

# 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. 215

- DATE:** Thursday, August 13, 2009
- TIME:** 7:00 pm 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  | 7.00 pm |
| 2.0 | PLEDGE OF ALLEGIANCE  | 7.05 pm |
| 3.0 | PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA<br><i>Note: Public comment is limited to two minutes per speaker.</i> | 7.10 pm |
| 4.0 | RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS  | 7.15 pm |
| 4.1 | Scott Haggerty, Chair, Metropolitan Transportation Commission.  |         |
| 5.0 | CONSENT AGENDA  | 7.30 pm |

*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 Review and approval of the Minutes of Regular Business Meeting No. 214 dated

June 11, 2009.

ACTION p. 1

- 5.2 Review and approval of Resolution 09-39 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2009/2010 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,070,722.

ACTION p. 7

- 5.3 Review and approval of Resolution 09-40 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$449,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program.

ACTION p. 21

- 5.4 Review and approval of Resolution 09-41 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$570,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

ACTION p. 25

- 5.5 Review and approval of Resolution 09-42 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$509,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2009/2010.

ACTION p. 29

- 5.6 Review and approval of Resolution 09-43 authorizing the C/CAG Chair to execute the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$70,600 for FY 09-10.

ACTION p. 43

- 5.7 Second Quarter 2009 status report on the San Mateo County Energy Watch partnership with PG&E.

INFORMATION p. 57

- 5.8 Review and approval of Resolution 09-44 authorizing the C/CAG Chair to execute an agreement with the San Mateo County Transportation Authority (TA) to provide \$3,000,000 in local match for the Traffic Light Synchronization Program (1B State Transportation Bond fund) for the San Mateo County Smart Corridor Project.

ACTION p. 61

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

ACTION p. 65

7:40 pm

- 6.1.1 Presentation from Advocacion on State Budget and Legislative Issues.

ACTION p. 73

8:10 pm

- 6.2 Review and approval of Resolution 09-37 authorizing the C/CAG Chair to execute an agreement with the County of San Mateo for staff time to provide professional support services for the Resource Management and Climate Protection Committee, Countywide Recycling Committee, Countywide Green Business Program and Countywide Green Building Ordinance Work for a not-to-exceed amount of \$90,000. ACTION p. 75 8:20 pm
- 6.3 Review and approval of the Draft 2009 Congestion Management Program (CMP) and Monitoring Report and authorize its release for distribution for comments. ACTION p. 89 8:30 pm
- 6.4 Status Report on the American Recovery and Reinvestment Act (ARRA) funded transportation projects and authorize the Executive Director to program project cost savings in San Mateo County. ACTION p. 95 8:40 pm
- 6.5 Executive Director Presentation on the C/CAG's FY 08-09 Performance. INFORMATION p. 99 8:50 pm
- 7.0 COMMITTEE REPORTS 9:00 pm
- 7.1 Committee Reports (oral reports).
- 7.2 Chairperson's Report.
- 8.0 EXECUTIVE DIRECTOR'S REPORT 9:05 pm

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 Cookab Hashemi, Chief of Staff, Office of Congresswoman Jackie Speier (CA-12), dated 6/08/09. Re: Thank you. p. 101
- 9.2 Letter from Assembly Member Noreen Evans, Vice Chair, Joint Budget Conference committee, dated 6/05/09. Re: Borrowing Gas Taxes to Close the budget Gap is Fiscally Reckless. p. 103
- 9.3 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Noreen Evans, Chair, Budget Conference Committee, California State Assembly, dated 6/11/09. Re: Opposition to Local Gas Tax Fund Diversion. p. 109
- 9.4 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Jackie Speier, California 12<sup>th</sup> Congressional District, dated 7/08/09. Re: Thank you - HPP for the 2009 Transportation Reauthorization. p. 111
- 9.5 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Anna Eshoo, U.S. House of Representatives, dated 6/08/09. Re: Thank you - HPP for the 2009 Transportation Reauthorization. p. 113
- 9.6 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Christine Krolik, Mayor, Town of Hillsborough, dated 6/23/09. Re: C/CAG Board Action: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the Town of Hillsborough. Re: General Plan Amendment: Housing Element 2007-2014 Final Administrative Draft March 27, 2009. p. 115
- 9.7 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Karyl Matsumoto, Mayor, City of South San Francisco, dated 6/23/09. Re: C/CAG Board Action: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of South San Francisco. Re: General Plan Amendment – *South El Camino Real Corridor*. p. 117
- 9.8 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Ann Keighran, Mayor, City of Burlingame, dated 7/07/09. Re: C/CAG Board Action: Comprehensive Airport land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of Burlingame. Re: General Plan Amendment: *Draft Housing Element 2009-2014*. p. 119
- 9.9 Letter from Thomas M. Kasten, C/CAG Chair, to Honorable Karyl Matsumoto, Mayor, City of South San Francisco, dated 7/07/09. Re: C/CAG Board Action: Comprehensive Airport land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of South San Francisco. Re: General Plan Amendment: *Draft Housing Element May 2009*. p. 121
- 9.10 Letter from Richard Napier, Executive Director C/CAG, to Adrienne Tissier, MTC

Commissioner, Sue Lempert, MTC Commissioner, dated: 7/07/09. Re: Response to MTC Framework for STP/CMAQ Programming for the next Federal Transportation Act. p. 123

9.11 Letter from Richard Napier, Executive Director C/CAG, to Steve Heminger, Executive Director, Metropolitan Transportation Commission, dated 7/06/09. Subject: Support for US 101/Broadway Interchange project for TIGER Grant Funding. p. 125

9.12 Letters from Richard Napier for Bob Grassilli, to Honorable Jerry Hill, Member of the California State Assembly, 19<sup>th</sup> District, Honorable Fiona Ma, Member of the California State Assembly, 12<sup>th</sup> District, Honorable Ira Ruskin, Member of the California State Assembly, 21st District, Honorable Joe Simitian, Member of the California State Senate, 11th District, Honorable Leland Y. Yee, Member of the California State Senate, 8th District, dated 7/22/09. Re: Proposed State Budget. p. 127

9.13 Letter from John L. Martin, Airport Director, San Francisco International Airport, dated 7/16/09. Subject: C/CAG Funding Support. p. 129

9.14 Page from Miramarevents.com, dated 7/15/09. Re: C/CAG Ford E-450 H2ICE Shuttle Demonstration Project ... Riding into the Future. p. 131

9.15 Hinderliter de Llamas and Associates, dated 6/10/09. Re: San Mateo County Sales Tax Allocation Totals - First Quarter Comparison. p. 133

10.0 MEMBER COMMUNICATIONS 9:15p.m.

11.0 ADJOURN

Next scheduled meeting: September 10, 2009 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

August 13, 2009    Legislative Committee - SamTrans 2<sup>nd</sup> Floor Auditorium - 5:00 pm  
August 13, 2009    C/CAG Board - SamTrans 2<sup>nd</sup> Floor Auditorium - 7:00 pm  
August 18, 2009    NPDES Technical Advisory Committee - TBD - 10:00 a.m.  
August 20, 2009    CMP Technical Advisory Committee - SamTrans 2<sup>nd</sup> Floor Auditorium - 1:15 pm  
August 27, 2009    Airport Land Use Commission - Burlingame City Hall - Council Chambers - 4:00 pm  
August 31, 2009    CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 pm  
August 31, 2009    Administrators' Advisory Committee - 555 County Center, 5<sup>th</sup> Fl, Redwood City - Noon

# C/CAG

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Meeting No. 214

June 11, 2009

### 1.0 CALL TO ORDER/ROLL CALL

Chair Kasten called the meeting to order at 7:00 p.m. Roll Call was taken.

Jerry Carlson - Atherton  
Christine Wozniak - Belmont  
Sepi Richardson - Brisbane  
Rosalie O'Mahony - Burlingame, San Mateo County Transportation Authority  
David Canepa - Daly City  
Linda Koelling - Foster City  
Tom Kasten - Hillsborough  
Gina Papan - Millbrae  
Julie Lancelle - Pacifica (7:13)  
Maryann Moise Derwin - Portola Valley  
Diane Howard - Redwood City  
Irene O'Connell - San Bruno  
Bob Grassilli - San Carlos  
Brandt Grotte - San Mateo  
Carole Groom - San Mateo County  
Karyl Matsumoto - South San Francisco, San Mateo County Transit District  
Deborah Gordon - Woodside

#### Absent:

Colma  
East Palo Alto  
Half Moon Bay  
Menlo Park

#### 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  
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member  
Jerry Grace, San Lorenzo, CA  
Duane Bay, San Mateo County Housing

**ITEM 5.1**

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*

Duane Bay, Director, San Mateo County Housing

Jerry Grace, San Lorenzo, CA

4.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS

None.

5.0 CONSENT AGENDA

Board Member O'Mahoney MOVED approval of Consent Items 5.1, 5.2, 5.3, 5.4, 5.5, 5.7, 5.8, 5.9. Board Member Koelling SECONDED. **MOTION CARRIED** 17-0.

- 5.1 Review and approval of the Minutes of Regular Business Meeting No. 213 dated May 14, 2009. APPROVED
- 5.2 Receive an update on the American Recovery and Reinvestment Act (ARRA) transportation funding projects. INFORMATION
- 5.3 Review and approval of Resolution 09-33 authorizing the C/CAG Chair to execute an amendment to the AB1546 Intelligent Transportation System funding agreement with the City of Menlo Park for an additional \$24,065 to a total of \$104,065. APPROVED
- 5.4 Review and approval of Resolution 09-34 authorizing the C/CAG Chair to execute amendments to the agreements with various cities and the Alliance for the provision of Congestion Relief Program shuttle services for a total cost not to exceed \$786,398 from July 1, 2009 through June 30, 2010. APPROVED
- 5.5 Review and accept the Quarterly Investment Report ending March 31, 2009. APPROVED
- 5.7 Consideration/Approval of a Recommendation from the C/CAG Airport Land Use Committee (ALUC) of a referral from the City of Burlingame, Re: Comprehensive Land Use Compatibility Plan (CLUP) Consistency Review of a General Plan Amendment: Draft Housing Element 2009-2014. APPROVED
- 5.8 Consideration/Approval of a Recommendation from the C/CAG Airport Land Use Committee (ALUC) of a referral from the City of South San Francisco, Re: Comprehensive Land Use Compatibility Plan (CLUP) Consistency Review of a General Plan Amendment: Draft Housing Element May 2009. APPROVED



- 5.9 Review and approval of Resolution 09-36 authorizing the C/CAG Chair to execute an agreement between C/CAG and the San Mateo County Department of Housing for Cooperative Pursuit of Housing Solutions and to share costs for consulting service and staff support service at the net costs to C/CAG not to exceed \$75,000 and \$60,000, respectively. APPROVED

Item 5.6 was removed from the Consent Calendar.

- 5.6 Attendance report for C/CAG Board and Committees. INFORMATION

Staff was directed to send the attendance reports to the City Managers.

## 6.0 REGULAR AGENDA

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

The Legislative Committee recommends to the C/CAG Board an Action Plan to prevent loss of gas tax funds, including letters and calls by elected officials to members of the State Senate and the Assembly.

The Executive Director emailed the City Managers a draft letter. It was requested this letter be emailed to the C/CAG Board Members, as well.

- 6.1.1 Presentation from Advocacion on State issues. INFORMATION

Chuck Cole, Advocacion, and Gus F. Khouri, Legislative Advocate, Shaw/Yoder/Antwih, Inc., provided an overview and answered questions.

Board Member Richardson MOVED Advocacion is to address the gas tax funds as a legislative priority, and for staff to distribute letters to the cities. Board Member Gordon SECONDED. **MOTION CARRIED 17-0.**

- 6.2 Review and approval of Resolution 09-31 approving the C/CAG 2009-10 Program Budget and Fees. APPROVED

Board Member O'Mahony MOVED approval of Resolution 09-31 approving the Program Budget and Fees. Board Member Richardson SECONDED. **MOTION CARRIED 17-0.**

- 6.3 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. APPROVED

Item 6.3 was brought back to the Board from the May C/CAG Board meeting. Staff provided literature and answered questions regarding hydrogen's safety compared to other fuels, and what the benefits are of the Hythane blend.

Board Member Gordon MOVED of Resolution 09-29. Board Member Grotte SECONDED.  
**MOTION CARRIED** 17-0.

6.4 Status update on the implementation of the San Mateo County Smart Corridor Project. APPROVED

Board Member Papan MOVED for staff to provide quarterly reports on the San Mateo County Smart Corridor Project. Board Member Howard SECONDED. **MOTION CARRIED** 17-0.

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports).

None

7.2 Chairperson's Report.

None.

8.0 EXECUTIVE DIRECTOR'S REPORT

A Forum, hosted by the Grand Boulevard Initiative, will be held on June 20, at 9:00 a.m. - 2:30 p.m. at the Fox Theater in Downtown Redwood City.

The CTC approved \$2.5 million for the Belmont Bike Pedestrian Bridge. This is on top of the \$2.1million MTC had approved, totaling the funds for this project to \$4.6 million.

Reminder to those who have not turned in their 700 Forms to do so.

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 Robin Hunt, Manager, FAA San Francisco Airports District Office (ADO), dated 4/28/09. Re: Request for Consideration for Future Federal Grant Funding to Prepare an Update of the Comprehensive Airport Land Use Compatibility Plans (CLUPs) for the Environs of Half Moon Bay Airport (HAF) and San Carlos Airport (SQL).

9.2 Letter from Richard Napier, Executive Director C/CAG, to Ms. Kristen Helsel, Director, EV solutions, dated 5/08/09. Re: Letter of Commitment to participate with Nissan North America and Aero Vironment in submitting a proposal to the United States Department of Energy for the Funding Opportunity Announcement DOE-FOA-0000028.

9.3 Letter from Richard Napier, Executive Director C/CAG, to 12<sup>th</sup> Congressional District Citizens Oversight Panel, dated 5/14/09. Re: Transportation and Infrastructure Funding for SR92/El Camino Real Interchange Project:

## 10.0 MEMBER COMMUNICATIONS

Board Member O'Mahony congratulated the Executive Director for several of C/CAG's projects being on Congresswoman Jackie Speier's list of infrastructure projects.

Board Member Groom attended the Air Quality Board's Climate Control Summit and presented the idea that C/CAG become the San Mateo County's Climate Control Resource Center.

Board Member Grotte is supportive of the idea, however, the City of San Mateo is involved with the Silicon Valley Leadership, and he would like to make sure all efforts are coordinated so that efforts are not duplicated.

Chair Kasten asked the Executive Director to work with Board Member Groom and come back to the next meeting with more information.

## 11.0 ADJOURN

The meeting adjourned at 9:00 p.m.



# C/CAG AGENDA REPORT

**DATE:** August 13, 2009

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 09-39 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2009/2010 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,070,722.

(For further information please contact Tom Madalena at 650-599-1460)

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution 09-39 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2009/2010 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,070,722 in accordance with staff recommendation.

