of the project can begin in February 2011 and be completed and tested by April 2012.

Project number 4:

C/CAG is responsible for the design of project number 4 that includes all local roads. In order to expedite the design, the project has been divided into two segments. The north segment includes all arterials from San Bruno Avenue to Poplar Avenue and the south segment is from Poplar Avenue to Whipple Avenue.

The C/CAG Board at the regular meeting of December 10, 2009, approved a contract for the design of north segment with the design firm of URS and a contract for the design of the south segment with Iteris. Both design firms have completed and submitted 35% plans for review and approval. The north segment cities of San Bruno, Burlingame, Millbrae and San Mateo have reviewed and commented on the plans. All comments have been incorporated in the plans and the cities have approved the 35% plans. The south segment cities of Redwood City, San Carlos, Belmont and San Mateo have received the 35% plans and we anticipate receiving their comments in first week of March. The 65% plans and specifications of both segments will be completed and submitted in April and both projects are on schedule to deliver 100% plans, specifications and estimate by mid-June.

The County of San Mateo Department of Public Works will be the awarding agency and will perform inspection and construction management of the project. C/CAG staff has prepared a draft agreement for review and approval by County staff and will be presented to the Board for approval at a future meeting. The construction of project 4 could begin in September 2010 pending allocation of funds by CTC.

As of this date, the entire project is on schedule and within budget.

ATTACHMENT

None.

# C/CAG AGENDA REPORT

**Date:** March 11, 2010

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Approval of Resolution 10-11 authorizing the C/CAG Chair to execute amendment No.1 to the funding agreement between City/County Association of Governments (C/CAG) and City of San Mateo for Design and Construction of Smart Corridor Demonstration Project for an additional amount of \$1,000,000, to a new total of \$2,600,000.

(For further information or questions contact Parviz Mokhtari (408) 425-2433)

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## **RECOMENDATION**

That the C/CAG Board review and approve Resolution 10-11 authorizing the C/CAG Chair to execute amendment No.1 to the funding agreement between City/County Association of Governments (C/CAG) and City of San Mateo for Design and Construction of Smart Corridor Demonstration Project for an additional amount of \$1,000,000, to a new total of \$2,600,000.

## **FISCAL IMPACT**

The total up to date cost of design, administration and project management is \$450,000 and the total estimated cost of construction, inspection, construction management, design support and testing is \$2,150,000 for a total of \$2,600,000.

## **FUNDING SOURCE**

The \$450,000 cost of design is funded by State Transportation Improvement Program (STIP) and the balance of \$2,150,000 will be financed by \$1,000,000 from the Traffic Light Synchronization Program (TLSP) State grant and \$1,150,000 from measure A sales tax funds provided by the San Mateo County Transportation Authority.

## **BACKGROUND**

The C/CAG Board at the regular meeting of September 11, 2008 approved a funding agreement with the City of San Mateo for design and construction of the Smart Corridor demonstration project between State Highway 92 and Hillsdale Boulevard by adopting resolution 08-42. and the City Council of the City of San Mateo at the meeting of October 20, 2008 adopted resolution 113 (2008) approving the agreement.

**ITEM 6.2.2**

Section (3.c.) of the agreement states:

“C/CAG agrees to reimburse the City 100% of the actual project cost of the demonstration project, as described in Exhibit A, upon CTC allocation of the TLSP, STIP, and local match funds. The total reimbursement from C/CAG to City in project costs should not exceed \$1,600,000.”

At the time of preparation of the agreement the scope of the project included City streets (Hillsdale Blvd, Saratoga Drive and Delaware Street) but did not include El Camino Real and the \$1,600,000 estimate was based on design and construction of the system on local streets. During consultant selection, based on Caltrans recommendations, El Camino Real from 37<sup>th</sup> Avenue to Highway 92 was added to the project and that major item increased the cost by \$1,000,000. It should be noted that this increase in pilot project cost reduces the overall project cost by \$1,000,000. Therefore, Section (3.c.) of the agreement must be amended to increase the project cost to \$2,600,000.

The following tables show the breakdown of the original cost estimate and the present cost estimate:

**OCTOBER 2008 ESTIMATE**

Design & Support Services	\$181,000
Construction	\$1,262,700
Construction Management & Support	\$135,750
<b>Total</b>	<b>\$1,579,450</b>

**Rounded up \$1,600,000**

**PRESENT ESTIMATE**

Design & Administration -	\$450,000
Construction	\$1,900,000
Construction Management & Support	\$250,000
<b>Total</b>	<b>\$2,600,000</b>

The design and preparation of all the required construction documents have been completed, CTC has allocated TLSP funds and the project will be ready to go out to bid following approval of this amendment.

**ATTACHMENTS**

1. Resolution 10-11
2. Amendment (No. 1) to the funding agreement between C/CAG and City of San Mateo for Design and Construction of the Smart Corridor Demonstration Project

## **RESOLUTION 10-11**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NO. 1 TO THE FUNDING AGREEMENT WITH THE CITY OF SAN MATEO FOR DESIGN AND CONSTRUCTION OF THE SMART CORRIDOR DEMONSTRATION PROJECT BETWEEN STATE HIGHWAY 92 AND HILLSDALE BOULEVARD NEAR THE SAN MATEO EXPOSITION CENTER, FOR AN ADDITIONAL AMOUNT OF \$1,000,000, TO A NEW TOTAL NOT TO EXCEED \$2,600,000**

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

**WHEREAS**, The C/CAG Board at regular meeting of September 11, 2008 approved a funding agreement with the City of San Mateo for design and construction of the Smart Corridor demonstration project between Highway 92 and Hillsdale Boulevard by adopting resolution 08-42; and

**WHEREAS**, The City Council of the City of San Mateo at regular meeting of October 20, 2008 adopted resolution 113 (2008) approving said agreement; and

**WHEREAS**, The scope of the project has been expanded to include El Camino Real from 37<sup>th</sup> Avenue to Highway 92; and

**WHEREAS**, Expansion of the scope of project to include El Camino Real has increased the cost of design and construction by \$1,000,000 to a new total of \$2,600,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Chair is hereby authorized to execute an amendment to the funding agreement with the City of San Mateo for the Smart Corridor demonstration project to increase the total cost by \$1,000,000 to a new total of \$2,600,000.

In accordance with C/CAG established policy, the Chair may administratively authorize up to an additional 5% of the total contract amount in the event that there are unforeseen costs associated with the project.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MARCH 2010.**

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Thomas M. Kasten, Chair





**AMENDMENT (No. 1) TO THE FUNDING AGREEMENT BETWEEN THE  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF SAN MATEO  
FOR DESIGN AND CONSTRUCTION OF THE SMART CORRIDOR  
DEMONSTRATION PROJECT**

THIS AMENDMENT No.1 is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the City of San Mateo (CITY), and the City/County Association of Governments of San Mateo County (C/CAG)

**WHEREAS**, C/CAG and the CITY entered into a funding agreement on October 20, 2008 (the "Original Agreement") for the design and construction of the Smart Corridor demonstration project (the "Demonstration Project"); and

**WHEREAS**, the scope of the Demonstration Project has been expanded to include El Camino Real from 37<sup>th</sup> Avenue to Highway 92; and

**WHEREAS**, expansion of the scope of the Demonstration Project has increased the cost of design and construction by \$1,000,000, to a new total of \$2,600,000; and

**WHEREAS**, C/CAG has identified a funding source for the increased cost of design and construction.

**NOW, THEREFORE**, in consideration of the foregoing, the parties agree as follows:

1. The following is hereby added to the end of Section 1 of the Original Agreement:

Exhibit A and the Scope of Work covered hereby (referenced as the "project" or the "Demonstration Project") shall include Smart Corridors Project work and improvements in the area of El Camino Real from Hillsdale Boulevard to 37<sup>th</sup> Avenue (the "Expanded Area"), in addition to the area of El Camino Real from State Highway 92 to Hillsdale Boulevard, such that the work and tasks described in Exhibit A shall apply to the Expanded Area.

2. Section 3.c. of the Original Agreement is hereby amended to read:

c. C/CAG agrees to reimburse the City 100% of the actual project cost of the design and construction of the Demonstration Project, which includes El Camino Real from 37<sup>th</sup> Avenue to Highway 92. The total reimbursement from C/CAG to City in project costs is not to exceed \$2,600,000.

3. All other provisions of the Original Agreement shall remain in full force and effect.

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS

CITY OF SAN MATEO

\_\_\_\_\_  
Thomas M. Kasten, C/CAG Chair

\_\_\_\_\_  
John Lee, Mayor

\_\_\_\_\_  
C/CAG Attorney (Approved as to form)

\_\_\_\_\_  
City Attorney (Approved as to form)



# C/CAG AGENDA REPORT

**Date:** March 11, 2010

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** Approval of Resolution 10-10 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the Construction phase of Project 3 of the San Mateo County Smart Corridors project, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with Caltrans.

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

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## **RECOMMENDATION**

That the C/CAG Board approve Resolution 10-10 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the construction phase of Project 3 of the San Mateo County Smart Corridors project, and further authorizing the Executive Director to make minor changes to said agreement upon consultation with Caltrans.

## **FISCAL IMPACT**

No impacts to the C/CAG budget.

## **SOURCE OF FUNDS**

\$8,700,000 in Traffic Light Synchronization Program (TLSP) and \$2,000,000 programmed in the 2008 in the Regional State Transportation Improvement Program (STIP) for a total of \$11,200,000

## **BACKGROUND/DISCUSSION**

The San Mateo County Smart Corridors project will implement inter-jurisdictional traffic management strategies by deploying integrated Intelligent Transportation Systems (ITS) elements and providing local jurisdictions the tools to manage recurring/non-recurring traffic congestion by improving traffic operations and mobility, optimizing existing roadway facilities, and addressing system efficiency and safety. The project will implementation communication infrastructure, traffic signal improvements, signal system interconnect, trailblazer and changeable message signs, closed circuit television cameras, and vehicle detection system. The project is located along portions of SR 82 (El Camino Real), parallel to the US 101 corridor from I-380 to the Whipple Avenue in San Carlos, and includes perpendicular local arterial streets.

ITEM 6.2.3

On October 9, 2008, the C/CAG Board authorized the execution of a cooperative agreement with Caltrans for the Design (Plans Specifications, and estimates) phase, and Right of Way phase of the San Mateo County Smart Corridors Project. The Design Cooperative Agreement was executed with Caltrans on May 19, 2009.

Per earlier description it was noted that this project would be broken into 5 separate projects:

- Project number 1 consists of El Camino Real and other major streets in the City of San Mateo from Hillsdale Boulevard to Highway 92 **(The pilot project)**
- Project number 2 is an internal State Project which interconnects signals along El Camino Real **(Separate State Funded Project)**
- Project number 3 includes El Camino Real and all other locations within the State right-of-way **(State portion)**
- Project number 4 consists of all local arterials and streets **(Local portion)**
- Project number 5 consist of software and hardware integration of the entire system **(State portion)**

Project number 3:

Since Project number 3 is within the State right-of-way, it has been decided that Caltrans would design the project, prepare all required construction documents, and proceed with Construction Management to complete the project. The schedule prepared by Caltrans staff indicates that the design will be completed by November 2010. Construction is estimated to begin in February 2011 and be completed by April 2012. The project will be 65% design complete in April 2010.

Caltrans will advertise, award, and administer the construction contract for Project 3. A draft of the Construction Phase Cooperative Agreement has been developed through the Caltrans Cooperative Agreements office and has been reviewed by C/CAG Legal Counsel. C/CAG has minor comments, which will be returned to Caltrans. These comments should be resolved in the next few weeks dependent on Caltrans internal review.

A draft of the agreement is attached hereto and will be approved as to form by C/CAG Legal Counsel prior to execution. A Board resolution is required for execution of this agreement.

ATTACHMENTS

- Resolution 10-10
- Draft Cooperative Agreement

**RESOLUTION 10-10**

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**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 WITH CALTRANS FOR THE  
CONSTRUCTION PHASE OF PROJECT 3 OF THE SAN MATEO COUNTY SMART  
CORRIDORS PROJECT, AND FURTHER AUTHORIZING THE EXECUTIVE  
DIRECTOR TO MAKE MINOR CHANGES TO SAID AGREEMENT UPON  
CONSULTATION WITH CALTRANS**

\*\*\*\*\*

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

**WHEREAS**, C/CAG is the designated Congestion Management Agency for San Mateo County; and

**WHEREAS**, C/CAG has developed the San Mateo County Smart Corridors Project to implement traffic management strategies with the deployment of Intelligent Transportation Systems (ITS); and

**WHEREAS**, C/CAG and the California Department of Transportation (Caltrans) are partners in the Construction phase of the San Mateo County Smart Corridors Project; and

**WHEREAS**, Caltrans will be the project implementation agency for Project 3 and C/CAG will act as the Project Sponsor; and

**WHEREAS**, the Cooperative Agreement term is set to expire at the completion of the Construction Phase of the Smart Corridors Project; and

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute a Cooperative Agreement between C/CAG and Caltrans for the Construction Phase of Project 3 of the San Mateo County Smart Corridors Project, and further authorizes the Executive Director to make minor changes to said agreement upon consultation with Caltrans. The final agreement will be reviewed and approved by C/CAG Legal Counsel as to form.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MARCH 2010.**

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*Thomas M. Kasten, C/CAG Chair*



~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~  
Template Last Updated 7/21/2009

## COOPERATIVE AGREEMENT

This agreement, effective on \_\_\_\_\_, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:  
(R.11)

City/County Association of Governments of San Mateo County, a political subdivision of the State of California, referred to as C/CAG. (R.11b)

### RECITALS

1. CALTRANS and C/CAG, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements within the SHS right of way per Streets and Highways Code sections 114 and/or 130. (R.1)
2. WORK completed under this agreement contributes toward deployment of Intelligent Transportation System elements along State routes and local streets in San Mateo County, referred to as PROJECT. (R.2)
3. PARTNERS will cooperate to complete Construction.(R.4)
4. This agreement is separate from and does not modify or supersede prior Cooperative Agreement No. 04-2224 and 04-2238. (R.7)
5. Prior to this agreement, C/CAG developed the Project Initiation Document. (R.13)
6. C/CAG prepared the environmental documentation for PROJECT. (R.18)
7. The estimated date for COMPLETION OF WORK is May 31, 2012. (R16)
8. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK. (R.8)

### DEFINITIONS

**CALTRANS STANDARDS** – CALTRANS policies and procedures, including, but not limited to, the guidance provided in the *Guide to Capital Project Delivery Workplan Standards*

~~This agreement is not approvable.  
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(previously known as WBS Guide) available at  
<http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. (D.3)

**CEQA** – The California Environmental Quality Act (California Public Resources Code, sections 21000 et seq.) that requires State and local agencies to identify the significant environmental impacts of their actions and to avoid or mitigate those significant impacts, if feasible. (D. 12)

**COMPLETION OF WORK** – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT. (D.4)

**CONSTRUCTION** – The project component that includes the activities involved in the administration, acceptance, and final documentation of a construction contract for PROJECT. (D.31)

**COOPERATIVE AGREEMENT CLOSURE STATEMENT** – A document signed by PARTNERS that verifies the completion of all scope, cost, and schedule commitments included in this agreement. (D.21)

**FHWA** – Federal Highway Administration. (D.28)

**FHWA STANDARDS** – FHWA regulations, policies and procedures, including, but not limited to, the guidance provided at <http://www.fhwa.dot.gov/programs.html>. (D.25)

**FUNDING PARTNER** – A partner who commits a defined dollar amount to WORK. (D.18)

**FUNDING SUMMARY** - The table in which PARTNERS designate funding sources, types of funds, and the project components in which the funds are to be spent. Funds listed on the FUNDING SUMMARY are “not-to-exceed” amounts for each FUNDING PARTNER. (D.22)

**HM-1** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law whether it is disturbed by PROJECT or not. (D.1)

**HM-2** – Hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by PROJECT. (D.2)

**HM MANAGEMENT ACTIVITIES** – Management activities related to either HM-1 or HM-2 including, without limitation, any necessary manifest requirements and disposal facility designations. (D.38)

**IMPLEMENTING AGENCY** – The partner responsible for managing the scope, cost, and schedule of a project component to ensure the completion of that component. (D.5)



This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.