## **FISCAL IMPACT**

This agreement provides up to \$1,070,722 in TFCA funding for FY 2009/2010. Included in this amount is \$51,722 to cover the administrative costs of the program.

## **SOURCE OF FUNDS**

The Bay Area Air Quality Management District (Air District) 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 Air District 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**

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes Transportation Fund for Clean Air funds to qualifying projects that reduce emissions in the air. At the March 12, 2009 C/CAG Board meeting the Board approved the projects to be funded as part of the TFCA Program. The projects that were approved include:

**ITEM 5.2**

C/CAG	Administration	\$51,722
SamTrans	Shuttle Bus Program	\$570,000
Peninsula Traffic Congestion Relief Alliance	County-wide Voluntary Trip Reduction Program	\$449,000
<b>TOTAL</b>		<b>\$1,070,722</b>

The attached funding agreement between C/CAG and the Bay Area Air Quality Management District is for the receipt of the FY 09/10 TFCA County Program Manager funds. The agreement shall be in a form approved by City/County Association of Governments' Legal Counsel.

**ATTACHMENTS**

- Resolution 09-39
- Funding agreement with the Bay Area Air Quality Management District

**ALTERNATIVES**

1. Review and approval of Resolution 09-39 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2009/2010 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,070,722 in accordance with staff recommendation.
2. Review and approval of Resolution 09-39 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2009/2010 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,070,722 in accordance with staff recommendation with modifications.
3. No action

## **RESOLUTION 09-39**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE PROGRAM MANAGER FUNDING AGREEMENT WITH THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD) FOR THE 2009/2010 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) (40%) PROGRAM FOR SAN MATEO COUNTY FOR THE RECEIPT OF AN AMOUNT UP TO \$1,070,722.**

**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 at its March 12, 2009 meeting 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 City/County Association of Governments will act as the Program Manager for \$1,070,722 of TFCA funded projects; and,

**WHEREAS**, it is necessary to enter into a Program Manager Agreement with the Bay Area Air Quality Management District setting forth the responsibilities of each party.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to enter into an agreement with the Bay Area Air Quality Management District for the 2009/2010 Transportation Fund for Clean Air (TFCA) San Mateo County Program. The agreement shall be in a form approved by City/County Association of Governments' Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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Carole Groom, Vice Chair





FUNDING AGREEMENT  
BETWEEN  
THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT  
AND  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS

09-SM

This Funding Agreement (Agreement) is entered into between the City/County Association of Governments, hereinafter referred to as "Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District," both hereinafter referred to as "Parties." This Agreement includes Attachment A, which pertains to insurance requirements.

SECTION I

RECITALS:

- 1) The Air District is authorized under Health and Safety Code Sections 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) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233 and 40717 and prescribes the allocation of the funds to entities within the Air District's jurisdiction.
- 3) Health and Safety Code Section 44241(d) stipulates that forty (40) percent of funds generated within a county where the fee is in effect shall be allocated by the Air District to one or more public agencies designated to receive the funds to implement the Air District's TFCA Program Manager program ("Program").
- 4) The Air District has been notified, in a communication dated July 29, 1992, that the Program Manager is the duly authorized recipient of forty (40) percent of the funds collected in San Mateo County, and has been so designated by resolution(s) adopted by the San Mateo County Board of Supervisors and by the City Councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The resolution(s) specify the terms and conditions for the expenditure of funds by the Program Manager.
- 5) On November 5, 2008, the Air District Board of Directors ("Board of Directors") approved TFCA County Program Manager Fund Policies for Fiscal Year ("FY") 2009/2010, and on May 6, 2009, the Board of Directors approved an amendment to include five additional policies for the FY 2009/2010 Program (together comprising the "Policies"). The Policies set forth requirements, including eligibility and cost-effectiveness requirements, for projects funded by FY 2009/2010 Program funds. The Policies are incorporated as Appendix C and made a part of the "County Program Manager Fund Expenditure Plan Guidance for Fiscal Year 2009/2010, Revised May 6, 2009," and are incorporated herein and made a part hereof by this reference as if fully set forth herein.
- 6) On May 6, 2009, the Board of Directors approved an FY 2009/2010 funding allocation of \$1,070,722.00 for the City/County Association of Governments ("Program Funds").

- 7) The Air District and the Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this funding agreement to implement the Program within San Mateo County; to select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and comply with the Policies; and to oversee such funded projects to assure that they meet, and are implemented in accordance with, the Policies and the terms of this funding agreement ("Agreement"). This Agreement covers the funding allocation set forth in Paragraph 6 above.

## SECTION II

### PROGRAM MANAGER AGREES:

- 1) To implement the FY 2009/2010 Program within San Mateo County in accordance with this Agreement and the Policies.
- 2) To select and fund projects that improve air quality in the San Francisco Bay Area Air Basin and that comply with the Policies and the terms of this Agreement ("Program Projects"). Recipients of Program Funds may include the Program Manager, which undertakes its own County projects, and public entities ("Sub-awardees"). The Program Manager will designate the Program Projects as FY 2009/2010 Program Projects for administrative purposes.
- 3) Except in the case where the Program Manager is the Sub-awardee, to enter into a binding agreement with each Sub-awardee that requires each Sub-awardee to comply with the terms of this Agreement and the Policies; and to implement the Program Projects as approved by the Program Manager. The Program Manager shall maintain copies of the Program Manager's written agreements with Sub-awardees and any amendments thereto with Sub-awardees to carry out the Program Projects.
- 4) To encumber and expend all Program Funds within two (2) years of receipt. The Program Manager may extend this time limit for up to an additional two (2) years if, pursuant to the provisions of the Health and Safety Code Section 44242:
  - a) The project completion schedule of a Program Project, as proposed and approved, will exceed two (2) years from the date the Program Manager receives the Program Funds, or
  - b) The Program Manager finds that, despite significant progress, the Sub-awardee requires additional time to implement a Program Project.
- 5) To return to the Air District any Program Funds and associated interest unexpended as per Section II, Paragraph 4 unless either:
  - a) The Program Manager has approved an extension of up to two (2) years for a Sub-awardee to complete its Program Project(s), or
  - b) The Air District and the Program Manager have amended this Agreement to provide for further extensions of time to expend such funds.
- 6) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all Program Funds and to withdraw funds from this separate account only for the reimbursement of costs to implement Program Projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV.2 below.

- 7) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds to implement the Program.
- 8) To track and report to the Air District all interest accrued from Program Funds.
  - a) The Program Manager shall not use interest from Program Funds for administration purposes.
  - b) The Program Manager's distribution of any interest funds shall be at the discretion of the Program Manager, after consultation with the Air District and shall be in accordance with the Policies and applicable State law.
- 9) To track and report to the Air District any funds and associated interest unencumbered at the time of completion or termination of a Program Project. The distribution of any such funds and associated interest shall be at the discretion of the Program Manager, after consultation with the Air District.
- 10) To limit administrative costs to conduct the Program to no more than five percent (5%) of the Program Funds received.
- 11) To allow, and to require the Sub-awardees to allow, the Air District's staff, its authorized representatives, and its independent auditors, during the term of this Agreement and for three (3) years following completion of each Program Project, to conduct performance and financial audits of the County's Program and Program Projects and to inspect the Program Projects. During audits, the Program Manager will make available to the Air District in a timely manner all records relating to the Program Manager's implementation of the Program and of Sub-awardees' expenses and performance of their Program Projects. During inspections, the Program Manager will provide, at the request of the Air District, access to inspect a Sub-awardee's Program Projects and related records.
- 12) To keep, and to require Sub-awardees to keep, all financial and Program Project implementation records necessary to demonstrate compliance with this Agreement and the Program. Such records include the reports and those records required to comply with Section II, Paragraphs 8, 9, 10, 12, and 15. Such records shall include documentation that demonstrates significant progress made for those Program Projects seeking extensions to the completion date. The Program Manager shall keep such documents in a central location for a period of three (3) years following completion of the projects and shall require each Sub-awardee to keep its necessary records at a central Sub-awardee location.
- 13) To maintain, and to require that each Sub-awardee maintain, employee time sheets documenting those hourly labor costs incurred in the implementation of this Agreement, including both administrative and Program Project implementation costs, or to establish an alternative method to document staff costs charged to the funded project.
- 14) To distribute Program Funds allocated to a Sub-awardee only as reimbursement for documented Program Project costs that are eligible and approvable under the Policies.
- 15) To prepare and submit reports to the Air District as follows:
  - a) Semi-Annual Funding Status Report: Beginning October 31, 2009, the Program Manager shall submit a report on April 30 and October 31 of each year until all Program Projects

- are completed that specifies a) the Program Projects that have been cancelled, completed, and completed at a cost less than the allocation during the previous six-month period and if completed at a lesser cost, the amount of associated unexpended funds; and b) the Program Projects for which the Program Manager has extended any deadlines and, for those projects, the revised completion date and documentation of the Program Manager's certification that, pursuant to Health and Safety Code Section 44242(d), the Sub-awardee had made significant progress.
- b) Annual Reports: Beginning October 31, 2010, the Program Manager shall submit each October 31 until all Program Projects are completed an annual report, which itemizes (a) the expenditure of the Program Funds, (b) the status of each Program Project's implementation, and (c) the results of the monitoring of the performance of each Program Project on Air District-approved report forms.
- 16) To require all Sub-awardees to acknowledge the Air District as a Program Project's funding source during the implementation of a Program Project and to use the Air District's approved logo as specified below:
- a) The logo will be used on signs posted at the site of any Program Project construction.
  - b) The logo will be displayed on any vehicles or equipment operated or obtained as part of a Program Project.
  - c) The logo will be used on any public information material relating to a Program Project, such as websites and printed materials, including transit schedules, brochures, handbooks, maps and other promotional materials.
  - d) The Program Manager will retain documentation, such as photographs of vehicles and copies of press releases, demonstrating that Air District logos are used and displayed as required.
- 17) To assure that all Program Funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects that are implemented directly by the Program Manager, and to require Sub-awardees to expend the funds only in accordance with all applicable provisions of law.
- 18) To require that Sub-awardees return to the Program Manager all Program funds that are not expended in accordance with applicable provisions of law.
- 19) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act (California Government Code section 6250 et seq.), to place, and to require that Sub-awardees place, in the public domain any software, written document, or other product developed with Program Funds.
- 20) To require that Sub-awardees receiving Program Funds for the purchase of any vehicles return to the Program Manager any funds realized from the sale of any vehicles purchased with Program Funds if such reuse or sale occurs within five (5) years from the date of purchase of the vehicles. The amount of funds returned to the Program Manager shall be proportional to the percentage of Program Funds originally used to purchase the vehicles. Any such funds returned to the Program Manager shall be reallocated to eligible Program Projects.

- 21) To obtain and maintain, and to require that each Sub-awardee obtain and maintain, throughout the Term of this Agreement, the insurance coverage specified in "Insurance Requirements," Attachment A, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.

### SECTION III

#### AIR DISTRICT AGREES:

- 1) To pay the funds for Program Projects that are consistent with the Policies and this Agreement in two payments. Payments will be made after this Agreement has been signed by both the Program Manager and the Air District.
  - a) The first payment will be forwarded within thirty (30) working days of the Air District receiving from the California Department of Motor Vehicles all the revenues that comprise the payment. The first payment will represent forty (40) percent of the revenues generated from motor vehicles registering in San Mateo County between January 1, 2009, and June 30, 2009, less Air District's administrative and audit costs.
  - b) The second payment will represent forty (40) percent of the revenues generated from motor vehicles registering in San Mateo County between July 1, 2009, and December 31, 2009, less Air District's administrative and audit costs. The second payment will be forwarded within thirty (30) working days of the Air District receiving from the DMV all the revenues that comprise the payment.
- 2) To provide timely notice prior to conducting an audit.
- 3) To provide the Program Manager, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.
- 4) To provide the Program Manager with all Air District-approved Program Manager reporting forms required for the Program Manager to submit pursuant to this Agreement, including the semi-annual and annual reports required pursuant to Section II.15 above.
- 5) To provide a copy of the Air District logo to the Program Manager.

### SECTION IV

#### IT IS MUTUALLY AGREED:

- 1) Term: The term of this Agreement shall be from the Effective Date of this Agreement until the end of the fourth year from the date of Air District Board of Directors approval of the funding allocation (May 5, 2013) ("Term"), unless it is terminated or amended as provided for herein or in Paragraphs 2 and 8 below.

If the Program Manager seeks to extend the Term in order to provide a Sub-awardee additional time to complete its Program Project(s) beyond the two-year extension already provided by the Program Manager, the Program Manager shall submit that request to the Air District no later than 60 days prior to the end of the Term.

- 2) **Termination:** Either Party may terminate this Agreement at any time by giving written notice of termination to the other Party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination, unless the parties mutually agree to an earlier termination date. This Agreement shall also terminate at the end of the fiscal year during which the City/County Association of Governments loses its designation as Program Manager for San Mateo County.
- 3) **Indemnity:** The Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance by the Program Manager of its duties under this Agreement and shall require Sub-awardees to indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of their performance of the project or operation or use of the equipment that is subject to this Agreement.
- 4) **Notices:** Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the Parties hereto.

Executive Director  
City/County Association of Governments  
555 County Center, 5th Fl.Redwood City, CA 94063

Air Pollution Control Officer  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109

- 5) **Program Liaison:** Within thirty (30) days from the Effective Date of this Agreement, the Program Manager shall notify the Air District of the Program Manager's Program Liaison and of the Liaison's address, telephone number, and email address. The Program Liaison shall be the liaison to the Air District pertaining to implementation of this Agreement and shall be the contact for information about the Program and Program Projects. The Program Manager shall notify the Air District of the change of Program Liaison or of the Liaison's contact information in writing no later than thirty (30) days from the date of any change.
- 6) **Additional Provisions and Additional Acts and Documents:** Each Party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents that are reasonably required to carry out the provisions, intent and purpose of this Agreement. All attachments to this Agreement are expressly incorporated herein by this reference and made a part hereof as though fully set forth.
- 7) **Integration:** This Agreement, including all attachments hereto, represents the final, complete, and exclusive statement of the agreement between the Air District and the Program Manager related to the Parties' rights and obligations and subject matter described in this Agreement, and supersedes all prior and other contemporaneous understandings and

agreements of the parties. No Party has been induced to enter into this Agreement by, nor is any Party relying upon, any representation or warranty outside those expressly set forth herein.