**IQA** – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner. (D.7)

**NEPA** – The National Environmental Policy Act of 1969 that establishes a national policy for the environment and a process to disclose the adverse impacts of projects with a federal nexus. (D.14)

**PARTNERS** – The term that collectively references all of the signatory agencies to this agreement. This term only describes the relationship between these agencies to work together to achieve a mutually beneficial goal. It is not used in the traditional legal sense in which one partner’s individual actions legally bind the other partners. (D.20)

**PROJECT MANAGEMENT PLAN** – A group of documents used to guide a project’s execution and control throughout the project’s lifecycle. (D.15)

**RESIDENT ENGINEER** – A civil engineer licensed in the State of California who is responsible for construction contract administration activities. Said engineer shall be independent of the design engineering company and the construction contractor. (D.8)

**SAFETEA-LU** – The Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users, signed into federal law on August 10, 2005. (D.36)

**SCOPE SUMMARY** – The table in which PARTNERS designate their commitment to specific scope activities within each project component as outlined by the *Guide to Capital Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://www.dot.ca.gov/hq/projmgmt/guidance.htm>. (D.26)

**SHS** – State Highway System. (D.37)

**SPONSOR(S)** – The partner that accepts the obligation to secure financial resources to fully fund WORK. This includes any additional funds beyond those committed in this agreement necessary to complete the full scope of WORK defined in this agreement or settle claims. (D.9)

**SFM (State Furnished Material)** – Any materials or equipment supplied by CALTRANS. (D.17)

**WORK** – All scope and cost commitments included in this agreement. (D.16)

## **RESPONSIBILITIES**

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

9. C/CAG is SPONSOR for all WORK. (R.5)
10. CALTRANS and C/CAG are FUNDING PARTNERS for this agreement. Their funding commitments are defined in the FUNDING SUMMARY. (R.15)
11. CALTRANS is the CEQA lead agency for PROJECT. (R.17)
12. CALTRANS is the NEPA lead agency for PROJECT. (R.19)
13. CALTRANS is IMPLEMENTING AGENCY for CONSTRUCTION. (R.6.b)

### SCOPE

#### **Scope: General**

14. All WORK will be performed in accordance with federal and California laws, regulations, and standards.  
  
All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS. (S.a.17)
15. IMPLEMENTING AGENCY for a project component will provide a Quality Management Plan for that component as part of the PROJECT MANAGEMENT PLAN. (S.a.28)
- ~~16. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS. (S.a.15)~~
- ~~17.~~16. C/CAG may provide IQA for the portions of WORK outside existing and proposed SHS right of way. (S.a.40)
- ~~18.~~17. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments. (S.a.14)
- ~~19.~~18. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them. (S.a.47)
- ~~20.~~19. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK. (S.a.13)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

21-20. PARTNERS will conform to sections 1720 – 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include wage requirements in all contracts for "public work" and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for "public work". (S.a.50)

22-21. IMPLEMENTING AGENCY for each project component included in this agreement will be available to help resolve WORK-related problems generated by that component for the entire duration of PROJECT. (S.a.2)

23-22. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

Contractors and/or agents, and utility owners will not perform WORK without an encroachment permit issued in their name. (S.a.10)

24-23. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection. (S.a.26)

25-24. PARTNERS will hold all administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT in confidence to the extent permitted by law. Where applicable, the provisions of California Government Code section 6254.5(e) will govern the disclosure of such documents in the event that PARTNERS share said documents with each other.

PARTNERS will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete WORK without the written consent of the partner authorized to release them, unless required or authorized to do so by law. (S.f.12)

26-25. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents. (S.a.33)

27-26. If HM-1 or HM-2 is found during WORK, IMPLEMENTING AGENCY for the project component during which it is found will immediately notify PARTNERS. (S.a.35)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

- ~~28.27. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule. (S.a.51)~~
- ~~29.28. If HM-1 is found outside existing SHS right of way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. C/CAG, in concert with the local agency having land use jurisdiction over the parcel(s), will ensure that HM-1 MANAGEMENT ACTIVITIES are undertaken with minimum impact to PROJECT schedule. C/CAG, independent of PROJECT, is responsible for any HM-1 found within the Project limits outside existing SHS right of way. C/CAG will undertake or cause to be undertaken HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule. (S.a.52)~~
- 30.29. If HM-2 is found within PROJECT limits, the public agency responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for HM-2 MANAGEMENT ACTIVITIES. (S.a.53)
- 31.30. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition. (S.a.54)
- 32.31. PARTNERS will comply with all of the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each partner's responsibilities in this agreement. (S.f.30)
- 33.32. IMPLEMENTING AGENCY for each project component will furnish PARTNERS with written monthly progress reports during the implementation of WORK in that component. (S.a.4)
- 34.33. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS. (S.a.19)
- 35.34. IMPLEMENTING AGENCY for a project component will accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK in that component. (S.a.42)
- 36.35. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner until after PARTNERS confer on claim. (S.a.34)

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It must be sent to the HQ Office of Cooperative Agreements for review.~~

37.36. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years from the date of final federal voucher, whichever is later. (S.a.16)

38.37. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State auditor, FHWA, and C/CAG will have access to all WORK-related records of each partner for audit, examination, excerpt, or transaction.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation.

The audited partner will review the preliminary audit, findings, and recommendations, and provide written comments within 60 calendar days of receipt.

Any audit dispute not resolved by PARTNERS is subject to dispute resolution. Any costs arising out of the dispute resolution process will be paid within 30 calendar days of the final audit or dispute resolution findings. (S.a.31)

39.38. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing. However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law. (S.a.32)

40.39. PARTNERS will not incur costs beyond the funding commitments in this agreement. If IMPLEMENTING AGENCY anticipates that funding for WORK will be insufficient to complete WORK, SPONSOR(S) will seek out additional funds and PARTNERS will amend this agreement. (S.a.1)

41.40. If WORK stops for any reason, IMPLEMENTING AGENCY will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS. (S.a.56)

42.41. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes. (S.a.57)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

43.42. Each partner accepts responsibility to complete the activities that they selected on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement. (S.a.38)

**Scope: CONSTRUCTION**

44.43. CALTRANS will advertise, open bids, award, and approve the construction contract in accordance with the Public Contract Code and the California Labor Code.

CALTRANS will not advertise the construction contract until CALTRANS completes or accepts the final plans, specifications, and estimate package; CALTRANS approves the Right of Way Certification; and FUNDING PARTNERS fully fund WORK.

By accepting responsibility to advertise and award the construction contract, CALTRANS also accepts responsibility to administer the construction contract. (S.g.2)

45.44. CALTRANS will provide a RESIDENT ENGINEER and construction support staff who are independent of the design engineering company and construction contractor. (S.i.13)

46.45. PARTNERS will implement changes to the construction contract through contract change orders (CCOs). PARTNERS will review and concur on all CCOs over \$20,000. All CCOs affecting public safety or the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS *Construction Manual* will be approved by CALTRANS in advance of the CCO work to be performed. (S.i.2)

47.46. If the lowest responsible construction contract bid (plus estimated contingencies, supplemental costs and State Furnished Material costs) is equal to or less than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, the IMPLEMENTING AGENCY may award the contract. If the lowest responsible construction contract bid is greater than the amount shown on the FUNDING SUMMARY for CONSTRUCTION Capital, all PARTNERS must be involved in determining how to proceed. If PARTNERS do not agree in writing on a course of action within 15 working days, this agreement will terminate. (S.i.14)

48.47. CALTRANS will require the construction contractor to furnish payment and performance bonds naming CALTRANS as obligee and to carry liability insurance in accordance with CALTRANS specifications. (S.i.15)

49.48. C/CAGCALTRANS will renew, extend, and/or amend all resource agency permits as necessary. (S.i.23)

~~This agreement is not approvable.  
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50.49. CALTRANS will provide maintenance for those portions of the SHS within WORK limits until PARTNERS execute a separate maintenance agreement.

PARTNERS will execute a separate maintenance agreement prior to COMPLETION OF WORK (S.i.25)

### COST

#### **Cost: General**

51.50. SPONSOR(S) will secure funds for all WORK including any additional funds beyond the FUNDING PARTNERS' existing commitments in this agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this agreement. (C.b.22)

52.51. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost. (C.b.19)

53.52. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way. (C.b.27)

54.53. Independent of PROJECT, all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found outside the existing SHS right of way will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located. ~~C/CAG, independent of PROJECT, will pay, or cause to be paid, all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found within PROJECT limits and outside of existing SHS right of way.~~ (C.b.28)

55.54. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost. (C.b.29)

56.55. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost. (C.b.25)

57.56. The cost to comply with and implement the commitments set forth in the environmental documentation is a WORK cost. (C.b.37)

58.57. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost. (C.f.3)

59.58. The cost of any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost. (C.b.33)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

~~60-59.~~ Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way. (C.b.4)

~~61-60.~~ Independent of WORK costs, C/CAG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way. (C.b.23)

~~62-61.~~ Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners. (C.b.26)

~~63-62.~~ The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost. (C.b.24)

~~64-63.~~ Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process. (C.b.31)

~~65-64.~~ If there are insufficient funds in this agreement to implement applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, the partner implementing the commitments or conditions accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That partner may request reimbursement for these costs during the amendment process. (C.b.38)

~~66-65.~~ PARTNERS will pay invoices within 30 calendar days of receipt of invoice. (C.x.6)

~~67-66.~~ FUNDING PARTNERS accept responsibility to provide the funds identified on the FUNDING SUMMARY. (C.b.16)

~~68-67.~~ SPONSOR(S) accepts responsibility to ensure full funding for the identified scope of work. (C.b.36)

**Cost: CONSTRUCTION Support**



~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

~~69.68.~~ The cost to maintain the SHS within WORK limits is a WORK cost until PARTNERS execute a separate maintenance agreement. (C.i.8)

**Cost: CONSTRUCTION Capital**

~~70.69.~~ The cost of all STATE FURNISHED MATERIAL is a CONSTRUCTION capital cost.

CALTRANS will invoice C/CAG for the actual cost of any STATE-FURNISHED MATERIAL. (C.i.10)

**SCHEDULE**

~~71.70.~~ PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN. (S.a.30) (S.a.58)

**GENERAL CONDITIONS**

~~72.71.~~ This agreement will be understood in accordance with and governed by the Constitution and laws of the State of California. This agreement will be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. (L.I.15)

~~73.72.~~ All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission. (L.I.3)

~~74.73.~~ Any PARTNER who performs IQA does so for its own benefit, further, that PARTNER cannot be assigned liability due to it's IQA activities. (L.I.26)

~~75.74.~~ PARTNERS acknowledge that they are responsible to meet the requirements of Government Code Section 8879.20 et al. (Proposition 1 legislation), the governor's Executive Order 2007-S-02-07, and the California Transportation Commission (CTC) program guidelines for the applicable account.

Right of way purchased using bond funds will become the property of CALTRANS, and any revenue from the sale of excess lands originally purchased with bond funds will revert to CALTRANS. (L.I.28)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

~~76-75.~~ Neither C/CAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this agreement.

It is understood and agreed that CALTRANS will fully defend, indemnify, and save harmless C/CAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS under this agreement. (L.I.4a)

~~77-76.~~ Neither CALTRANS nor any officer or employee thereof is responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by C/CAG under or in connection with any work, authority, or jurisdiction conferred upon C/CAG under this agreement.

It is understood and agreed that C/CAG will fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by C/CAG under this agreement. (L.I.4)

~~78-77.~~ This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law. (L.I.5)

~~79-78.~~ PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement. (L.I.14)

~~80-79.~~ Any ambiguity contained in this agreement will not be interpreted against PARTNERS. PARTNERS waive the provisions of California Civil Code section 1654. (L.I.13)

~~81-80.~~ A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement. (L.I.16)

~~82-81.~~ A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary. (L.I.17)

~~This agreement is not approvable.  
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83.82. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution. (L.I.10)

84.83. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of C/CAG will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTNERS from full and timely performance of WORK in accordance with the terms of this agreement. However, if any partner stops WORK, the other partner(s) may seek equitable relief to ensure that WORK continues.

Except for equitable relief, no partner may file a civil complaint until after mediation, or 45 calendar days after filing the written mediation request, whichever occurs first.

Any civil complaints will be filed in the Superior Court of the county in which the CALTRANS district office signatory to this agreement resides. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief. (L.I.18)

85.84. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution. (L.I.19)

86.85. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement. (L.I.12)

87.86. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK. (L.I.8)

88.87. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks. (S.f.14)

89.88. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement. (L.I.1)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

90.89. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, and ownership articles will remain in effect until terminated or modified in writing by mutual agreement. (L.I.6)

91.90. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY.(L.I.22)

92.91. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached. (L.I.11)

### CONTACT INFORMATION

The information provided below indicates the primary contact data for each partner to this agreement. PARTNERS will notify each other in writing of any personnel or location changes. These changes do not require an amendment to this agreement. (L.I.23)

The primary agreement contact person for CALTRANS is:  
Al B. Lee, Project Manager  
111 Grand Avenue  
Oakland, California 94612  
Office Phone: (510) 286-7211  
Email: al\_b\_lee@dot.ca.gov (L.I.20)

The primary agreement contact person for C/CAG is:  
Jean Higaki, Transportation System Coordinator  
555 County Center, 5th Floor  
Redwood City, California 94063  
Office Phone: (650) 599-1462  
Email: jhigaki@co.sanmateo.ca.us  
(L.I.21)

~~This agreement is not approvable.  
It must be sent to the HQ Office of Cooperative Agreements for review.~~

**SIGNATURES**

PARTNERS declare that:

1. Each partner is an authorized legal entity under California state law.
2. Each partner has the authority to enter into this agreement.
3. The people signing this agreement have the authority to do so on behalf of their public agencies. (L.I.9)

STATE OF CALIFORNIA  
DEPARTMENT OF TRANSPORTATION

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF SAN MATEO COUNTY

By: \_\_\_\_\_  
Helena (Lenka) Culik-Caro  
Deputy District Director (Design)

By: \_\_\_\_\_  
Thomas M. Kasten  
C/CAG Chair

CERTIFIED AS TO FUNDS:

Attest: \_\_\_\_\_  
Richard Napier  
Executive Director

By: \_\_\_\_\_  
Cynthia Stratton  
District Budget Manager

This agreement is not approvable.  
 It must be sent to the HQ Office of Cooperative Agreements for review.

**SCOPE SUMMARY**

4	5	6	7	8	Description	CALTRANS	C/CAG	N/A
5					<b>Construction (CON) - 270, 285, 290, 295</b>	X	X	
	270				Construction Engineering and General Contract Administration	X		
	285				Contract Change Order Administration	X		
	290				Resolve Contract Claims	X		
	295				Accept Contract, Prepare Final Construction Estimate, and Final Report	X		

This agreement is not approvable.  
 It must be sent to the HQ Office of Cooperative Agreements for review.

**FUNDING SUMMARY**

Funding Source	Funding Partner	Fund Type	CON Capital	CON Support	Subtotal Support	Subtotal Capital	Subtotal Funds Type
STATE	CALTRANS/CAG	Bond - Traffic Light Synchronization	<del>\$78,700,000,000.00</del>	\$1,000,000.00	\$1,000,000.00	<del>\$78,700,000,000.00</del>	<del>\$89,700,000,000.00</del>
STATE	C/CAG	STIP/RIP	<del>\$21,000,700,000.00</del>	\$500,000.00	\$500,000.00	<del>\$21,000,700,000.00</del>	<del>\$2,500,200,000.00</del>
		Subtotals by Component	\$9,700,000.00	\$1,500,000.00	\$1,500,000.00	\$9,700,000.00	\$11,200,000.00

[r11]Caltrans is Implementing Agency and we do not do IQA on ourselves.

[r12]Revised to conform with the HM-1 language that was approved for Authorities and included in the PSE & RW Agmt for this Project.

[r13]Revised to conform with the HM-1 language that was approved for Authorities and included in the PSE & RW Agmt for this Project.



## C/CAG AGENDA REPORT

**DATE:** March 11, 2010

**TO:** City/County Association of Governments Board of Directors

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Approval of Resolution 10-13 authorizing the C/CAG Chair to execute an agreement with Hythane for the San Francisco International Airport (SFIA) Hydrogen Station for a maximum amount of \$200,000 consistent with prior Board Action

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(If there are any questions please contact Richard Napier at 650 599-1420)

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### **RECOMMENDATION:**

Approval of Resolution 10-13 authorizing the C/CAG Chair to execute an agreement with Hythane for the San Francisco International Airport (SFIA) Hydrogen Station for a maximum amount of \$200,000 consistent with prior Board action in accordance with the staff recommendation.

### **FISCAL IMPACT:**

There will be a \$200,000 fiscal impact upon the AB1546 funds. This is included in the adopted C/CAG budget and was specifically authorized for the San Francisco International Airport (SFIA) Hydrogen Station at the June 11, 2009 Board Meeting.

### **SOURCE OF FUNDS:**

Funding to support this agreement will be derived from the proceeds of a fee on motor vehicles registered in San Mateo County, as authorized under California Government Code Section 65089.11 seq. (alias AB 1546).

### **BACKGROUND/DISCUSSION:**

At the June 11, 2009 C/CAG Board Meeting, the Board authorized the C/CAG Chair to enter into a funding agreement with San Francisco International Airport (SFIA) for the Hydrogen Station for a maximum amount of \$200,000 consistent with the previously executed Memorandum of Understanding between the parties. See the attached June 11, 2009 Staff Report and the adopted Resolution 09-29. Since that Board action, San Francisco International Airport has requested that the agreement instead be between C/CAG and Hythane for the \$200,000, since Hythane will build the hydrogen station. Therefore, this item only asks that the agreement be with Hythane instead of San Francisco International Airport. All other conditions of approval remain the same. Therefore, staff is requesting that the Board adopt Resolution 10-13 authorizing the C/CAG Chair to execute an agreement with Hythane for the San Francisco International

ITEM 6.3

Airport (SFIA) Hydrogen Station for a maximum amount of \$200,000 consistent with prior Board action.

The C/CAG basis for the contribution to the building of the San Francisco International Airport Hydrogen fueling station was the commitment to develop a hydrogen fueling station in San Mateo County. This was reflected in the Memorandum of Understanding between C/CAG and San Francisco International Airport. The contribution and building of the hydrogen station was not contingent on the availability of the Ford Hydrogen shuttle.