- 8) **Amendment:** This Agreement may not be modified except in writing, signed by both Parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.
- 9) **Independent Contractor:** Neither the Program Manager nor its officers, employees, agents, or representative shall be considered employees or agents of the Air District.
- 10) **Assignment:** Neither Party shall assign, sell, license, or otherwise transfer any rights or obligations under this Agreement without the prior written consent of the other Party.
- 11) **Waiver:** No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the Party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a Party to enforce performance by the other Party of any term, covenant, or condition of this Agreement, and the failure of a Party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that Party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) **Severability:** If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
- 13) **Force Majeure:** Neither the Air District nor the Program Manager shall be liable for or deemed to be in default for any delay or failure in performance under this Agreement or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of this Agreement, or other causes, except financial that are beyond the reasonable control of the Air District or the Program Manager.
- 14) **Governing Law:** Any dispute that arises under or relates to this Agreement shall be governed by California law, excluding any laws that direct the application of another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Agreement, including mediation, shall be San Francisco, California.
- 15) **Effective Date:** The effective date of this Agreement is the date the Air District Executive Officer/Air Pollution Control Officer executes the Agreement.
- 16) **Survival of Terms:** Any terms of this Agreement that by their nature extend beyond the term (or termination) of this Agreement shall remain in effect until fulfilled, and shall apply to both parties' respective successors and assigns. Such terms include, but may not be limited to, the auditing requirements set forth in Paragraph II.11.

IN WITNESS WHEREOF, the Program Manager and the Air District have entered into this Agreement as of the date listed below.

**FOR PROGRAM MANAGER:**

by: \_\_\_\_\_  
Richard Napier  
City/County Association of Governments

Approved as to legal form (optional):

by: \_\_\_\_\_  
City/County Association of Governments

**FOR AIR DISTRICT:**

by: \_\_\_\_\_ Date: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO  
Bay Area Air Quality Management District

Approved as to legal form:

by: \_\_\_\_\_  
Brian C. Bunker, District Counsel  
Bay Area Air Quality Management District



## INSURANCE REQUIREMENTS

### Verification of Coverage

The Program Manager shall obtain and maintain certificates and/or other evidence of the insurance coverage required below. The Air District reserves the right to require the Program Manager to provide complete, certified copies of any insurance offered in compliance with these specifications. Certificates, policies and other evidence provided shall specify that the Air District shall receive 30 days advanced notice of cancellation from the insurers.

### Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement, the Program Manager shall obtain and maintain in full force and effect the Liability Insurance as set forth below, and shall require each Sub-awardee to obtain and maintain in full force and effect the Liability Insurance and Property Insurance as set forth below:

1. **Liability Insurance** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Program Manager and Sub-awardee, and to the operation of the vehicles, vessels, engines or equipment operated by the Sub-awardee.
2. **Property Insurance** in an amount of not less than the insurable value of Sub-awardee's vehicles, vessels, engines or equipment funded under the Agreement, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

### Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII. The Air District may, at its sole discretion, waive or alter this requirement or accept self-insurance in lieu of any required policy of insurance.



# C/CAG AGENDA REPORT

**DATE:** August 13, 2009

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 09-40 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$449,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program.

(For further information please contact Tom Madalena at 650-599-1460)

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## **RECOMMENDATION:**

That the C/CAG Board of Directors review and approve Resolution 09-40 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$449,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program.

## **FISCAL IMPACT:**

Under the TFCA Program there is a total allocation of \$1,070,722 of which \$449,000 is designated for the Alliance in FY 2009/2010.

## **SOURCE OF FUNDS:**

TFCA funds are derived from a Vehicle Registration Fee surcharge provided to C/CAG by the Bay Area Air Quality Management District (BAAQMD).

## **BACKGROUND/ DISCUSSION:**

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the March 12, 2009 C/CAG Board meeting the Board approved the Expenditure Plan for projects to be funded with the 2009/2010 allocation. The agreement is with the Peninsula Traffic Congestion Relief Alliance to operate the Countywide Voluntary Trip Reduction Program to assist private and public sectors to connect their employees and customers with transportation systems that provide an alternative to driving single occupant vehicles. The Countywide Voluntary Trip Reduction Program is funded by

**ITEM 5.3**

various sources through C/CAG, including the Countywide Congestion Relief Plan as well as the San Mateo County share of the Regional Rideshare Program funds made available through the Metropolitan Transportation Commission (MTC).

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

**ATTACHMENTS:**

- Resolution 09-40

## **RESOLUTION 09-40**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN THE AMOUNT OF \$449,000 UNDER THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE THE COUNTY-WIDE VOLUNTARY TRIP REDUCTION PROGRAM**

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its March 12, 2009 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

**WHEREAS**, the agencies implementing these projects, the scope of the work and the specified amount of Transportation Fund for Clean Air (TFCA) funding, have been identified and approved by the Board of Directors; and,

**WHEREAS**, it is necessary for C/CAG to enter into Project Sponsor agreements with the individual agencies receiving Transportation Fund for Clean Air (TFCA) project funding, setting forth the responsibilities of each party; and,

**WHEREAS**, one of these programs is to provide a County-wide Voluntary Trip Reduction Program and is sponsored by the Peninsula Traffic Congestion Relief Alliance.

**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 enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance for \$449,000 under the Transportation Fund for Clean Air (TFCA) Program. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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*Carole Groom, Vice Chair*



# C/CAG AGENDA REPORT

**DATE:** August 13, 2009

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 09-41 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$570,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

(For further information please contact Tom Madalena at 650-599-1460)

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## **RECOMMENDATION:**

That the C/CAG Board of Directors review and approve Resolution 09-41 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of 570,000 under the 2009/2010 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

## **FISCAL IMPACT:**

Under the TFCA Program there is a total allocation of \$1,070,722 of which \$570,000 is designated for the SamTrans Shuttle Bus Program in FY 2009/2010.

## **SOURCE OF FUNDS:**

TFCA funds are derived from a Vehicle Registration Fee surcharge provided to C/CAG by the Bay Area Air Quality Management District.

## **BACKGROUND/ DISCUSSION:**

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the March 12, 2009 C/CAG Board meeting the Board approved the projects to be funded with the 2009/2010 allocation. The agreement is with SamTrans to operate nine employer based shuttle bus programs that will connect major employment centers in Daly City, South San Francisco, Brisbane, Millbrae and San Bruno with BART stations.

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

## **ATTACHMENTS:**

- Resolution 09-41

**ITEM 5.4**





## **RESOLUTION 09-41**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE FUNDING AGREEMENT BETWEEN C/CAG AND THE SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) IN THE AMOUNT OF \$570,000 UNDER THE 2009/2010 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE SHUTTLE SERVICES.**

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its March 12, 2009 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

**WHEREAS**, the agencies implementing these projects, the scope of the work and the specified amount of Transportation Fund for Clean Air (TFCA) funding, have been identified and approved by the Board of Directors; and,

**WHEREAS**, it is necessary for C/CAG to enter into Project Sponsor agreements with the individual agencies receiving Transportation Fund for Clean Air (TFCA) project funding, setting forth the responsibilities of each party; and,

**WHEREAS**, one of these programs is to provide nine shuttles between various employment centers and BART stations and is sponsored by the San Mateo County Transit District.

**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 enter into an agreement with the San Mateo County Transit District for \$570,000 under the Transportation Fund for Clean Air (TFCA) Program. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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*Carole Groom, Vice Chair*



# C/CAG AGENDA REPORT

**DATE:** August 13, 2009

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 09-42 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$509,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2009/2010.

(Please contact Tom Madalena at 599-1460 with questions or for further information)

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## **RECOMMENDATION:**

That the Board review and approve Resolution 09-42 authorizing the C/CAG Chair to execute an agreement between the City/County Association of Governments (C/CAG) of San Mateo County and the Peninsula Traffic Congestion Relief Alliance in the amount of \$509,000 from the Congestion Relief Plan to provide the Countywide Voluntary Trip Reduction Program for FY 2009/2010 in accordance with staff recommendation.

## **FISCAL IMPACT:**

There is up to \$550,000 budgeted for the Countywide Voluntary Trip Reduction Program under the Congestion Relief Plan.

## **SOURCE OF FUNDS:**

The funds under the Congestion Relief Plan are derived from C/CAG Member Agency assessments.

## **BACKGROUND/ DISCUSSION:**

At the March 12, 2009 C/CAG Board meeting the Board approved the Congestion Relief Plan funding for the Alliance in the amount of \$509,000 for FY 2009/2010 for the County-wide Voluntary Trip Reduction Program. The attached agreement is with the Peninsula Traffic Congestion Relief Alliance (the Alliance) to operate the County-wide Voluntary Trip Reduction Program to assist private and public sectors to connect their employees and customers with transportation systems that provide an alternative to driving single occupant vehicles. This program is being jointly funded with revenues under the Transportation Fund for Clean Air Program and the Countywide Congestion Relief Plan.

**ITEM 5.5**

**ATTACHMENTS:**

- Resolution 09-42
- Congestion Relief Plan Funding Agreement with the Peninsula Traffic Congestion Relief Alliance

## **RESOLUTION 09-42**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) OF SAN MATEO COUNTY AND THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN THE AMOUNT OF \$509,000 FROM THE CONGESTION RELIEF PLAN TO PROVIDE THE COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM FOR FY 2009/2010.**

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its March 12, 2009 meeting approved programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and

**WHEREAS**, one of these programs is to provide a Countywide Voluntary Trip Reduction Program which is sponsored by the Peninsula Traffic Congestion Relief Alliance; and

**WHEREAS**, the Board of Directors at its March 12, 2009 meeting approved \$509,000 in funding under the Countywide Congestion Relief Plan for the Countywide Voluntary Trip Reduction Program; and

**WHEREAS**, it is necessary for C/CAG to enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance for Congestion Relief Plan funding, setting forth the responsibilities of each party.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that on behalf of C/CAG the Chair is authorized to enter into a funding agreement with the Peninsula Traffic Congestion Relief Alliance in the amount of \$509,000 from the Congestion Relief Plan. This agreement shall be in a form approved by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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*Carole Groom, Vice Chair*



**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE  
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE FOR THE  
COUNTYWIDE VOLUNTARY TRIP REDUCTION PROGRAM**

This Agreement, effective **July 1 2009**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the Peninsula Traffic Congestion Relief Alliance, hereinafter called "the Alliance."

**W I T N E S S E T H**

WHEREAS, it is necessary and desirable that the Alliance be engaged by C/CAG for the purpose of performing services hereinafter described:

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

1. **Services to be provided by the Alliance.** In consideration of the payments hereinafter set forth, the Alliance shall provide services in accordance with the terms, conditions and specifications set forth herein and in Exhibit A attached hereto and by this reference made a part hereof.
2. **Payments.** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to the Alliance as follows. Alliance shall submit to C/CAG monthly invoices in a total contract amount not to exceed five hundred nine thousand dollars (\$509,000). Payments shall be made within 30 days after receipt and approval of the monthly invoice from the Alliance. In the event that C/CAG makes any advance payments, the Alliance agrees to refund any amounts in excess of the amount owed by C/CAG at the time of termination of this Agreement.
3. **Relationship of the Parties.** It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. **Non-Assignability.** The Alliance shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. **Contract Term.** This Agreement shall be in effect as of July 1, 2009 and shall terminate on June 30, 2010; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to the Alliance. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, the Alliance shall be paid for all services provided to the date of termination.

6. **Hold Harmless/Indemnity.** The Alliance shall indemnify and save harmless C/CAG, its officers, directors, employees, and servants from all claims, suits, damages or actions of every name, kind, and description, arising from the Alliance's performance, or failure to perform under this Agreement.

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

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

7. **Insurance.** The Alliance or its subcontractors performing the services on behalf of the Alliance 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. The Alliance shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the Alliance's coverage to include the contractual liability assumed by the Alliance pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

**Liability Insurance.** The Alliance shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect the Alliance, 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 Alliance 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, C/CAG, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

8. **Non-discrimination.** The Alliance and its subcontractors performing the services on behalf of the Alliance 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. **Accessibility of Services to Disabled Persons.** The Alliance, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions.** If particular people are identified in Exhibit A as working on this Agreement, the Alliance will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. **Sole Property of C/CAG.** As between C/CAG and the Alliance any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Alliance which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

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

IN WITNESS WHEREOF, the parties hereto have affixed their hands to this agreement for the Countywide Voluntary Trip Reduction Program on the day and year as indicated below.

The Peninsula Traffic Congestion Relief Alliance

By \_\_\_\_\_ Date \_\_\_\_\_

The Peninsula Traffic Congestion Relief Alliance Legal Counsel

By \_\_\_\_\_

City/County Association of Governments (C/CAG)

By \_\_\_\_\_ Date \_\_\_\_\_  
Carole Groom  
C/CAG Vice Chair

C/CAG Legal Counsel

By \_\_\_\_\_  
Lee Thompson, C/CAG Legal Counsel

## Exhibit A

### Scope of Work

#### 1) Shuttle Management Program

##### **Objective:**

Provide the highest level of service to all Alliance managed shuttle route participants including city liaisons, employers, shuttle commuters and shuttle vendors.

##### **Program Goals:**

1. For South San Francisco, Brisbane, Foster City and Redwood City routes continue financial and operational management of routes.
2. For Brisbane and South San Francisco continue Shuttle Pass Program.
3. Continue financial management of demonstration project for a hydrogen fuel cell shuttle, currently operating in East Palo Alto through December 2009.
4. Assist shuttle riders with shuttle route concerns on a daily basis.
5. Provide shuttle vendors with immediate feedback from riders to address their concerns.
6. Increase shuttle rider satisfaction and retain current shuttle riders, increasing opportunity to increase new ridership with existing service.
7. Refer and/or provide consulting services to cities interested in determining feasibility of new shuttle program in cooperation with SamTrans.
8. Decal remaining shuttle vehicles and ensure shuttle stop signs are installed along routes that do not yet have signage installed.
9. Continue to provide rider quality of service surveys.
10. Provide shuttle riders "thank you" with bi-annual appreciation prize drawing.
11. Maintain current shuttle routes including:

Brisbane – Bayshore/Brisbane Commuter Caltrain Shuttle

Brisbane - Crocker Park BART Shuttle

Burlingame – Bayside Area BART/Caltrain Shuttle

Burlingame – North Burlingame Area BART/Caltrain Shuttle

C/CAG Hydrogen Demonstration Shuttle (currently operating in East Palo Alto through December 2009)  
 Foster City – North Foster City BART/Caltrain Shuttle  
 Foster City – Lincoln Centre Caltrain Shuttle  
 Foster City - Connections Community Shuttle (2 Routes – Red and Blue Line)  
 Redwood City – MidPoint Caltrain Commuter Shuttle  
 Redwood City – Midday On-Demand Community Shuttle, “Climate Best Express”  
 San Mateo/Foster City – Mariners Island Shuttle  
 San Mateo - Norfolk Area Caltrain Shuttle  
 San Mateo - Campus Drive Area Caltrain Shuttle  
 South San Francisco - Oyster Point BART Shuttle  
 South San Francisco - Oyster Point Caltrain Shuttle  
 South San Francisco - Utah/Grand BART Shuttle  
 South San Francisco - Utah/Grand Caltrain Shuttle

In addition to ongoing shuttle activities which include financial responsibilities for ten shuttle routes (representing 14 vehicles) the Alliance shuttle department also handles operational activities on a regular basis as follows:

- Liaison with shuttle vendor
- Liaison with city staff when necessary related to routes within each city
- Handle customer service calls with shuttle riders
- Periodic shuttle driver checks along with shuttle routes

## 2) Shuttle Marketing/Outreach

### **Objective:**

Increase the number of employers participating financially in Alliance managed routes which will result in an increase in ridership.