#### **ATTACHMENTS**

- Resolution 10-13
- Agreement between C/CAG and Hythane
- C/CAG Staff Report Dated June 11, 2009
- Resolution 09-29 (Adopted)

## **RESOLUTION 10-13**

### **AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH HYTHANE FOR THE SAN FRANCISCO INTERNATIONAL AIRPORT (SFIA) HYDROGEN STATION FOR A MAXIMUM AMOUNT OF \$200,000 CONSISTENT WITH PRIOR BOARD ACTION**

**WHEREAS**, the City/County Association of Governments (C/CAG) of San Mateo County is a Joint Powers Authority created by the Cities and the County; and,

**WHEREAS**, C/CAG partnered with San Francisco International Airport (SFIA) and Hythane to submit an application for a State grant; and

**WHEREAS**, on April 6, 2009 the California Air Resources Board awarded a \$1.7 million grant to San Francisco International Airport (SFO) and it's partners to develop the hydrogen fueling station at SFO; and

**WHEREAS**, the C/CAG Board (Resolution 09-29) authorized the C/CAG Chair to execute an agreement with San Francisco International Airport for a maximum of \$200,000 on June 11, 2009; and

**WHEREAS**, San Francisco International Airport has requested that the funding agreement be between C/CAG and Hythane for the \$200,000;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the City/County Association of Governments of San Mateo County authorizes the Chair to execute an agreement with Hythane for the San Francisco International Airport (SFO) hydrogen fueling station for a maximum amount of \$200,000.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MARCH 2010.**

---

Thomas M. Kasten, Chair



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

Hythane Company

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Hythane Company, 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 executed a Memorandum of Understanding with San Francisco International Airport (SFO) to pursue grant funding for a hydrogen fueling station at San Francisco International Airport; and

WHEREAS, C/CAG and SFO partnered with Hythane for a State grant for a hydrogen fueling station; and

WHEREAS, the C/CAG Board authorized \$200,000 to supports the hydrogen fueling station at San Francisco International Airport at its 06/11/09 Board Meeting; and

WHEREAS, San Francisco International Airport has requested that C/CAG provide the funding directly to Hythane; and

WHEREAS, C/CAG is prepared to award funding for the development of an alternative energy/fuel dispensing station for Hythane® at San Francisco International Airport;

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A, attached hereto (the "Services"). All Services are to be performed and completed by December 31, 2010.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Consultant for Other Direct Costs as set forth in Exhibit A up to a maximum amount of two hundred thousand dollars (\$200,000) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Assignment. The services to be provided by the Contractor include personal services for C/CAG, Contractor shall not assign this Agreement or any portion hereof to a third party without the prior written consent of C/CAG.
5. Contract Term. This Agreement shall be in effect as of December 1, 2009 and shall terminate on December 31, 2010; 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 and materials purchased and incorporated into the construction prior to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

The duty 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. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

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

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

Required insurance shall include:

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

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

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

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

9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. 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.

12. 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.
13. 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.



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

City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
Attention: \_\_\_\_\_

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

Hythane Company  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

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

Hythane Company (Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
Date

City/County Association of Governments (C/CAG)

By \_\_\_\_\_

Thomas M. Kasten, C/CAG Chair

\_\_\_\_\_  
Date

C/CAG Legal Counsel

By \_\_\_\_\_



## EXHIBIT A

### PROJECT SUMMARY & SCOPE OF SERVICES

#### SFO Hythane Station Demonstration Project

##### Project Description

In an effort to bring additional alternative fuels to the San Francisco International Airport (SFO), SFO and its project partner, the City/County Association of Governments of San Mateo County (C/CAG), approached Hythane<sup>®</sup> to develop and operate an on-airport fueling station dispensing Hythane<sup>®</sup> a mixture of natural gas and hydrogen (7% hydrogen by energy, 3% by mass and 20% by volume). Since the early 1990s, a variety of studies and demonstration projects have shown that a mixture of 20% H<sub>2</sub> in natural gas produces the most benefits for the least amount of hydrogen (the most economic leverage from the use of relatively expensive hydrogen). Hythane<sup>®</sup> has also been found to reduce NO<sub>x</sub> (oxides of nitrogen) emissions by 30% to 50% for all Hythane<sup>®</sup> projects to-date, with additional reductions in other emissions and no penalty in power or fuel efficiency, proven in applications from light-duty trucks to heavy-duty passenger buses. In addition, grants from the Bay Area Air Quality Management District (BAAQMD) will provide a fleet of 27 CARB/EPA emissions certified, Hythane<sup>®</sup> engine calibrated BAF technologies/Ford E450 CNG shuttle buses to be distributed to shuttle bus fleets operating in the Airport vicinity for these vehicles.

Additional funding from the BAAQMD and C/CAG will provide cost share for the proposed development of Hythane<sup>®</sup> fueling infrastructure. Indirect (but critical) support funding is also provided by the California Air Resources Board (CARB) and the California Hydrogen Highway Network (CAH2Net). A recent CAH2Net grant will fund a hydrogen fueling facility provided by Linde Gas, LLC. The proposed Hythane<sup>®</sup> fuel station (Station) will be co-located with the hydrogen facility for the production of blended Hythane<sup>®</sup> fuel. Hythane Company will provide the balance of funding and invest the remaining cost share to initiate the project and operate the station for a minimum of 5 years after completion

## Project Location

The Station will be located at the southwestern area of the Airport in the proximity of existing alternative fuel infrastructure (i.e., CNG fueling station).



Source: Hythane Company

## **Contractor Tasks**

In general, the Contractor will:

- Design, construct, and install an alternative fuel refueling station at San Francisco International Airport (SFO) to provide a hydrogen-enriched, “premium blend” of natural gas & hydrogen -- Hythane<sup>®</sup>, to airport –based ground transportation and other fleet vehicles
- Own and operate the Station for at least 5 years after completion of construction and commissioning
- Continually investigate funding and investment opportunities to increase both the refueling capacity of the station and the diversity of certified Hythane<sup>®</sup> vehicles and fleet operator customers.

## **Project Benefits**

The overall project (the Station and initial Hythane<sup>®</sup> vehicle fleet) will displace approximately 300,000 gallons of gasoline per year with capability of displacing additional gasoline as vehicles are added to the project.

Hythane<sup>®</sup> is a practical way to utilize hydrogen in vehicles with today’s technology. Hythane<sup>®</sup> provides leveraged benefits to justify hydrogen infrastructure investment, even before dedicated hydrogen vehicle technology becomes economically competitive.

## **COST RATE SCHEDULE**

### **Project Budget**

The total proposed project cost is \$1,380,079. The relevant cost share of \$405,000 is expected to come from C/CAG and other agencies such as the BAAQMD. The remaining \$975,079 will be provided as Hythane Company’s cost share contribution as cash and services. Budget details are shown below. C/CAG’s cost share of \$200,000 will be applied to Other Direct Costs, including but not limited to major equipment, materials and supplies. Direct Labor and Travel costs will be born by Hythane Company and other project partners.

**Other Direct Costs (Estimated)**

<b>OTHER DIRECT COSTS</b>	
<b><u>Major Equipment</u></b>	
Natural Gas Dryer (Two - STV14NGX )	\$ 25,000
Blender	\$ 100,000
Hythane Compressor (330 scfm / 530 Nm3/hr)	\$ 300,000
PSP Panels	\$ 14,500
Hythane Buffer Tank (102 ft3)	\$ 125,000
Dispenser w/ Card Reader	\$ 60,000
	\$ 624,500.00
<b><u>Material and Supplies</u></b>	
Safety System (UV/IR & Gas Detectors)	\$ 12,500
Station Controls PLC	\$ 15,000
Electrical Equipment	\$ 20,000
Piping/Fittings/Valves/Misc	\$ 25,000
Instrumentation (Transducers, Gauges)	\$ 6,500
Misc supplies	\$ 8,500
	\$ 87,500.00
<b><u>Other ODCs</u></b>	
Shipping	\$ 15,000.00
Travel (8 total trips) – Details follow	\$ 53,000.00
	\$ 68,000.00
<b><u>Subcontracts</u></b>	
Electrical Subcontractor	\$ 45,000.00
Mechanical Subcontractor	\$ 25,000.00
On-site Construction & Utility Tie-in	\$ 75,000.00
Permitting	\$ 10,000.00
Safety Review –HCI	\$ 3,500.00
Draftsman	\$ 3,500.00
	\$ 162,000.00
<b>TOTAL OTHER DIRECT COSTS</b>	<b>\$ 942,000.00</b>

\*Estimated Costs are provided by Hythane Company and are derived from engineering estimates and prior invoices.

**Project Schedule**

The project schedule is dependent with the installation schedule of the adjacent Linde Gas, LLC hydrogen station, which has not yet been finalized. Both stations are planned to be completed by mid-2010, based on commencement of project planning and initial design.

## Milestones

**Milestone:** Kick Off Meeting  
**Planned Date:** Month 1

**Milestone:** Lease and Funding Agreements  
**Planned Date:** Month 5 of project

**Milestone:** Issue for Construction Package  
**Planned Date:** Month 6 of project

**Milestone:** Construction/Building Permits  
**Planned Date:** Month 8 of the project

**Milestone:** Equipment Procurement  
**Planned Date:** Month 9 of project

**Milestone:** Installation and Commissioning  
**Planned Date:** Month 12 of project

**Milestone:** Station Training  
**Planned Date:** Month 12 of Project

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# C/CAG AGENDA REPORT

**DATE:** June 11, 2009

**TO:** City/County Association of Governments Board of Directors

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 09-29 authorizing the C/CAG Chair to enter into a funding agreement with San Francisco International Airport (SFIA) for the Hydrogen Station for a maximum amount of \$200,000 consistent with the previously executed Memorandum of Understanding between the parties.

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(If there are any questions please contact Richard Napier at 650 599-1420)

## **RECOMMENDATION:**

Review and approval of Resolution 09-29 authorizing the C/CAG Chair to enter into a funding agreement with San Francisco International Airport (SFIA) for the Hydrogen Station for a maximum amount of \$200,000 consistent with the previously executed Memorandum of Understanding between the parties in accordance with the staff recommendations.

## **FISCAL IMPACT:**

There will be a \$200,000 fiscal impact upon the AB1546 funds. Included in adopted C/CAG budget.

## **SOURCE OF FUNDS:**

Funding to support this agreement will be derived from the proceeds of a fee on motor vehicles registered in San Mateo County, as authorized under California Government Code Section 65089.11 seq. (alias AB 1546).

## **BACKGROUND/DISCUSSION:**

On April 20, 2004, Governor Arnold Schwarzenegger signed Executive Order S-7-04 calling for the development of the California Hydrogen Highway Blueprint Plan. On the same day, he designated the University of California-Davis' hydrogen station as Station #1 of the California Hydrogen Highway Network (CA H2 Net). The CA H2 Net is a State initiative to promote the use of hydrogen as a means of diversifying our sources of transportation energy used while ensuring environmental and economic benefits.

C/CAG committed to the Governors office to include support for alternative fuel shuttles including hydrogen as part of the AB 1546 program that would authorize a \$4 motor

vehicle fee for C/CAG for 3.5 years. This was signed by the Governor and the program provided \$9.4M to C/CAG with \$4.7M going directly to the cities and County.

Therefore, on March 10, 2005 the C/CAG Board approved Resolution 05-08 adopting a fee and the programs that can be funded with the proceeds of the fee<sup>1</sup>. One of those programs is the maintenance and operation of up to four hydrogen and/or other clean fuel shuttle vehicles and related infrastructure. To provide infrastructure support for this program, C/CAG developed the San Mateo Hydrogen Highway as a countywide approach to implementing the CA H2 Net in San Mateo County.

#### **C/CAG - SFO Memorandum of Understanding:**

The C/CAG Board entered into a Memorandum of Understanding (MOU) with SFO on 5/11/06 to jointly develop a fueling station. C/CAG has been working SFO for several years in pursuing grants for a hydrogen and hydrogen blend fueling station. Given the large number of hydrogen and hydrogen blend shuttles used at SFO, this is an excellent high profile site. Given the complexity and the potential risks C/CAG staff limited C/CAG's role to providing a limited amount of one time match funding. C/CAG has no other obligation. The proposal included \$200,000 in matching funds to support a station at SFO. SFO partnered with C/CAG, Linde, and Hythane to submit a proposal to the California Air Resources Board (CARB) for funding for a fueling station. On April 6, 2009 the California Air Resources Board (CARB) awarded a \$1.7 million grant to San Francisco International Airport and its partners (including C/CAG) to develop the SFO project. Additional match funding of \$500,000 will come from other project partners. Therefore, at this time it is recommended that C/CAG make a commitment to provide \$200,000 in match funding. The funds will be derived from the DMV Fee program and is currently included in the adopted budget. Even with the \$200,000 C/CAG will have spent significantly less funds than originally planned for the Hydrogen Highway.

#### **C/CAG Benefits:**

As a result of this effort, C/CAG in the future will have a hydrogen fueling station in San Mateo County. There will be an air quality benefit from the shuttles that will be able to operate on hydrogen at SFO. C/CAG will have the capacity to convert some of the shuttles currently in operation to CNG blend vehicles.

The concept of developing a San Francisco International Airport (SFO) H2 Station as part of the San Mateo County Hydrogen Highway is due to increasing interest in clean air vehicles by both C/CAG and SFO. The limited availability of H2 dedicated vehicles and the number of CNG vehicles already operating out of SFO has led the station to expand its fuel offering to provide an H2/CNG blended fuel (Hythane) in addition to H2 dispensing. C/CAG has pledged to provide \$200,000 in local match funding to support

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<sup>1</sup> AB 1546, adopted by the California Legislature and signed into law by Governor Schwarzenegger as California Code Section 65089.11 et. Seq. authorized C/CAG to adopt a four-dollar fee on motor vehicles registered in San Mateo County. These funds are to be used to support congestion management and storm water pollution prevention programs.

the SFO H2/Hythane Station project, funds are anticipated to come from motor vehicle registration fees in San Mateo as described in AB 1546.

The concept for the SFO H2/Hythane Station is to provide fueling capacity for both dedicated H2 and Hythane-powered vehicles. The H2/Hythane station will be symbiotic with the existing CNG fueling station operated by Trillium USA. The H2/Hythane station will be co-located on the same site with the existing CNG station to take advantage of synergies in operation; however, separate storage, compression, blending and dispensing equipment will comprise the bulk of the H2/Hythane station. This will be the first known use of a CNG-hydrogen blend in sustained transportation service in Northern California.

With the availability of both H2 and Hythane at the SFO station, C/CAG will have sufficient fueling support for the current Ford H2ICE Shuttle (should the demonstration be extended another year) and an additional 14- 26 minibuses to be powered by Hythane fuel (a blend of 80% CNG and 20% hydrogen). The Hythane powered minibuses could be used to support the various existing and future C/CAG sponsored shuttle routes in the north and central areas of the County.

The agreement shall be in a form approved by C/CAG Legal Counsel.

#### **ATTACHMENTS**

- Memorandum of Understanding with SFO
- SFO H2/Hythane Station Project Summary
- Resolution 09-29

THE UNIVERSITY OF MICHIGAN LIBRARIES  
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ANN ARBOR MI 48106-1500

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ANN ARBOR MI 48106-1500

# C/CAG AGENDA REPORT

**Date:** May 11, 2006

**To:** City/County Association of Governments Board of Directors

**From:** Richard Napier, Executive Director

**Subject:** REVIEW AND APPROVAL OF RESOLUTION 06-13 AUTHORIZING THE C/CAG CHAIR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN C/CAG AND SAN FRANCISCO INTERNATIONAL AIRPORT TO WORK COOPERATIVELY ON A HYDROGEN FUELING STATION

(For further information contact Richard Napier at 599-1420 or Walter Martone at 599-1465)

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## RECOMMENDATION

That the C/CAG Board adopt Review and approval of Resolution 06-13 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between C/CAG and San Francisco International Airport to work cooperatively on a Hydrogen Fueling Station.

## FISCAL IMPACT

The C/CAG budget for 2005-06 includes \$350,000 for the maintenance and operation of up to four hydrogen and/or other clean fuel shuttle vehicles and related fueling infrastructure.

## SOURCE OF FUNDS

Funding to support the C/CAG participation in this project would come from the vehicle registration fee adopted by C/CAG under the San Mateo County Environmental/ Transportation Program (AB 1546).

## BACKGROUND/DISCUSSION

On September 29, 2004, the Governor signed into law AB 1546 which authorized the C/CAG Board to adopt a fee of up to four dollars on every motor vehicle registered in San Mateo County. As a part of the negotiations with the Governor's Office for the approval of AB 1546, C/CAG adopted Resolution 04-13 making a commitment to use a portion of the revenues resulting from the fee, to explore the development of an Alternative Fuel Vehicle Shuttle Program for San Mateo County. This included exploring the use of technologies such as Hydrogen Fuel Cell, Hydrogen Combustion, Hybrids/ Plug-In Hybrids, Battery-Electric, Bio-diesel, Compressed

Natural Gas, and other technologies for use in shuttle vehicles as an alternative to fossil fuel powered vehicles. On May 12, 2005 the C/CAG Board authorized a consulting contract with Clark Aganon to assist in the development of the alternative fuel program. On August 11, 2005, staff provided an update to the Board on all of the activities that were occurring to advance this program.

Staff has begun negotiations with San Francisco International Airport for the siting of an alternative fueling station that would include compressed hydrogen, compressed natural gas, and a blend of natural gas and hydrogen. Renewable energy sources such as biodiesel and solar, are being explored as a way to power the station. Staff is also researching various funding sources to acquire new shuttle buses and convert existing shuttle buses that operate in vicinity of the Airport to utilize these environmentally friendly fuels.