### **Program Goals:**

1. Increase ridership on current shuttle routes to encourage an Equivalent Fare Box Ratio of 25% or more on all commute hour routes and a cost per passenger of \$4.00 or less.
2. Expand employer participation in consortium routes by 10% to reduce cost to participating cities or to the Alliance (if financially managed by the Alliance).
3. Promote employer participation in employer consortium routes.
4. Promote community routes when cities, stakeholders and SamTrans service planning staff deem appropriate.
5. Provide marketing/outreach efforts for shuttle routes in San Mateo County not currently managed by the Alliance.

### **3) Marketing and Outreach of All Other Alliance Programs**

#### **Objective:**

Increase the number of employers who are actively engaged with the Alliance by 100 additional employers. These are employers who currently utilize at least one of the Alliance's commute alternative programs.

Increase the number of programs current employers who are actively engaged with the Alliance are utilizing in order to increase program incentives usage. Concentrate specifically on employers with 100 employees or more.

Maintain the Alliance database with at least 3,500 employers at a minimum as potential users of Alliance programs. These employer records are to be the most current contacts and Alliance information should be mailed or provided to them in person on a regular basis.

#### **Program Goals:**

1. Plan and implement bicycle incentive for new cyclists for a limited period in and around Bike to Work Day.
2. Promote Try Transit Incentive Program for residents as well as commuters. Encourage residents who frequently make trips to specific destinations to try public transit rather than driving.
3. Promote Small Employer Incentive Program. Host breakfast or lunch for employers of 20 employees or less to provide commute alternative information to educate employees about their commute options to the single occupant vehicle.
4. Promote Employer Referral Program. Active employers that provide a referral to an employer not currently taking an Alliance commute alternative program will receive a gift certificate.
5. Promote Employer Referral Program. Active employers that provide a referral to an employer not currently taking an Alliance commute alternative program will receive a gift certificate.
6. Promote School Pool program encouraging schools to manage their school data internally. Provide school pool incentive to participants.
7. Promote Emergency Ride Home Program to increase the number of employers utilizing the program for their employees by 20%.
8. Promote Carpool Incentive Program for Commuters providing gas card incentive of \$60 per passenger as a one-time incentive to carpool (this is comparable to the

incentive provided by other TDM agencies in other counties in the Bay Area).

9. Promote Carpool to College Program at beginning of San Mateo Community College District semesters to encourage participation.
10. Promote Commuter Benefits for employers to determine how best to offer commuter benefits to their employees up to the maximum of \$230.00 per month per employee.
11. Promotion of Vanpool Incentive programs including \$500 for vanpool driver who drives a vanpool for six months and 3 month subsidy for vanpool passenger costs up to \$100 per month maximum for those who ride in the vanpool for 3 months. Increase number of participants utilizing vanpool incentive and work with Regional Rideshare Program to fill vacant seats in currently running vanpools.
12. Promote and conduct bicycle and pedestrian safety program classes to interested employers at their worksites, for cities and for school districts. Conduct a minimum of four workshops during the year.
13. Promote Bicycle Racks & Lockers Incentive Program to employers, cities, school districts and other entities. Maximize incentive by conducting special promotions during the year.
14. Promote Try Transit Program to potential riders who currently drive rather than take public transit. Work with participating transit agencies including: BART, SamTrans, Caltrain, VTA, and AC Transit.
15. Continue Downtown Dasher Program, sponsored by the City of South San Francisco, transporting employees East of 101 to downtown South San Francisco during the mid-day.
16. Promote Commuter Club Program directly to commuters to provide transportation information via email to those interested in commute options.
17. General Marketing/Outreach conducted throughout the year to increase the usage of Alliance offered programs that benefit interested parties such as employers, commuter, residents, transit agencies and city officials. Annual events such as the Try Transit Campaign and Bike to Work Day will be planned to help generate additional awareness of commute alternative programs.
18. Additional marketing and outreach efforts include ensuring its marketing efforts support and are coordinated with 511 marketing efforts, promoting 511 Regional Rideshare Program's ridematching tool for carpools and vanpools.
19. Continued enhancement of the Alliance's website to make it as user friendly and informative as possible.

In addition, the following specific activities are planned per quarter for the Alliance

marketing/outreach (programs representatives):

**A) 1<sup>st</sup> Quarter**

1. Implement Coastside outreach activities in Pacifica and Half Moon Bay to promote extended SamTrans bus service and other commute alternative programs.
2. Participate in city summer festivals to promote Alliance programs to residents and commuters.
3. Implement commuter tax benefit reimbursement program for new public transit and vanpool riders (administrative costs waived for start-up of new program)

**B) 2<sup>nd</sup> Quarter**

1. Plan and participate in employer health and benefit and transportation fairs.
2. Planning and implementation of annual Try Transit Campaign in partnership with interested transit agencies, particularly, Caltrain and SamTrans.

**C) 3<sup>rd</sup> Quarter**

1. Plan and implement small employer incentive program.
2. Plan and implement special promotion for bicycle rack and locker incentive program.
3. Plan and implement bicycle incentive campaign for new cyclists during promotion of Bike to Work Day.

**D) 4<sup>th</sup> Quarter**

1. Plan and participate in employer Earth Day events.
2. Plan and implementation of Bike to Work Day activities as county-wide coordinator for Bike to Work Day in San Mateo County.

**4) Sales Goals for Marketing and Outreach (Programs Representatives)**

In order to achieve the marketing and outreach program goals, a number of sales goals have been established for the programs representatives and these include the following:

1. Generate 240 sales calls per programs representative per quarter (or 20 calls per week) to prospect for new business and or to contact current employers/businesses. At least 40% of these calls should be to prospect for new business.
2. Schedule 15 in-person meetings per programs representative per quarter to discuss

programs with existing employers or new business prospects (including participation in employer fairs).

3. Obtain 9 new (Active) customers per programs representative, per quarter and maintain 142 existing customers in the Maintenance category per programs representative, per quarter.
4. Target current or prospective employers (of 100 employees or more) to increase program usage. Obtain additional program usage by at least 2 employers per programs representative per quarter.
5. Obtain a total of 100 new Active employers during the coming fiscal year as an overall department goal and maintain 3,500 employers in our database providing mailing or in-person meetings and keeping current contact information.



## C/CAG AGENDA REPORT

Date: August 13, 2009

TO: C/CAG Board of Directors

From: Richard Napier - C/CAG

Subject: Review and approval of Resolution 09-43 authorizing the C/CAG Chair to execute the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$70,600 for FY 09-10  
(For further information or response to question's, contact Richard Napier at 650 599-1420)

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### **Recommendation:**

Review and approval of Resolution 09-43 authorizing the C/CAG Chair to execute the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$70,600 for FY 09-10 in accordance with the staff recommendation.

### **Fiscal Impact:**

A total of \$70,600 for FY 09-10.

### **Revenue Source:**

Member assessments, parcel fee, motor vehicle fee (AVA/ TFCA/ AB1546) and State/ Federal Transportation Funds.

### **Background/ Discussion:**

The City of San Carlos is the Financial Agent for C/CAG. C/CAG annually negotiates a fee for these services. The City of San Carlos has prepared an agreement to reflect the scope of services and the agreed upon fee for these services for FY 09-10 - \$70,600. There has been very little change in this cost for the past three years: FY 07-08 \$68,000, FY 08-09 \$70,500, and FY 09-10 \$70,600. The cost for bank fees, storage, postage, and audit are billed separately. The projected cost for the audit is \$9,445. This cost is included in the adopted C/CAG Budget.

A high level of service has been achieved by the City of San Carlos. All reports were provided on a timely basis. Additionally the City of San Carlos staff have been very responsive to requests from C/CAG staff.

C/CAG staff recommends that the Board approve this agreement between C/CAG and the City of San Carlos.

**ITEM 5.6**

**Attachment:**

Resolution 09-43

City of San Carlos Financial Services Agreement - Agreement for Services

**Alternatives:**

- 1- Review and approval of Resolution 09-43 authorizing the C/CAG Chair to execute the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$70,600 for FY 09-10 in accordance with the staff recommendation.
- 2- Review and approval of Resolution 09-43 authorizing the C/CAG Chair to execute the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$70,600 for FY 09-10 in accordance with the staff recommendation with modifications.
- 3- No Action.

## **RESOLUTION 09-43**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE AGREEMENT BETWEEN C/CAG AND THE CITY OF SAN CARLOS TO PROVIDE FINANCIAL SERVICES TO C/CAG FOR A TOTAL OF \$70,600 FOR FY 09-10**

**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 utilizes the services of its member agencies in order to minimize staff and cost; and,

**WHEREAS**, the City of San Carlos has been designated as the C/CAG Financial Agent; and,

**WHEREAS**, the City of San Carlos has proposed a cost for the financial services; and,

**WHEREAS**, C/CAG and the City of San Carlos wish to set forth the terms and conditions, funding, and scope of work for the financial services.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County authorizing the Chair to execute the Financial Service Agreement between the City of San Carlos and C/CAG in an amount not to exceed **\$70,600**.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

---

Carole Groom, Vice Chair



## AGREEMENT FOR SERVICES

**THIS AGREEMENT** is made and entered into as of the \_\_\_ day of June, 2009 by and between the **CITY OF SAN CARLOS**, hereinafter referred to as "CITY", and **CITY/COUNTY ASSOCIATION OF GOVERNMENT OF SAN MATEO COUNTY**, a California Joint Powers Authority hereinafter referred to as "C/CAG".

### RECITALS

**THIS AGREEMENT** is entered into with reference to the following facts and circumstances:

- A. C/CAG is both joint powers authority established under Government Code §6500 et seq.
- B. That C/CAG desires to engage the CITY to render certain financial services to C/CAG related to carrying on the day to day financial operations of C/CAG.
- C. That CITY is qualified to provide such services to C/CAG; and
- D. That C/CAG has elected to engage the services of CITY upon the terms and conditions as hereinafter set forth.

### TERMS AND CONDITIONS

#### 1. **Services.**

The services to be performed by CITY under this Agreement shall include those services set forth in **Exhibit A**, which is by this reference incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit A is hereby made an obligation of CITY under this Agreement, subject to any changes that may be made subsequently hereto upon the mutual written agreement of said Parties.

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

**2. Term of Agreement.**

Said services shall commence on execution and shall continue until completion of the task set forth in Exhibit A as described in the preceding section, or until terminated by thirty (30) days written notice by either Party.

**3. Compensation.**

Payment under this Agreement shall be as per Exhibit A.

**4. Authorization and Termination.**

This Agreement becomes effective when endorsed by the Parties in the space provided below.

**5. Relationship of Parties.**

It is understood that the relationship of CITY to C/CAG is that of an independent contractor and all persons working for or under the direction of CITY are its agents or employees and not agents or employees of C/CAG.

**6. Nonassignment.**

This Agreement is not assignable either in whole or in part.

**7. Amendments.**

This Agreement may be amended or modified only by written agreement signed by both Parties.

**8. Validity.**

The invalidity, in whole or in part, of any provisions of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

**9. Governing Law/Litigation.**

This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California. In the event of litigation between the Parties hereto to enforce any provision of the Agreement, the unsuccessful Party will pay the reasonable expenses of litigation of the successful Party.

**10. Mediation.**

Should any dispute arise out of this Agreement, the Parties shall meet in mediation and attempt to reach a resolution with the assistance of a mutually acceptable mediator. Neither Party shall be permitted to file legal action without first meeting in mediation and making a good faith attempt to reach a mediated resolution. The costs of the mediator, if any, shall be paid equally by the Parties. If a mediated settlement is reached, neither Party shall be deemed the prevailing party for purposes of the settlement, and each Party shall bear its own legal costs.

**11. Entire Agreement.**

This Agreement, including Exhibit A, comprises the entire Agreement.

**12. Indemnity.**

CITY shall defend, indemnify and hold C/CAG and its officers and employees harmless from any and all claims and liabilities related to or as a result of CITY's performance of this Agreement.

**13. Insurance.**

CITY shall not commence work under this Agreement until all insurance required under this Paragraph has been obtained. CITY shall furnish C/CAG with certificates of insurance evidencing the required coverage. C/CAG will be named as additional insured in the policy. 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 any cancellation or modification of the policy.

**a. Workers' Compensation and Employers' Liability Insurance.**

CITY shall have in effect during the entire life of this Agreement Workers' Compensation and Employers' Liability Insurance providing full statutory coverage. In signing this Agreement, CITY makes the following certification, required by Section 1861 of the California Labor Code:

I am aware of the provisions of Section 37900 of the California Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

**b. Liability Insurance.**

CITY shall maintain during the life of this Agreement such bodily injury liability and property damage liability insurance as shall protect CITY 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 claims for property damage which may arise from CITY's work under this Agreement, whether such work be by CITY or by any subcontractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be One Million and no/100 Dollars (\$1,000,000.00) combined single limit bodily injury and property damage for each occurrence. C/CAG, its officers, employees and agents shall be maintained as additional insureds on said policy, and a certificate of said coverage shall be delivered to the SBWMA before any work commences. All insurance shall be with insurance carriers licensed in the State of California and in good standing with the California Department of Insurance. It is understood the CITY is a member of the ABAG insurance JPA and C/CAG accepts that insurance coverage for purposes of this Agreement.



**14. Notice.**

All notices required by this Agreement shall be given to CITY and C/CAG in writing, by first class mail, postage prepaid, addressed as follows:

**CITY:** City of San Carlos  
City Hall, 600 Elm Street  
San Carlos, CA 94070  
Attention: City Manager

**JPs:** City/County Association of Government  
Of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
San Mateo, CA 94063  
Attention: Executive Director

**IN WITNESS WHEREOF**, the Parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

DATED: \_\_\_\_\_, 2009

CITY OF SAN CARLOS

BY: \_\_\_\_\_  
Mark Weiss, CITY MANAGER

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2009

BY: \_\_\_\_\_  
Greg Rubens, CITY ATTORNEY

CITY/COUNTY ASSOCIATION OF  
GOVERNMENT OF SAN MATEO COUNTY

DATED: \_\_\_\_\_, 2009

BY: \_\_\_\_\_  
Carole Groom, Vice Chair

APPROVED AS TO FORM:

DATED: \_\_\_\_\_, 2009

BY: \_\_\_\_\_  
C/CAG ATTORNEY



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

**A. SCOPE OF SERVICES**

1. The City will perform Finance Director and financial services for C/CAG, including establishing and maintaining bank and investment accounts; financial system set up; establishing and implementing internal financial controls, financial policies and procedures and investment policies; paying vendors; managing receivables; investing surplus cash; reporting financial results; managing the year-end audit process; and performing those tasks necessary to implement these services.