The State of California Budget includes funding to support the development of three hydrogen fueling stations around the State. In order to qualify for these funds, it is necessary for C/CAG to demonstrate that it has created a partnership with qualified entities and is advancing in the station development process. One of the ways of documenting these efforts is to sign a MOU with the Airport as a potential site for a fueling station.

This MOU expresses the intent of the parties to work together in the station development and support. It does not commit any of the parties to a specific funding agreement, nor does it require C/CAG to implement this pilot project if it determines that this project is not feasible, too costly, or not advantageous to C/CAG for any reason. The MOU will enable C/CAG staff, working together with the Airport, to explore funding opportunities with the State and other places, and to develop plans and specifications for an actual fueling station. Before any final commitment is made to move forward with this project, contracts with the appropriate parties will be provided to the C/CAG Board for consideration.

#### ATTACHMENTS

- Resolution 06-13
- MOU with San Francisco International Airport

# RESOLUTION 06-13

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## 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 MEMORANDUM OF UNDERSTANDING BETWEEN C/CAG AND SAN FRANCISCO INTERNATIONAL AIRPORT TO WORK COOPERATIVELY ON A HYDROGEN FUELING STATION

\*\*\*\*\*

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

WHEREAS, the C/CAG Board is authorized by California Government Code Section 65089.11 et. seq. to adopt a \$4 Fee on motor vehicles registered in San Mateo County; and

WHEREAS, the C/CAG Board has decided that a clean fuel shuttle demonstration program and related fueling infrastructure will be one of the programs to be implemented with the proceeds of this Fee; and

WHEREAS, the San Francisco International Airport has been identified as an ideal hydrogen station site in the California Hydrogen Highway Blueprint Plan and which could support the clean fuel shuttle program; and

WHEREAS, the C/CAG Board has determined that a Memorandum of Understanding (MOU) with the City & County of San Francisco Airport Commission is required to develop and implement such a program.

NOW, THEREFORE, BE IT RESOLVED that the Chair the Board of Directors of C/CAG is hereby authorized and directed to execute said Memorandum of Understanding to facilitate the implementation of a clean fuel shuttle demonstration program, subject to approval of the MOU form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF MAY 2006.

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Nicholas P. Jellins, Vice Chair





*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*

## Memorandum of Understanding

This Memorandum of Understanding (“MOU”) is effective as of May 11, 2006 by and between the City and County of San Francisco Airport Commission, San Francisco International Airport (SFO), San Francisco, CA 94128, and the City/County Association Of Governments, a joint powers agency that includes San Mateo County and all twenty of its incorporated cities with its principal office located at 555 County Center, Redwood City, California (“C/CAG”).

WHEREAS C/CAG intends to develop a Hydrogen Shuttle Pilot Program (“Pilot Program”) as part of an overall Clean Fuel Transportation program; and

WHEREAS the Pilot Program will consist of two components: (i) a compressed hydrogen fueling station (“station”), and (ii) a hydrogen powered shuttle fleet (“fleet”); and

WHEREAS C/CAG intends that the hydrogen fueling station will be a part of the California Hydrogen Highway (CA H2 Net) to provide fueling access for hydrogen fleet vehicles operating within San Mateo County; and

WHEREAS C/CAG intends to coordinate and partner with public and/or private agencies to develop a network of hydrogen fueling stations within San Mateo County (San Mateo County H2 Highway) as a subset of the California Hydrogen Highway (CA H2 Net); and

WHEREAS SFO, and C/CAG met on 12/14/05 to discuss their respective interests in a hydrogen fueling station at SFO;

NOW, THEREFORE, the City and County of San Francisco Airport Commission and C/CAG agree to enter into this MOU with a view to establishing a cooperative relationship fostering the development of a hydrogen fueling station at SFO as part of the San Mateo County H2 Network, and in doing so agree on the following principles:

1. This MOU confirms the preliminary discussions and sets forth an outline pursuant to

which the parties can proceed to enter into a definitive agreement that will define the proposed relationship between the parties to accomplish the coordinated development of a hydrogen fueling station as a component of the San Mateo County H2 Network. The parties recognize that this MOU constitutes only a basic outline of the relationship and that this MOU is not binding upon either party, except with respect to paragraph 4 which shall be binding and enforceable upon the parties. Except for paragraph 4, the parties recognize that this MOU does not constitute an enforceable agreement, which shall await the entry of a formal definitive agreement between the parties.

2. The purpose of the MOU is to formalize the intent of the parties to discuss and to agree upon the development of a hydrogen fueling station at SFO.

3. Based on discussions so far, it is intended that the Airport Commission and C/CAG facilitate development of a hydrogen fueling station, such station to form a constituent part of the San Mateo County H2 Highway. The details of each party's contribution shall be contained in the contemplated definitive agreement.

4. The parties recognize that they will be submitting to each other confidential business plans, financial information, technology, engineering, trade secrets, and other confidential business and proprietary information ("Confidential Information") during the discussions among themselves. Each party agrees that it will keep such Confidential Information to itself and will not disclose it to any third party and will not use it except in connection with the project contemplated in this MOU except to the extent required by law, including the California Public Records Act and San Francisco's Sunshine Ordinance. However, the recipient party will give the disclosing party prompt notice to allow the disclosing party a reasonable opportunity to obtain a protective order. The parties understand that the Confidential Information may be supplied on a need to know basis to its employees, including the employees of its subsidiaries, and possibly to outside consultants. The parties agree that each person to whom such Confidential Information is provided shall be made aware of the confidentiality provisions of this MOU and requested to abide by them.

5. Nothing herein shall be, or construed to be, a grant or license or any other right or interest in or to the technology, know-how, patents, trademarks, designs, engineering, mask works, plans, drawings, processes, trade secrets or other similar intellectual property or other confidential information of one party to another.

6. Each party represents that the person signing this MOU is authorized to do so, but all parties recognize that any definitive agreement must receive formal corporate approval and/or Board approval before its effectiveness.

7. This MOU may be terminated by either party upon 30 days written notice to the other, but the provisions of paragraph 4 will remain in effect.

This MOU is effective as of the date first above written.

**City & County of San Francisco Airport Commission**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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

By: \_\_\_\_\_

Name: James M. Vreeland Jr.

Title: Chairman

Date: May 11, 2006

Approved as to form:

By: \_\_\_\_\_

Name: Miruni Soosaipillai

Title: C/CAG Legal Counsel

Date:



## San Mateo County H2 Highway

### SFO H2/Hythane Station Project Summary

On April 20, 2004, Governor Arnold Schwarzenegger signed Executive Order S-7-04 calling for the development of the California Hydrogen Highway Blueprint Plan. On the same day, he designated the University of California-Davis' hydrogen station as Station #1 of the California Hydrogen Highway Network (CA H2 Net). The CA H2 Net is a State initiative to promote the use of hydrogen as a means of diversifying our sources of transportation energy used while ensuring environmental and economic benefits.

On March 10, 2005 the C/CAG Board approved Resolution 05-08 adopting a fee and the programs that can be funded with the proceeds of the fee<sup>1</sup>. One of those programs is the maintenance and operation of up to four hydrogen and/or other clean fuel shuttle vehicles and related infrastructure. To provide infrastructure support for this program, C/CAG developed the San Mateo Hydrogen Highway as a countywide approach to implementing the CA H2 Net in San Mateo County.

The concept of developing a San Francisco International Airport (SFO) H2 Station as part of the San Mateo County Hydrogen Highway is due to increasing interest in clean air vehicles by both C/CAG and SFO. The limited availability of H2 dedicated vehicles and the number of CNG vehicles already operating out of SFO has led the station to expand its fuel offering to provide an H2/CNG blended fuel (Hythane) in addition to H2 dispensing. C/CAG has pledged to provide \$ \_\_\_\_\_ in local match funding to support the SFO H2/Hythane Station project, funds are anticipated to come from motor vehicle registration fees in San Mateo as described in AB 1546.

On April 6, 2009 the California awarded a \$1.7 million grant to San Francisco International Airport and its partners (including C/CAG) to develop the SFO project. Additional funding will come from other project.

The concept for the SFO H2/Hythane Station is to provide fueling capacity for both dedicated H2 and Hythane-powered vehicles. The H2/Hythane station will be symbiotic with the existing CNG fueling station operated by Trillium USA. The H2/Hythane station will be co-located on the same site with the existing CNG station to take advantage of synergies in operation; however, separate storage, compression, blending and dispensing equipment will comprise the bulk of the H2/Hythane station. This will be the first known use of a CNG-hydrogen blend in sustained transportation service in Northern California.

With the availability of both H2 and Hythane at the SFO station, C/CAG will have sufficient fueling support for the current Ford H2ICE Shuttle (should the demonstration be extended another year) and an additional 14- 26 minibuses to be powered by Hythane fuel (a blend of 80%

<sup>1</sup> AB 1546, adopted by the California Legislature and signed into law by Governor Schwarzenegger as California Code Section 65089.11 et. Seq. authorized C/CAG to adopt a four-dollar fee on motor vehicles registered in San Mateo County. These funds are to be used to support congestion management and storm water pollution prevention programs.

CNG and 20% hydrogen). The Hythane powered minibuses could be used to support the various existing and future C/CAG sponsored shuttle routes in the north and central areas of the County.

For a more detailed discussion of the proposed SFO H2/Hythane Station, please refer to Appendix \_\_ -- Proposal for the San Francisco International Airport (SFO) H2/Hythane Fueling Station.

## **RESOLUTION 09-29**

**AUTHORIZING THE C/CAG CHAIR TO ENTER INTO A FUNDING AGREEMENT WITH THE SAN FRANCISCO INTERNATIONAL AIRPORT (SFO) FOR THE HYDROGEN STATION FOR A MAXIMUM AMOUNT OF \$200,000 AND FURTHER AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO NEGOTIATE THE DETAILS OF THE AGREEMENT**

**WHEREAS**, the City/County Association of Governments (C/CAG) of San Mateo County is a Joint Powers Authority created by the Cities and the County; and,

**WHEREAS**, C/CAG has sponsored a hydrogen shuttle that operates in the City of East Palo Alto; and

**WHEREAS**, C/CAG desires to pursue the development of a hydrogen fueling station in San Mateo County; and


**WHEREAS**, C/CAG entered into a Memorandum of Understanding (MOU) with SFO to develop a hydrogen fueling station; and

**WHEREAS**, on April 6, 2009 the California Air Resources Board awarded a \$1.7 million grant to San Francisco International Airport (SFO) and its partners to develop the hydrogen fueling station at SFO; and

**WHEREAS**, C/CAG will need to enter into an agreement with San Francisco International Airport for the development of the hydrogen fueling station.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County authorizes the Chair to enter into a funding agreement with the San Francisco International Airport (SFO) for the hydrogen fueling station for a maximum amount of \$200,000 and further authorizing the C/CAG Executive Director to negotiate the details of the agreement. This agreement shall be in a form approved by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 14TH DAY OF MAY 2009.**

  
Thomas M. Kasten, Chair

REPORT NUMBER 10838

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# C/CAG AGENDA REPORT

**DATE:** March 11, 2010  
**TO:** C/CAG Board of Directors  
**FROM:** Richard Napier, Executive Director  
**SUBJECT:** Election of a C/CAG Chairperson and Two C/CAG Vice Chairpersons  
(For further information please contact Richard Napier at (650) 599-1420)

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## **RECOMMENDATION:**

That the Board elect a Chairperson and two Vice Chairpersons. The vote can be by acclamation or a written ballot depending on the preference of the Board.

## **FISCAL IMPACT:**

None.

## **BACKGROUND/DISCUSSION:**

The C/CAG By-Laws, as amended on June 10, 2004, provides for the nomination of officers at the regular February Board meeting and the election of officers shall occur at the regular March Board meeting. This change was to allow time for the candidates to provide the Board Members with background information to assist them in casting their votes.

At the February 11, 2010 Board meeting, Tom Kasten was nominated for Chair; and Bob Grasilli (Odd) and Carole Groom (Even) were nominated for the two Vice Chairs.

No additional nominations may be submitted at the March 11<sup>th</sup> meeting. The Board can only accept additional nominees from the floor in the event there are not enough candidates for the available offices.

The voting shall be public. According to legal counsel, this can be done by hand or in writing as long as the Board member's name appears on the ballot and it becomes part of the official record. Written ballots will be available if the Board wants to use them.

## **ATTACHMENTS:**

- Background information for Thomas Kasten, Bob Grassilli, and Carole Groom.



## THOMAS KASTEN

Tom received his BS and MBA degrees from the University of California at Berkeley, majoring in Marketing.

Tom held a variety of executive positions during his 34-year career at Levi Strauss & Co. Tom served as President of the Youthwear Division, President of the Men's Jeans Division and President of Womenswear. He also was Executive Vice President of New Business Development responsible for new businesses, mergers, acquisitions and licensing and led the \$1.8 billion LBO of the company (the largest at that time), taking Levi Strauss & Co. private after 14 years as a public company. Tom also led the \$800 million reengineering of the company in the mid-90s and for the next 3 years, he was responsible for all Information Technology for Levi Strauss United States.

Tom has lectured at Stanford, U.C. Berkeley, UCLA and San Francisco State University and been the keynote speaker at many industry and business conferences, both domestically and internationally. Tom has lectured at the Management Centre Europe, the Singapore National Employers Federation, and the International Quality and Productivity Center. He has advised multi-national companies such as Hewlett Packard, Frito Lay, Corning, France Telecom, Silicon Graphics, GTE, and Guardent Security on strategy formulation, leadership, organization change, technology/business integration and attracting and retaining talent. Tom was a member of the Phoenix Consortium as well as serving on the Board of Advisors of the Snowmass Forum. Tom also serves on the Board of Directors and the Audit Committee of a private medical device company.

Tom has appeared on FNN and National Public Radio and has been extensively quoted in various business magazines, including *Fortune* and *Fast Company*. He has also been featured in several business books. In 2000, *Computerworld Magazine* named Tom as one of the Premier 100 Information Technology leaders in the U.S.

In 2000, Tom was elected to the City Council of Hillsborough and serves on a variety of city and county taskforces. Tom served as Mayor of the Town of Hillsborough from 2004-2006. Currently, he serves as Vice Mayor, the town's Police Commissioner and Chair of the Housing Element Steering Committee. He serves as Chair of the Board of Directors of the City/County Association of Governments (C/CAG) and is also Vice Chair of its Legislative Committee. He is also on the Board of Directors of the Housing Endowment and Regional Trust of San Mateo County (HEART). Tom is a former member of the Board of the Peninsula Traffic Congestion Relief Alliance and former Vice Chair of the Council of Cities. In 2007, Tom was elected Chair of the Regional Housing Needs Allocations Policy committee for San Mateo County – the first regional approach to developing housing needs in the State of California.

In addition, Tom currently serves as Vice President of the Jewish Community Federation of the San Francisco Bay Area and is a member of both its Executive Committee and the Board of Directors. He also serves on the Capital Planning, Finance & Administration, and Leadership Development Committees and Chairs the Annual Fundraising Campaign. Tom previously chaired the Committee on Community Priorities. Tom also serves on the Investment Committees of Levi Strauss & Co. and the Jewish Home in San Francisco. He is a former member of the Board of the California Business Alumni Association of the University of California at Berkeley.



## **Bob Grassilli**

Bob Grassilli was elected to the San Carlos City Council on November 8, 2005 and again on November 3, 2009. Previously, he served on the San Carlos Planning Commission from 1994 to 2000, and volunteered on the Railroad Land Use Committee. He earned his Master's of Business Administration in Finance from the University of California, Berkeley and a Bachelor's degree in Business from the University of San Francisco. He is a graduate of Serra High School.

Mr. Grassilli started his professional career in 1970 with Arthur Andersen, a large Certified Public Accounting firm and in 1977 worked for Sunstream Homes where he spent 27 years; the last 18 as Chief Financial Officer. He currently serves on the Board of Directors of Samaritan House, as well as, the Carl and Celia Berta Gellert Foundation.

Mr. Grassilli was born in San Francisco and moved to the Peninsula at age four. He has lived in San Carlos since 1983. He enjoys golf and travel, as well as volunteering for various charities on the Peninsula.

### **Council Committee Assignments**

Each year, the Mayor assigns members of the City Council to serve on Citywide and Regional committees representing the City of San Carlos. Here are the committees that this Council Member serves on as a Committee Member and Alternate Committee Member.

#### **Council Committee Member**

- City/County Association of Governments (C/CAG)
- Council of Cities
- Planning Commission (Council Liaison)
- San Mateo County Convention and Visitors Bureau
- South Bay Side System Authority Board (SBSA)
- Wheeler Plaza Subcommittee (Council Ad Hoc Committee)

#### **Alternate Council Committee Member**

- C/CAG Airport Land Use Committee (ALUC)
- C/CAG Regional Housing Needs Assessment (RHNA)
- Housing Endowment and Regional Trust (HEART)



## **Carole Groom**

### BIO

Served on C/CAG for 4 years as City of San Mateo Representative.

San Mateo City Council - 2000 to 2008; Mayor 2004 and 2008.

Prior to City Council, served on Public Works Commission and Planning Commission.

Appointed to Board of Supervisors, December 2008.

Currently serve on Board of Directors of San Mateo Police Activities League, Leadership (San Mateo-Burlingame-Foster City-Hillsborough), Pal Care.

Professional: Vice President, Mills-Peninsula from 1991 to 2008.

Represent San Mateo County on Transportation Authority, Bay Area Air Quality Management District, and ABAG Executive Committee.