2. In performing the Services under this Agreement, the City employees assigned to provide C/CAG services shall comply with C/CAG's Bylaws and other rules, principles, and laws applicable specifically to C/CAG, including without limitation, C/CAG's Financial Policy and Procedures, as may be amended from time to time.

3. Nothing herein shall prohibit or otherwise limit C/CAG's right to enter into further agency agreements and/or work order arrangements with other public agencies for the provision of these or other services.

**B. COMPENSATION**

1. C/CAG agrees to pay to City the full cost of providing financial services as shown in this Exhibit A, as the same may be amended from time to time by agreement between the Parties.

2. C/CAG and City acknowledge and agree that compensation paid by C/CAG to City under this Agreement is based upon City's cost of providing the services required hereunder, including salaries and benefits of employees.

3. C/CAG agrees to reimburse the City for Finance Director and financial services. Direct external costs are borne by C/CAG. Finance Director and financial services costs are those expenses necessary to administer this Agreement and are included in the fixed rate. City will provide these services for a fixed annual fee of the following:

FY 2010 (July 1, 2009 to June 30, 2010) = \$70,600

Thereafter the fixed rate will be adjusted on an annual basis.

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4. Terms of Payment. The City shall submit invoices quarterly for the prior quarter's services. Invoices shall be submitted 30 days prior to the end of the first quarter and shall be delinquent if not paid within 30 days of receipt. Each invoice will

detail the quarterly cost of services and prior quarter's direct external costs. Delinquent payments will be subject to a late payment carrying charge computed at a periodic rate of 1% per month, which is an annual percentage rate of 12%, which will be applied to any unpaid balance owed commencing seven (7) days after the payment due date.

5. Charges for other services and special projects, not included within the agreement, requested of the City will be at a mutually agreed upon rate. External vendor charges, such as independent auditor, postage, storage and legal fees, will be paid directly by C/CAG or reimbursed by C/CAG if paid by the City, and be without City overhead fees. The City will manage the outside audit process (C/CAG's costs for this management service are included in the annual Administrative Charge).

**CCAG FINANCIAL SERVICES ESTIMATE**

Scope of Financial Services to include:	<u>FY 2008</u>	<u>FY 2009</u>	<u>FY 2010</u>	% Inc
Daily Cash			\$ 6,300.00	
Administrative Services			\$ 1,300.00	
Accounts Payable			\$ 19,000.00	
General Ledger			\$ 10,500.00	
Billing			\$ 2,300.00	
Cash Receipts			\$ 2,300.00	
Financial & Budget Reporting			\$ 7,200.00	
Audit & CAFR			\$ 21,700.00	
<b>Total to be performed by City of San Carlos</b>	<b>\$ 68,000.00</b>	<b>\$ 70,500.00</b>	<b>\$ 70,600.00</b>	<b>0%</b>

Charges for other services and special projects requested of the City will be at a rate of \$97.49 per NBS Schedule

Other Charges to be billed separately	
Maze & Associates Audit Fees *	\$ 9,445.00
Storage costs	pass thru
Postage costs	pass thru
<b>Total Financial Services</b>	<b>\$ 80,045.00</b>

\* Maze Audit fees per Engagement Letter



# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/County Association of Governments Board of Directors  
**From:** San Mateo County Energy Watch – County of San Mateo  
**Subject:** Second Quarter 2009 status report on the San Mateo County Energy Watch partnership with PG&E.

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## **RECOMMENDATION**

That the C/CAG Board review and approve the second quarter report of the San Mateo County Energy Watch program (SMC Energy Watch).

## **FISCAL IMPACT**

No current fiscal impact. However continued efforts to spend 2009-2011 program funding in a cost-effective manner could result in additional funding for the program should the \$3.5M of funding run out before the end of the three-year program cycle.

## **SOURCE OF FUNDS**

Ratepayer, Public Goods Fund dollars to San Mateo County Energy Watch program funding through PG&E under the auspices of the California Public Utilities Commission (CPUC).

## **BACKGROUND/DISCUSSION**

### **Background on Energy Watch Program**

San Mateo County Energy Watch is a local-government partnership between the City/County Association of Governments of San Mateo County (C/CAG) and PG&E. San Mateo County Energy Watch, as a new partnership, is beginning to offer a comprehensive portfolio of energy-efficiency programs, including audits, retrofits and rebates, to municipalities, small businesses, non-profits and residential customers. SMC Energy Watch will also offer energy-efficiency education and training seminars, as well as support for the County Energy Strategy and countywide climate action efforts.

C/CAG is partnering with RecycleWorks, the Waste Management and Environmental Services

**ITEM 5.7**

section of the County of San Mateo's Public Works Department, for the management of the SMC Energy Watch program.

### **Bridge Funding Period**

The California Public Utilities Commission (CPUC), the agency that provides authority over this local-government partnership, has delayed the approval of 2009-11 budgets for local-government partnerships and will issue approval later this year. The SMC Energy Watch program has, therefore, been ramping up and operating with a limited budget during this delay.

### **Public Facilities**

SMC Energy Watch is partnering with Ecology Action, a non-profit that has a history of successfully operating energy-efficiency programs for PG&E. SMC Energy Watch is currently building its pipeline of projects, by auditing public and non-profit facilities and discussing potential projects during meetings with public agencies and non-profits. SMC Energy Watch is also working with public agencies with pending projects from the previous ABAG Energy Watch program.

SMC Energy Watch is also assisting cities in benchmarking their facilities. Benchmarking municipal facilities has many benefits: it will help the SMC Energy Watch team identify which facilities have the most potential for energy savings. It will also allow city staff to track their energy usage over time and compare their facilities' energy consumption with similar buildings, as well as help them prioritize facilities for retrofitting.

### **Commercial**

SMC Energy Watch is also working with Ecology Action to provide energy-efficiency services for small- and medium-sized businesses. This commercial retrofit program has been underway since January 2009, and this portion of the program alone has been the source of energy savings to the program.

### **Residents**

SMC Energy Watch will initially service moderately low-income residents, offering free weatherization and energy-efficiency services such as installing attic insulation and energy-efficient furnaces. These services will be available later this year. SMC Energy Watch's partner will be El Concilio of San Mateo, a non-profit that works with PG&E to provide these services to low-income residents.

### **Marketing and Outreach**

SMC Energy Watch is currently developing marketing materials, such as a website ([www.smcenergywatch.com](http://www.smcenergywatch.com)), brochures, flyers and presentations. We expect the website to go live by early fall.

### **Performance to Date**

Please refer to the attached chart provided by the Energy Watch contractor Ecology Action.



There are three measures used to determine the success of the program during the Bridge Funding Period:

**Kilowatt Hours (kWh)** is the annual energy savings to customers as a result of the program efforts. Through July 21, 2009, the program achieved 2,407,127 kWh of energy savings. This is 107% of the projected goal through July 21, 2009.

**Rebate** is the money rebated back to the customers of the program for the energy efficiency efforts that they have agreed to undertake. The CPUC and PG&E have specific guidelines on how much money can be spent from the program budget in the form of rebates. Through July 21, 2009 the program has spent only 73% of the program rebates projected through this first quarter.

**Dollars per Kilowatt hour (\$/kWh)** is also a measure that is closely tracked by the CPUC and PG&E. Twelve cents per kWh is the maximum average rebate allowed under the program. The higher the average rebate for the program, the less cost effective the program. Through July 21, 2009, the program is averaging only 69% of the maximum allowable rebate.

### **Forecast and Conclusion**

The SMC Energy Watch program is a new partnership and the energy saving goals of the program have only been realized by what is called the Commercial Direct-Install portion of the program being performed by Ecology Action in the commercial sector in San Mateo County. The Residential and Municipal sectors have not generated any energy savings to date. In addition, the program has goals for energy savings from Natural Gas (Therms), which have not yet been addressed but will mainly come from Municipal sector retrofits such as boilers and HVAC.

The Commercial Direct-Install program is very efficient in terms of energy savings, rebates and \$/kWh for the program. It is therefore expected that the program would be ahead in all three measurement areas. Future elements of the program, such as Non-Residential Retrofit (NRR) will be more costly per energy savings and more costly overall.

### **ATTACHMENTS**

- Performance to Date / Forecast (prepared by Ecology Action)

# Performance to Date / Forecast

kWh	Jan-Apr	May	June	PTD	July	Aug-Sept	Oct-Dec	TOTALS
Goals	680,852	157,404	160,351	1,000,607	164,669	157,603	129,338	2,120,140
Actuals/Forecast	660,912	136,772	134,443	1,132,127	200,000	200,000	225,000	2,407,127

To-Date Performance
<b>107%</b>

Rebate	Jan-Apr	May	June	PTD	July	Aug-Sept	Oct-Dec	TOTALS
Goals	\$ 88,143	\$ 23,269	\$ 25,171	\$ 127,208	\$ 26,852	\$ 28,223	\$ 31,704	\$ 254,416
Actuals/Forecast	\$ 68,262	\$ 9,956	\$ 15,065	\$ 93,343	\$ 20,000	\$ 22,000	\$ 29,250	\$ 247,053

To-Date Performance
<b>73%</b>

\$ / kWh	Jan-Apr	May	June	PTD	July	Aug-Sept	Oct-Dec	TOTALS
Goals	\$0.13	\$0.15	\$0.16	\$0.12	\$0.16	\$0.18	\$0.25	\$0.12
Actuals/Forecast	\$0.08	\$0.07	\$0.11	\$0.06	\$0.10	\$0.11	\$0.13	\$0.10

To-Date Performance
<b>69%</b>

Performance	Jan-Apr	May	June	PTD	July	Aug-Sept	Oct-Dec	TOTALS
Goals	\$72,443	\$16,748	\$17,061	\$112,791	\$17,521	\$16,769	\$13,762	\$225,583
Actuals/Forecast	\$91,601	\$14,553	\$14,305	\$120,458	\$21,280	\$21,280	\$23,940	\$256,118

To-Date Performance
<b>107%</b>

-09-

# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of Resolution 09-44 authorizing the C/CAG Chair to execute an agreement with the San Mateo County Transportation Authority (TA) to provide \$3,000,000 in local match for the Traffic Light Synchronization Program (1B State Transportation Bond fund) for the San Mateo County Smart Corridors Project

(For further information contact Richard Napier at 599-1420 or John Hoang at 363-4105)

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## RECOMMENDATION

That the C/CAG Board review and approve Resolution 09-44 authorizing the C/CAG Chair to execute an agreement with the San Mateo County Transportation Authority (TA) to provide \$3,000,000 in local match for the Traffic Light Synchronization Program (1B State Transportation Bond fund) for the San Mateo County Smart Corridors Project.

## FISCAL IMPACT

Approximately \$25.4 million (\$4.4 million – design, \$21 million – construction) has been programmed for the funded segments of the Smart Corridors Project.

## SOURCE OF FUNDS

The Smart Corridor Project is funded by a combination of Traffic Light Synchronization Program (TLSP), State Transportation Improvement Program (STIP), Federal Congestion Mitigation and Air Quality (CMAQ), C/CAG Congestion Relief Program (CRP), and TA Measure A funds.

\$ 10,000,000	TLSP
\$ 11,000,000	STIP
\$ 3,000,000	TA ( <i>local match for TLSP</i> )
\$ 1,000,000	C/CAG - CRP ( <i>local match for TLSP</i> )
\$ 367,000	CMAQ

## BACKGROUND/DISCUSSION

The Smart Corridors Project (funded segment) is located along portions of the U.S. 101 corridor including State Route 82 (El Camino Real) and local arterial streets between I-380 and Whipple Avenue. The project will implement inter-jurisdictional traffic management strategies by deploying integrated Intelligent Transportation System (ITS) and provide local jurisdictions the

**ITEM 5.8**

tools to mitigate recurring/non-recurring traffic congestion, improve traffic operations, and optimize existing roadway facilities. The project includes traffic signal modifications, traffic monitoring and control devices, traffic guidance devices, and communication systems that will connect between field devices with traffic management centers within all involved agencies.

In March 2008 (Resolution 08-07), the Board authorized staff to work with the San Mateo County Transportation Authority (TA) to negotiate a fund swap between the Measure A funds and C/CAG administered STIP funds in the amount of \$3,000,000. In exchange for receiving Measure A funds, C/CAG agreed to provide an equal amount of STIP funding to the TA in future years. The Measure A funds, which was considered part of the local match for the purpose of the TLSP Program, enabled C/CAG to compete for and subsequently was awarded \$10 million in TLSP funding.

The funding agreement for the full amount of \$3,000,000 is currently being developed and will be executed prior to the start of construction work for Phase 1 (City of San Mateo Pilot Project), which is anticipated to begin in September/October 2009. The TA has already allocated the funds and will provide funds to C/CAG on a reimbursement basis. Reimbursement of TA funds will coincide with the TLSP fund allocation and reimbursement request process.

#### **ATTACHMENT**

- Resolution 09-44

**RESOLUTION 09-44**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (TA) TO PROVIDE \$3,000,000 IN LOCAL MATCH FOR THE TRAFFIC LIGHT SYNCHRONIZATION PROGRAM (1B STATE TRANSPORTATION BOND FUND) FOR THE SAN MATEO COUNTY SMART CORRIDORS PROJECT**

**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 was awarded \$10M in funding from the Traffic Light Synchronization Program (TLSP), which is part of the Proposition 1B State Infrastructure Bond; and

**WHEREAS**, the TA Measure A funds were combined with C/CAG administered Congestion Relief Program (CRP) funds and considered as local match for the purpose of the TLSP Program,

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an Agreement with the San Mateo County Transportation Authority to provide matching funds for an amount of \$3,000,000. It is also resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by the C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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*Carole Groom, Vice Chair*



# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Legislative update.  
(A position may be taken on any legislation, including legislation not previously identified.)

(For further information please contact Joe Kott at 650-599-1453)

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## RECOMMENDATIONS

Information only: an update on the following bills: AB 744, SB 205, SB 737, SB 346, and SB 406, as well as on the votes of San Mateo County State legislators on recent State budget legislation..

## FISCAL IMPACT

Not applicable.

## SOURCE OF FUNDS

Not applicable.

## LEGISLATIVE PRIORITY

To be discussed at this meeting.

## BACKGROUND/DISCUSSION

Each year, the C/CAG Board takes positions with respect to legislation under consideration in Sacramento. The attached documents, State Legislation Status as of August 2009 and State Budget Legislation Vote "Scorecard", contain summary information on measures on C/CAG's "Support" and "Watch" lists and on State budget bills recently passed, respectively.

## ATTACHMENT

- State Legislation Status as of August 2009
- State Budget Legislation Vote "Scorecard"

**ITEM 6.1**





## STATE LEGISLATION STATUS AS OF AUGUST 2009

### **AB 744 (Torrico) Transportation: toll lanes: Express Lane Network**

**Introduced:** 02/26/2009

**Last Amend:** 07/15/2009

**Status:** 07/16/2009-Joint Rule 62(a), file notice suspended. From committee: Do pass, and re-refer to Com. on APPR. Re-referred. (Ayes 6. Noes 1.) (July 16).

**Location:** 07/16/2009-S APPR.

**Calendar:** 08/17/09 11 a.m. - John L. Burton Hearing Room (4203) SEN  
APPROPRIATIONS

**Summary:** Would authorize the Bay Area Toll Authority to develop, administer, operate, and maintain a Bay Area Express Lane Network on state highways within the 9 Bay Area counties pursuant to a development plan recommended by the Bay Area Express Lane Network Project Oversight Committee, which the authority would be required to establish. The bill would authorize the authority to establish the fee structure for use of the express lanes and would require a public hearing in that regard. The bill would authorize the authority to determine the types of vehicles that may use the lanes. The bill would prohibit the authority from converting existing non-tolled general purpose lanes to express lanes. The bill would provide for agreements between the authority and the Department of Transportation and the Department of the California Highway Patrol. The bill would require revenues from the express lanes to be deposited in the Bay Area Express Lane Network Account, which the authority would be required to create. The bill would authorize the authority to issue revenue bonds for the express lane program. The bill would specify the use of revenues in the account, including the net revenues remaining after expenses and obligations, including revenue bond obligations, for the express lane program are satisfied. The bill would provide for certain payments by the authority to the Department of Transportation and the Department of the California Highway Patrol relative to their responsibilities with regard to the express lane program, and would continuously appropriate the amount of those payments to those agencies for those purposes. The bill would require the Sunol Smart Carpool Lane Joint Powers Authority, the Alameda County Congestion Management Agency, and the Santa Clara Valley Transportation Authority to enter into agreements with the Bay Area Toll Authority by January 1, 2011, to provide for the transfer of their rights and obligations relative to HOT lane projects to the Bay Area Toll Authority. The bill would enact other related provisions. This bill contains other related provisions and other existing laws.

**Laws:** An act to amend Section 30913 of, and to add Sections 27566, 30914.6, and 30914.7 to, the Streets and Highways Code, and to amend Section 21655.6 of the Vehicle Code, relating to transportation, and making an appropriation therefor.

*League of California Cities Position: Watch*

*California State Association of Counties Position: Watch*

*Metropolitan Transportation Commission Position: Support*

*C/CAG Position: Watch*

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**SB 205 (Hancock) Traffic congestion: motor vehicle registration fees.**

**Introduced:** 02/23/2009

**Last Amend:** 07/13/2009

**Status:** 07/13/2009-Read second time. Amended. Re-referred to Com. on APPR.

**Location:** 07/13/2009-A APPR.

**Summary:** Would authorize a countywide transportation planning agency, by a majority vote of the agency's board, to impose an annual fee of up to \$10 on motor vehicles registered within the county for programs and projects for certain purposes. The bill would require voter approval of the measure. The bill would require the department, if requested, to collect the additional fee and distribute the net revenues to the agency, after deduction of specified costs, and would limit the agency's administrative costs to not more than 5% of the distributed fees. The bill would require that the fees collected may only be used to pay for programs and projects bearing a relationship or benefit to the owners of motor vehicles paying the fee and are consistent with a regional transportation plan, and would require the agency's board to make a specified finding of fact in that regard. The bill would require the governing board of the countywide transportation planning agency to adopt a specified expenditure plan.

**Laws:** An act to add Section 65089.20 to the Government Code, and to add Section 9250.4 to the Vehicle Code, relating to traffic congestion.

*League of California Cities Position: Watch*

*California State Association of Counties Position: Watch*

Metropolitan Transportation Commission Position: No Position

C/CAG Position: Watch

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**SB 346 (Kehoe) Hazardous materials: motor vehicle brake friction materials.**

**Introduced:** 02/25/2009

**Last Amend:** 06/24/2009

**Status:** 06/25/2009-Set, first hearing. Hearing canceled at the request of author.

**Location:** 06/24/2009-A E.S. & T.M.

**Summary:** Would require the department to conduct a baseline survey, on or before January 1, 2013, of the concentration levels of nickel, zinc, copper, and antimony in motor vehicle brake friction materials. The bill would require the department, commencing on January 1, 2013, and at least every 3 years thereafter, to monitor the concentration levels of those metals in motor vehicle brake friction materials to ensure that those levels do not increase by more than 50% above the baseline levels established through the baseline survey. The bill would require the department to take specified action if any of those metals increased by more than 50%, and would require the department to prioritize the presence of those constituents in brake friction materials for regulation, as specified. This bill contains other related provisions and other existing laws.

**Laws:** An act to add Article 13.5 (commencing with Section 25250.50) to Chapter 6.5 of Division 20 of the Health and Safety Code, relating to hazardous materials.

*League of California Cities Position: Support*

*California State Association of Counties Position: Watch*

*Metropolitan Transportation Commission Position: No Position*

*C/CAG Position: Support*

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**SB 406 (De Saulnier) Land use: environmental quality.**

**Introduced:** 02/26/2009

**Last Amend:** 07/09/2009

**Status:** 07/09/2009-Read second time. Amended. Re-referred to Com. on APPR.

**Location:** 07/09/2009-A APPR.

**Summary:** Would change the designated membership, as specified, of the Planning Advisory and Assistance Council and would require that the council work with the Strategic Growth Council, regional agencies, and cities and counties to facilitate the implementation of regional blueprint plans. The bill would also require the council to develop and propose recommendations to specified state agencies to facilitate coordination between regional blueprint plans, state growth and infrastructure funding plans, and programs that facilitate the implementation of regional blueprint plans. The bill would further require the council to report to the Legislature on regional performance measures, as specified, and on the manner in which state agencies are implementing the 5-year infrastructure plan. The bill would require the council to begin to perform the above functions and duties when sufficient funding, as determined by the council, exists from the revenue transmitted to it by metropolitan planning organizations, councils of governments, or county transportation commissions and subregional councils of governments jointly preparing subregional sustainable communities strategies. This bill contains other related provisions.

**Laws:** An act to amend Section 65040.6 of, and to add Section 65083 to, the Government Code, to amend Section 75125 of the Public Resources Code, and to add Section 9250.6 to the Vehicle Code, relating to land use.

*League of California Cities Position: Watch*

*California State Association of Counties Position: Watch*

*Metropolitan Transportation Commission Position: Support*

*C/CAG Position: Watch*

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**SB737 (Negrete McLeod) Airports: airport land use commissions.**

**Introduced:** 02/27/2009

**Last Amend:** 04/21/2009

**Status:** 06/02/2009-Failed Deadline pursuant to Rule 61(a)(5). (Last location was APPR. SUSPENSE FILE on 05/28/2009)

**Location:** 06/02/2009-S 2 YEAR

**Summary:** Would eliminate the authority of the board of supervisors of a county in which an airport is located that is operated for the benefit of the general public that is not served by a scheduled airline, to adopt a resolution declaring that the county is exempt from establishing an airport land use commission. By eliminating this authority, the bill would impose a state-mandated local program by requiring a higher level of service. This bill contains other related provisions and other existing laws.

**Laws:** An act to amend Sections 21670, 21670.1, 21670.4, 21671.5, 21674.7, 21675.1, 21678, 21679, and 21679.5 of, and to repeal Section 21677 of, the Public Utilities Code, relating to airports.

*League of California Cities Position: Watch*

*California State Association of Counties Position: Watch*

*Metropolitan Transportation Commission Position: No Position*

**C/CAG Position: Watch**

**STATE BUDGET LEGISLATION  
VOTE "SCORECARD"**

Legislation/	Legislator/				
	<i>Assembly Members:</i>			<i>Senators:</i>	
	<b>Hill</b>	<b>Ma</b>	<b>Ruskin</b>	<b>Simitian</b>	<b>Yee</b>
<b>ABx4 26 (RDA)</b>	Y	Y	Y	Y	N
<b>ABx4 14 (Prop 1A)</b>	Y	Y	Y	N	N
<b>ABx4 15 (Prop 1A)</b>	Y	Y	Y	Y	Y
<b>ABx4 24 (HUTA)</b>	-	-	-	Y	Y
<b>Abx4 30 (HUTA)</b>	-	-	-	Y	N



# C/CAG AGENDA REPORT

**DATE:** August 13, 2009

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Presentation from Advocacion on State Budget and Legislative Issues.

(For further information or response to question's, contact Richard Napier at 650 599-1420)

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An oral presentation will be provided by Advocacion.

**ITEM 6.1.1**





# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of Resolution 09-37 authorizing the C/CAG Chair to execute an agreement with the County of San Mateo for staff time to provide professional support services for the Resource Management and Climate Protection Committee, Countywide Recycling Committee, Countywide Green Business Program and Countywide Green Building Ordinance Work for a not-to-exceed amount of \$90,000.

For further information contact Richard Napier at 650-599-1420 or Kim Springer at 650-599-1412.

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## **RECOMMENDATION**

Review and approve Resolution 09-37 authorizing the C/CAG Chair to execute Agreement with the County of San Mateo for staff time to provide professional support services for the Resource Management and Climate Protection Committee, Countywide Recycling Committee, Countywide Green Business Program and Countywide Green Building Ordinance Work for a not-to-exceed amount of \$90,000

## **FISCAL IMPACT**

\$90,000.00

## **SOURCE OF FUNDS**

Congestion Relief Fund #4

## **BACKGROUND/DISCUSSION**

The proposed Agreement provides for services to be provided by the County of San Mateo to C/CAG in the following four program areas: Countywide Recycling Committee, Resource Management and Climate Protection Committee, Green Business Program Expansion, and Green Building Program. A description of the four program areas is included below.

- 1. Countywide Recycling Committee:** This committee is composed of solid waste contacts throughout the County. The committee meets quarterly at various locations throughout the County and invites speakers to update city and county staff on new programs or opportunities for supporting waste diversion efforts within the jurisdictions of the County of San Mateo.

County of San Mateo staff has been coordinating this program for years and has requested that C/CAG now fund their involvement in the program. The program staff time cost is **ITEM 6.2**

\$25,000 per year.

- 2. Resource Management and Climate Protection Committee:** This standing committee of C/CAG was formerly known as the Utilities Sustainability Task Force (USTF). With the completion of the "San Mateo County Energy Strategy" document, the Congestion Management Program and Environmental Quality Committee (CMEQ) decided the ongoing work of the USTF was too important for it to be discontinued and created a standing committee. As a result, staff time will be required to provide administrative and professional support services for this C/CAG standing committee.

Based on County staffing costs for the USTF, the County of San Mateo estimates the cost to support the Resource Management and Climate Protection Committee to be \$15,000 per year.

- 3. Green Business Program Expansion:** The County of San Mateo's RecycleWorks program has been operating the San Mateo County Green Business Program for two years. Ten cities are currently participating in the program, which requires considerable city staff time to administer. Due to changes in the statewide program, which include a statewide database and measurement solution that tracks businesses as they progress through the Green Business certification process and calculates avoided CO2 emissions upon certification, the County of San Mateo is seeking funding partners to expand the program throughout all 21 jurisdictions within the County of San Mateo.

Currently the Bay Area Water Supply Conservation Agency (BAWSCA), the South Bayside Waste Management Authority (SBWMA) and San Francisco International Airport (SFO) have expressed interest in supporting the program. The County of San Mateo is asking C/CAG to fund the program at \$40,000 per year for a portion of County staff time

- 4. Green Building Program:** The Green Building Program has been working with city building and planning officials for the last two years to help them establish green building ordinances based on interest expressed by C/CAG Board members at the 2007 executive retreat. To date, three meetings have been held by County staff, Brisbane and Hillsborough have adopted Green Building ordinances, and Atherton, Daly City, Portola Valley, Redwood City, San Mateo and South San Francisco are in the process of drafting Green Building ordinances. Several cities are also researching green building ordinances.

The Green Building Program also coordinates trainings to increase the knowledge of Green Building products and practices throughout the County through relevant, industry-recognized certification trainings. This includes Build it Green's Certified Green Building Professional (CGBP) and Green Point Rater (GPR) training as well as Building Performance Institute (BPI) Certification through the California Building Performance Contractor's Association (CBPCA).

The County of San Mateo is requesting \$10,000 which represents approximately 10% of the total Green Building Program costs to the County.

## **PROPOSAL**

C/CAG staff recommends that the Board approve this request and authorize the following:

- 1- Authorize the C/CAG Chair to execute the final negotiated agreement with the County of San Mateo.
- 2- Authorize the C/CAG Executive Director and legal counsel to negotiate the final agreement.
- 3- The C/CAG Executive Director to identify final amount and specific fund source.
- 4- The final agreement to be reported back to the Board.

The final funding amount and the specific programs funded will be subject to the eligibility of the money available to C/CAG. The funding commitment is for the current year (FY 09-10) only. While no programs will be added to the list defined above, the final funding for each program is subject to change in the negotiations.

## **ATTACHMENTS**

Resolution 09-37

Agreement between City/County Association of Government (C/CAG) and the County of San Mateo to Provide Staff Services for Countywide Programs  
San Mateo County Green Building Ordinance Status

**RESOLUTION NO. 09-37**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH THE COUNTY OF SAN MATEO FOR STAFF TIME TO PROVIDE PROFESSIONAL AND SUPPORT SERVICES FOR THE RESOURCE MANAGEMENT AND CLIMATE PROTECTION COMMITTEE, COUNTYWIDE RECYCLING COMMITTEE, COUNTYWIDE GREEN BUSINESS PROGRAM AND COUNTYWIDE GREEN BUILDING PROGRAM FOR A NOT TO EXCEED AMOUNT OF \$90,000.**

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

**WHEREAS**, C/CAG desires to obtain services from the COUNTY OF SAN MATEO and for the COUNTY OF SAN MATEO to serve as the primary staff support function for the Countywide Recycling Committee; and

**WHEREAS**, C/CAG desires to obtain services from the COUNTY OF SAN MATEO and for the COUNTY OF SAN MATEO to serve as the primary staff support function for the Resource Management and Climate Protection Committee; and

**WHEREAS**, C/CAG desires to support the COUNTY OF SAN MATEO - countywide expansion of the Green Business Program; and

**WHEREAS**, C/CAG desires to support the COUNTY OF SAN MATEO's efforts to promote green building outreach and ordinances for cities countywide;

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute an agreement with the County of San Mateo for staff time to provide professional and support services for the Countywide Recycling Committee, Resource Management and Climate Protection Committee, Countywide Green Business Program and Countywide Green Building Program for a total not-to-exceed amount of \$90,000.

The C/CAG Board also authorizes the following:

- 1- Authorize the C/CAG Executive Director and Legal Counsel to negotiate the final agreement.
- 2- The C/CAG Executive Director to identify final amount and specific fund source.
- 3- The final agreement to be reported back to the Board.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF AUGUST 2009.**

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*Thomas M. Kasten, Chair*



**AGREEMENT BETWEEN  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS (C/CAG) AND THE  
COUNTY OF SAN MATEO FOR STAFF TIME TO PROVIDE  
PROFESSIONAL SUPPORT SERVICES FOR THE RESOURCE  
MANAGEMENT AND CLIMATE PROTECTION COMMITTEE,  
COUNTYWIDE RECYCLING COMMITTEE, COUNTYWIDE GREEN  
BUSINESS PROGRAM, AND COUNTYWIDE GREEN BUILDING  
PROGRAM FOR A NOT TO EXCEED AMOUNT OF \$90,000**

This Agreement entered this \_\_\_\_ Day of \_\_\_\_ 2009, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the COUNTY OF SAN MATEO, hereinafter referred to as "COUNTY."

**WITNESSETH**

**WHEREAS**, C/CAG is committed to working with COUNTY staff on a variety of Countywide environmental programs; and

**WHEREAS**, C/CAG desires to obtain services from the COUNTY and for the COUNTY to serve as the primary staff support function for the Resource Management and Climate Protection Committee; and

**WHEREAS**, C/CAG desires to obtain services from the COUNTY and for the COUNTY to serve as the primary staff support function for the Countywide Recycling Committee; and

**WHEREAS**, C/CAG desires to support a San Mateo County - countywide expansion of the Bay Area Green Business Program; and

**WHEREAS**, C/CAG desires to support the COUNTY's effort to promote green building outreach and green building ordinances for cities, countywide;

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

1. Services to be provided by COUNTY. In consideration of the payments hereinafter set forth, COUNTY agrees to perform the Services described in Exhibit A, attached hereto (the "Services to be Provided"). All Services to be Provided are to be performed and completed by August 31, 2010.
2. Payments. In consideration of COUNTY providing the Services, C/CAG shall reimburse COUNTY based on the costs set forth in Exhibit A up to a maximum amount of ninety thousand dollars (\$90,000) for Services provided during the Contract Term as set forth

below.

3. Relationship of the Parties. It is understood that COUNTY is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. COUNTY shall not assign this Agreement or any portion thereof to a third party without written consent from C/CAG's Executive Director.
5. Contract Term. This Agreement shall be in effect as of August 13, 2009 and shall terminate on August 31, 2010; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' written notice to the COUNTY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, COUNTY shall be paid for all Services provided through the date of termination.
6. Hold Harmless/ Indemnity: COUNTY shall indemnify and save harmless C/CAG from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the COUNTY, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement. C/CAG shall indemnify and save harmless COUNTY from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of C/CAG, its agents, officers or employees related to or resulting from C/CAG's 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: COUNTY or any subcontractors performing the services on behalf of COUNTY shall not commence work under this Agreement until all Insurance required under this Section has been obtained and such insurance has been approved by the C/CAG Staff. Contractor shall furnish the C/CAG Staff with Certificates of Insurance evidencing the required coverage and there shall be a specific contractual liability endorsement extending the COUNTY's coverage to include the contractual liability assumed by the COUNTY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy. Such Insurance shall include at a minimum the following:

Liability Insurance: COUNTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect 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 COUNTY 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 COUNTY and any subcontractors performing the services on behalf of the COUNTY shall not discriminate or permit discrimination against any person or group of persons on the basis 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. COUNTY 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 COUNTY will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of COUNTY which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. COUNTY shall not be liable for C/CAG's use, modification or re-use of products without COUNTY's participation or for purpose other



than those specifically intended pursuant to this Agreement.

12. Agreement Renewal. This Agreement may be renewed or extended for up to an additional two (2) years by the mutual agreement of the parties.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the COUNTY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

14. Merger Clause. This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this document are not binding. Any subsequent modifications must be in writing and signed by the parties. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.



## Exhibit A

### COUNTYWIDE PROGRAMS SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

COUNTY will provide the following services, in exchange for which C/CAG will make the following payments to COUNTY:

#### 1.0 COUNTYWIDE RECYCLING COMMITTEE:

##### **Duties:**

COUNTY will perform staff duties required to plan and host the Countywide Recycling Committee for jurisdictions, recyclers, and other organizations involved in waste reduction and recycling in San Mateo County. These duties include maintaining a contact list, setting meeting agendas and generating minutes, distributing documents, identifying and securing guest speakers and facilitating quarterly meetings.

##### **Deliverables:**

Four (4) meetings per year.

**Total Payment:** \$25,000

**Rate of Payment:** \$6,250 per quarter

#### 2.0 RESOURCE MANAGEMENT AND CLIMATE PROTECTION COMMITTEE:

##### **Duties:**

COUNTY will serve as staff liaison to the Resource Management and Climate Protection Committee. Duties include providing support to cities for climate action work as directed by the committee, setting and posting agendas and generating minutes, distributing documents, arranging meeting locations, and updating the C/CAG website with documents and reports.

##### **Deliverables:**

A minimum of eight (8) meeting per year.

**Total Payment:** \$15,000

**Rate of Payment:** \$3,750 per quarter

#### 3.0 BAY AREA GREEN BUSINESS PROGRAM:

##### **Duties:**

COUNTY will expand countywide the existing San Mateo County Green Business Program. Duties include implementing the green business program on behalf of cities in San Mateo County by managing contracted technical program specialists, recruiting businesses and providing them with technical assistance, calculating for cities the environmental benefits achieved by Green Businesses, processing final certification and recognizing certified Green Business

##### **Deliverables:**

Program expansion countywide and semiannual progress reports to the C/CAG Board on the San

Mateo County Green Business program.

**Total Payment:** \$30,000

**Rate of Payment:** \$7,500 per quarter

#### **4.0 GREEN BUILDING PROGRAM:**

**Duties:**

COUNTY will host semi-annual meetings with cities to share information about regional efforts to establish Green Building policies and provide assistance to cities pursuing Green Building policy adoption through trainings and coordination among cities. COUNTY will also provide green building education to residents and building professionals to increase the knowledge of Green Building products and practices throughout the County through relevant, industry-recognized certification trainings such as Build it Green's Certified Green Building Professional (CGBP) and Green Point Rater (GPR) training as well as Building Performance Institute Certification through the California Building Performance Contractor's Association.

**Deliverables:**

Semiannual reports to the C/CAG Board on the number of cities adopting green building ordinances and building professionals becoming certified Green Point Raters.

**Total Payment:** \$10,000

**Rate of Payment:** \$2,500 per quarter

## San Mateo County Green Building Ordinance Status

City	Mandatory Point/ Certification Level	Qualifying Thresholds	3rd Party/ City Staff Rating	Enforcement Mechanism/Bonds	Incentives	Existing Homes Checklist Use	Contact	Adopted	Drafting
Atherton							Kathy Anderson		X
Belmont							Damon DiDonato		
Brisbane	50 pts Build It Green LEED Silver	Residential - 20 dwelling units or more Commercial - 10,000 SF	Green Building compliance official or building city staff	Compliance is required prior to issuance of a final certificate of occupancy.	No incentives- mandatory project	Program doesn't apply retroactively to existing homes	Ken Johnson	X	
Burlingame							Kathleen Gallagher		
Colma							Andrea Ouse		
County of San Mateo	50 pts Build It Green LEED for Homes certification	Residential - New construction or 50% valuation remodel/addition Commercial - 3,000 SF	3rd Party	\$5,000 bond in exchange for temporary occupancy	75 pts- 30 day plan check 100 pts- 30 day plan check and 2 day turnaround on inspections	Build It Green checklist or a LEED for Homes checklist	Jeffery Liang	X	
Daly City							Bruce Welch		X
East Palo Alto							Guido Periscone		
Foster City							Kristi Chappelle		
Half Moon Bay							Steve Flint		
Hillsborough	Complete Build It Green Checklist required on all projects. The points required are based on the size of the project	Residential - mandatory . Points required are based on the size of the project	The owner has two options 3rd party or city staff review and inspection.	The point requirements are link with finaling the permit. Fines are assessed for failure to meet points required.	Use Cert. Green staff to keep costs low for applicant. Deconstruction project are expedited. PV systems no cost permits Town council recognition/citation of appreciation.	Additions and substantial remodeling projects require points	John Mullins	X	
Menlo Park							Ron LaFrance		
Millbrae							David Petrovich		
Pacifica							Christina Horrisberger		X
Portola Valley	70 pt range Build It Green- New Homes 50 pts Build It Green for major remodels (use a graduated point system like Palo Alto) LEED Silver	Not set on a threshold (limited commercial development, as well as project size)	3rd Party	N/A	Town council recognition/citation of appreciation.	Build it Green Elements Checklist	Tom Vlasic		X
Redwood City	50 pts (or future minimum level) Build It Green LEED Certification	Residential - New Buildings or additions greater than 1,000 SF Commercial - 3,000 SF	City staff review and inspection. No 3rd party unless applicant wants certification.	Construction in accordance with approved plans/ no bonds	City staff review rather than costs and inspection delays due to 3rd party.	Undecided- Discussion on how to apply checklist to existing buildings and additions less than 1,000 ft <sup>2</sup>	John Latorra		X
San Bruno							Gary Lepori		
San Carlos							Christopher Valley		

<b>San Mateo</b>	75 pts Build It Green LEED Silver	<b>Residential -</b> Voluntary <b>Commercial -</b> 10,000 SF	3rd Party	none	none	Build It Green checklist	Christina Gilmore Chin	Ken		X
<b>South San Francisco</b>							Gerry Beaudin Phil Perry			
<b>Woodside</b>							Deborah Mallison			X

# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/County Association of Governments Board of Directors  
**From:** Congestion Management and Environmental Quality (CMEQ) Committee  
**Subject:** Review and approval of the Draft 2009 Congestion Management Program (CMP) and Monitoring Report and authorize its release for distribution and for comments

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

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## RECOMMENDATION

That the Board review and approve the Draft 2009 Congestion Management Program (CMP) and Monitoring Report and authorize its release for distribution and comments.

## FISCAL IMPACT

It is not anticipated that the changes in the 2009 document will result in any increase in the current fiscal commitment that C/CAG has made to the Program.

## BACKGROUND/DISCUSSION

Every two years, C/CAG as the Congestion Management Agency for San Mateo County, is required to prepare and adopt a Congestion Management Program (CMP). The Draft 2009 CMP (attached to this report) includes updated information and changes from the adopted 2007 CMP. The majority of the document is unchanged from the 2007 CMP. Updated and new text are shown as underlined in the document (deleted or superseded text are not shown). Some key updates are highlighted as follows:

- Added an Executive Summary to the CMP
- Updated Chapter 5 – Trip Reduction and Travel Demand Element
  - Reflects current Transportation Demand Element (TDM) and Transportation System Management (TSM) measures.
- Updated Chapter 7 – Deficiency Plan Guidelines
  - Reflects updated 2009 monitoring results and San Mateo County Congestion Relief Plan (CRP).
- Chapter 8 – 7-Year Capital Improvement Program
  - The updated 2008 State Transportation Improvement Program (STIP) project list.

**ITEM 6.3**

- Updated Chapter 9 – Database and Travel Model
  - Included “General Model Approach” section.
- Updated Chapter 11 – Vehicle License Fee Program
  - Reflects program totals through April 2009.
- Addition of Chapter 12 – Traffic Impact Analysis Policy
  - The policy provides uniformed procedures to analyze traffic impacts on the CMP network resulting from roadway changes or land use decisions.
- Appendices that were updated includes the following:
  - Appendix F – 2009 CMP Monitoring,
  - Appendix G – Status of Capital Improvement Projects,
  - Appendix I – Land Use Guidelines and Compliance Monitoring (Program Compliance List
  - Appendix J – Regional Transportation Plan (RTP) Projects
  - Appendix L – Traffic Impact Analysis (TIA) Policy

C/CAG is also required to measure the roadway segments and intersections on the Congestion Management Program roadway network to determine the change in LOS from one period to the next. As part of the 2009 CMP update, C/CAG has retained a consultant to monitor the roadway segments and intersections on the Congestion Management Program roadway network. As a result of this monitoring, C/CAG is required to determine what location(s), if any, has(have) exceeded the LOS standard that was established by C/CAG in 1991. Deficient locations are determined after deducting the traffic attributable to:

- Interregional travel.
- Construction, rehabilitation, or maintenance of facilities that impact the system.
- Freeway ramp metering.
- Traffic signal coordination by the state or multi-jurisdictional agencies.
- Traffic generated by the provision of low-income and very low income housing.
- Traffic generated by high-density residential development or mixed-use development (half of the mixed use development must be used for high density residential) within one-fourth mile of a fixed rail passenger station.

If, after applying the above exclusions, a deficient location is identified, the C/CAG Travel Demand Forecasting Model is used to determine the origins of the traffic at the deficient locations to determine which jurisdictions must participate in the development of a deficiency plan. A jurisdiction must participate if the traffic it is contributing is greater than ten percent (10%) of the capacity of the deficient location. C/CAG’s San Mateo County Congestion Relief Plan (CRP), fulfills the requirement of a Countywide Deficiency Plan for all roadway segment and intersection deficiencies identified through the monitoring done for the 1999 through 2009 Congestion Management Programs. The CRP was reauthorized in 2007 for an additional four years, therefore no jurisdiction will be required to develop a deficiency plan as a result of this monitoring report.



Based on the monitoring report and after the exclusions for interregional traffic has been applied, two (2) of the 53 roadway segments exceeded the LOS standard. The two roadway segments in violation of the LOS Standard in 2009 are:

- SR 1 - San Francisco County Line to Linda Mar Boulevard
- SR 84 - US 101 to Willow Road

The SR 1 segment indicated above was also in violation in 2007. The following roadway segment that violated the LOS Standard in 2007 was found not to be in violation in 2009:

- SR 84, Willow Road to University Avenue

A summary of the number of deficient roadway segments since the 1999 CMP is as follows:

Year	No. of Deficiencies	Year	No. of Deficiencies
1999	8	2005	5
2001	9	2007	2
2003	4	2009	2

In addition to identifying the above deficient segments, some other key points to note regarding the roadway segments are as follows:

- Five roadway segments are designated LOS F
- Ten (10) roadway segments has LOS F (without exemptions for regional traffic)

For the 16 intersections monitored, the 2009 traffic volumes, lane configurations, and signal phasing were used as inputs to the intersection level of service calculations. The 2009 monitoring continued to utilize both the Circular 212 methodology (volume to capacity ratio) and 2000 Highway Capacity Manual method (average control delay) in parallel to calculate a second set of LOS results, however, the results obtained from the 2000 HCM methodology were used to compare changes in LOS. No reductions for inter-regional travel were applied to the intersection volumes. Similar to 2007 results, there were no LOS standard violations for intersections in 2009. Some key points are summarized as follows:

- Four intersections are designated LOS F (rest are LOS E's)
- Three intersections with LOS F (2 in 2007)
- Five intersections worsened and three improved (compared to 2007 figures)
- Twelve (12) are operating better than their LOS standards

A summary of the number of LOS F (F designated the worse possible congestion) for roadway segments and intersections for past CMPs are as follows:

Year	LOS F	
	Roadways*	Intersections**
1999	18	3
2001	16	1
2003	13	0
2005	12	0
2007	14	2
2009	10	3

\* Without exemptions for interregional travel (traffic volumes originating outside San Mateo County)

\*\* Majority of intersections monitored were along Route 82 (El Camino Real)

Travel times were also measured for the U.S. 101 corridor between the San Francisco and Santa Clara County Lines. The U.S. 101 corridor was selected because, in addition to mixed-flow lanes, it includes High Occupancy Vehicle (HOV) lanes, bus routes, and passenger rail. Results are summarized in Table 3 below.

**TABLE 3  
AVERAGE TRAVEL TIME IN U.S. 101 CORRIDOR (IN MINUTES)<sup>1</sup>**

Mode	AM <sup>2</sup>										PM <sup>3</sup>									
	Northbound					Southbound					Northbound					Southbound				
	2009	2007	2005	2003	2001	2009	2007	2005	2003	2001	2009	2007	2005	2003	2001	2009	2007	2005	2003	2001
Auto <sup>4</sup>	30	26	31	29	27	28	35	38	37	49	33	33	33	39	31	29	30	35	30	26
Carpool	30	26	30	28	25	26	31	31	29	38	32	31	32	34	31	27	29	32	25	25
Caltrain <sup>5</sup>	35	35	42	43	44	31	34	42	49	48	34	38	42	49	49	35	34	42	46	45
SamTrans Route KX	79	75	72	68	66	85	78	72	74	76	83	80	79	75	75	89	81	75	72	71

Notes:

<sup>1</sup> Between San Francisco and Santa Clara County Lines.

<sup>2</sup> Morning commute period.

<sup>3</sup> Evening commute period.

<sup>4</sup> Single Occupancy Auto.

<sup>5</sup> Includes both local and express service.

Travel time surveys were also conducted for the HOV lanes on U.S. 101, which currently extend from the Santa Clara County Line to Whipple Avenue. The total travel time for carpools was estimated by adding the travel time in the HOV lanes between the Santa Clara County Line and Whipple Avenue to the travel time in the mixed-flow lanes between Whipple Avenue and the San Francisco County Line.

Travel times for bus and passenger rail modes were estimated based on SamTrans and Caltrain published schedules. SamTrans bus route KX operates in the U.S. 101 corridor. This route provides service through San Mateo County from San Francisco to Palo Alto. Travel times were based on the average travel time between County lines during the commute hours. Travel time via Caltrain was calculated in a similar manner.

Travel time for traversing between county line to county line results are summarized as follows:

- Travel time for single occupancy/carpool decreased up to 7 minutes (southbound) and 4 minutes (northbound) in either peak periods
- Travel time for buses (SamTrans) increased 8 minutes
- Travel time for Caltrain decreased 4 minutes

Transit ridership for SamTrans, Caltrain, and BART results are as follows:

- Annual and average weekday ridership increased 4-6% for all modes (compared to 2007)
- Approximately 30% increase for BART segments (includes the San Francisco International Airport extension stations)

The complete Monitoring Report is included in Appendix F of the Draft 2009 Congestion Management Program.

#### **ATTACHMENT**

- Draft 2009 San Mateo County CMP (Report only. Complete Appendices is available online)
- Draft Monitoring Report

*(Provided to Board members only and submitted separately. Public members may contact John Hoang at 650-363-4105 if interested in receiving copy of the document. Electronic version of the documents are located online at [www.ccag.ca.gov](http://www.ccag.ca.gov) )*



# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** C/CAG Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Status Report on the American Recovery and Reinvestment Act (ARRA) funded transportation projects and authorize the Executive Director to program project cost savings in San Mateo County.

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

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## **RECOMMENDATION**

That the C/CAG Board receives a status report on the American Recovery and Reinvestment Act (ARRA) funded transportation projects and authorizes the Executive Director to program project cost savings in San Mateo County

## **FISCAL IMPACT**

American Recovery and Reinvestment Act (ARRA) transportation funding, also known as Economic Stimulus funding will be directed towards specific capital projects. It will have no impact on C/CAG budget. Staff time spent on this item has been incorporated into adopted C/CAG budget.

## **SOURCE OF FUNDS**

ARRA (Economic Stimulus) funds come from Federal funds.

## **BACKGROUND/DISCUSSION**

At the February 25, 2009 the Metropolitan Transportation Commission (MTC) adopted the Bay Area spending plan for the initial \$154 million regional ARRA transportation fund through the Surface Transportation Program.

### **Local Streets and Roads Program Status Update**

C/CAG received an allocation of \$11.08 million for Local Streets and Road System Preservation projects (Tier 1). All jurisdictions were allocated a share of this fund for Streets and Roads projects via a C/CAG approved formula. At the end of March, San Mateo County received an additional \$2.13 million for Local Streets and Roads (Tier 2). Using the C/CAG approved process; the additional funds were spread amongst the jurisdictions based on the approved formula. This brought the total ARRA funding level to \$13.21 million for Local Streets & Roads projects.

All jurisdictions have obligated these funds. The next milestone deadline is for agencies to award the project by or before September 30<sup>th</sup>. Unlike the obligation deadline, this deadline is “hard” and MTC will restrict future funding of any agency missing this award deadline. C/CAG staff **ITEM 6.4**

will continue to work with agencies towards meeting the upcoming deadline.

All ARRA projects are required to submit monthly reports for transparency. It is very important that agencies submit federally required monthly reports to Caltrans on time. MTC and Congress will be using those reports to track project delivery and progress. Congress will highlight best and worst performers on project delivery starting in September and MTC is considering imposing penalties on those agencies deficient in reporting.

#### Transportation Enhancement (TE) Program Status Update

In June, C/CAG worked with MTC staff and Caltrans to program \$2.1 million in Regional ARRA TE and \$2.493 million in State discretionary ARRA TE funds to fund the Belmont Pedestrian/Bike Bridge project. The California Transportation Commission (CTC) will vote on allocation of the \$2.493 million at the August 2009 meeting. Belmont is expected to make the December 31<sup>st</sup> award deadline.

#### Authorize the Executive Director to Program Project cost Savings in San Mateo County

Several agencies within the County and the region are experiencing bids that come in below their engineers estimate (and ARRA obligation amount). ARRA does not require a local match. If there are local funds on the project, those funds may be reduced.

Per the attached cost savings proposal, MTC and Caltrans do not want to process another round of many small projects. Each Congestion Management Agency (CMA) has been directed to minimize the number of new projects developed from cost savings. If an agency has a large cost savings (greater than \$250,000) C/CAG will work with MTC to try to program another project to that agency.

For savings smaller than ~\$250,000, C/CAG has been directed by MTC to consolidate the saving and direct it to one project. This cost savings project should be a project that has already been field reviewed by Caltrans and is already environmentally cleared. The C/CAG Executive Director will identify and direct all small savings within the County to a single project that can easily absorb those savings.

New cost savings projects will be added to the "back up" TIP listing in September/ October. Any new projects generated from the cost savings will have to pass through the Fed-Aid process again in October 2009 through February 2010. De-obligation of savings and re-obligation of new projects are expected to be completed after March 2, 2010.

On March 2, 2010 FHWA redistributes ARRA funds from States who did not meet their obligation deadline. On Dec 15, 2009 Caltrans will stop moving funds (de-obligate and re-obligate). Caltrans and MTC will not risk losing funds by potentially showing un-obligated funds until after the March redistribution.

#### ATTACHMENT

MTC ARRA Cost Savings Proposal for Local Streets and Roads System Preservation Projects



METROPOLITAN  
TRANSPORTATION  
COMMISSION

Joseph P. Bort MetroCenter  
101 Eighth Street  
Oakland, CA 94607-4700  
TEL 510.817.5700  
TDD/TTY 510.817.5769  
FAX 510.817.5848  
E-MAIL info@mtc.ca.gov  
WEB www.mtc.ca.gov

## *Memorandum*

TO: Programming and Delivery Working Group

DATE: July 20, 2009

FR: Ross McKeown

RE: ARRA Cost Savings Proposal for LS&R System Preservation Projects

There have been numerous questions raised by project sponsors regarding how to handle cost savings at the time of awarding an ARRA-funded Local Streets and Roads (LS&R) System Preservation (FHWA) project. These projects have been realizing savings between 10 and 40 percent of the engineer's estimate.

The following approaches have been discussed as ways to address significant cost savings upon the award of a construction contract for projects under the "System Preservation Projects - Local Streets and Roads" category:

1. In the case where the project sponsor is bringing sufficient local funds to the project budget, the sponsor may lower the ratio of local funds to federal funds in order to maintain the full use of the ARRA funds originally assigned to the project. The freed up local funds would need to remain available for local streets and roads preservation purposes.
2. A project sponsor, as a contingency, could include additional project segments or components under its request for authorization and include those as contingencies in the advertisement package (if allowed). If there are sufficient cost savings upon award, additional project components could be included in the contract. Conversely, if there are no cost savings, a number of project components could be deleted. To make use of this option the larger inclusive project scope must have been already included in the project scope that was reviewed per NEPA.
3. Cost savings could be redirected to another project after award by de-obligating ARRA funds and re-obligating to another project. A proposal to do this follows below, with no funds de-obligated or re-obligated between September 30, 2009 and March 2, 2010, consistent with Caltrans policy. It is advisable that a project retain 5-10% of the project cost to address change orders and contingencies. See proposal below for more details on this approach.

### **Cost Savings for Local Streets and Roads System Preservation:**

If the first two approaches are not workable for a project sponsor, MTC proposes redirecting cost savings to other Local Streets and Roads (LS&R) system preservation projects under the following provisions:

- **Pooling of Savings:** The CMA will pool together cost savings in its county and reprogram these funds to a new project under the same project category type as the original project (within the LS&R System Preservation category). To minimize the number of projects and workloads on Caltrans Local Assistance during the latter part of the ARRA program time frame, the CMA's are directed to select only a few projects that will each use no less than \$500,000 of ARRA funding. MTC will provide flexibility in some cases such as when countywide cost savings do not exceed this amount, but every effort must be made to consolidate savings into a handful of projects, rather than spreading to many lower-valued projects.

- **Cost Savings Realized prior to September 30, 2009:** Savings prior to September 30, 2009 may be directed immediately to existing federalized projects that have already gone through the Local Assistance field review and environmental processes, and can re-obligate the funds by September 30, 2009 and award the contract by December 31, 2009. To provide flexibility, an extension of the September 30, 2009 re-obligation deadline to November 30, 2009 may be allowed under extenuating circumstances, with concurrence from Caltrans Local Assistance that the obligation could occur by November 30, 2009, and such obligation would not interfere with the delivery of other projects. The contract award deadline would remain at December 31, 2009.
- **Cost Savings Realized between September 30, 2009 and March 2, 2010:** Savings realized between September 30, 2009 and March 2, 2010 will be pooled within the county and held until after March 2, 2010 for de-obligation and re-obligation to new projects. This is partly in response to the Caltrans policy that prohibits de-obligations between December 15, 2009 and March 2, 2010, but more importantly to allow Caltrans local assistance time to assist project sponsors in delivering the last of the ARRA projects before the final regional ARRA obligation deadline of November 30, 2009. Cost savings re-obligated to new projects after March 2, 2010, have an obligation deadline of March 31, 2010 and an Award deadline of June 30, 2010. To meet this expedited timeline, CMAs are encouraged to identify and reassign pooled savings in the fall of 2009 so that project sponsors can work with Caltrans Local Assistance and have the project cleared and ready for obligation in early March.
- **Cost Savings Realized After March 2, 2010:** Any additional savings after March 2, 2010, and any funds not obligated by March 31, 2010 or awarded by June 30, 2010 are available at the discretion of MTC to redirect to projects that can quickly obligate the funds prior to the final ARRA deadline of September 30, 2010.

**Cost Savings for Regional Strategic Investments:**

For the non-system preservation projects, including the safety and smart highway projects, obligations must occur no later than November 30, 2009 with the contract award no later than June 30, 2010. There is a small window to address cost savings for these projects. The final federal “drop dead” date for re-obligating cost savings is September 30, 2010; but Caltrans has established a deadline of August 30, 2010 to provide a cushion to ensure flexibility to the State to manage and save any left-over funding. Therefore there will not be sufficient time in most cases to redirect cost savings to multiple small projects. Any funds made available after June 30, 2010 will be at the discretion of MTC to redirect immediately to ready-to-go projects that can quickly obligate the funds prior to the final state and federal deadlines.



# C/CAG AGENDA REPORT

**Date:** August 13, 2009  
**To:** City/ County Association of Governments of San Mateo County  
**From:** Richard Napier, Executive Director  
**Subject:** Executive Director Presentation on C/CAG's FY 08-09 Performance.  
(For further information or questions contact Richard Napier at 599-1420)

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A verbal report will be provided at the meeting.

**ITEM 6.5**



C. Hyon

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

June 8, 2009

Cookab Hashemi  
Chief of Staff  
Office of Congresswoman Jackie Speier (CA-12)  
211 Cannon House Office Building  
Washington, D.C. 20515

**Re: Thank You**

Dear Ms. Hashemi,

On behalf of the City/County Association of Governments of San Mateo County (C/CAG), I would like to thank you for assisting C/CAG with our project submissions for the High Priority Project (HPP) Requests for the 2009 Transportation Reauthorization. I appreciate your efforts in coordinating with my staff during the project submission process and arranging for C/CAG's presentation to the 12<sup>th</sup> Congressional District's Citizens Oversight Panel.

The inclusion of the three C/CAG sponsored projects (San Mateo County Smart Corridors, Hwy 101 Auxiliary Lanes, San Bruno Avenue to the Harney Way Interchanges, and US 101/SR 92 Interchange Design Alternative Analysis) in the request for surface transportation authorization act funding through the SAFETY-LU indicates Congresswoman Speier's commitment to addressing regionwide transportation issues affecting San Mateo County and constituents within the 12<sup>th</sup> Congressional District.

Sincerely,



Richard Napier  
Executive Director of C/CAG

Cc: The Honorable Jackie Speier (Congresswoman CA-12)

**ITEM 9.1**



# Coalition Against Fiscally Reckless Diversion of Gas Tax Funds

California Alliance for Jobs  
Transportation California  
California State Council of Laborers  
California Conference of Carpenters  
Operating Engineers Local Union No. 3  
Associated General Contractors (AGC)  
California Transit Association  
Self Help Counties Coalition  
League of California Cities  
California State Association of Counties  
California Association of Councils of  
Governments  
Regional Council of Rural Counties  
AAA Northern California  
Automobile Club of Southern California  
California Teamsters Public Affairs Council  
Teamsters Union Local 952  
California Business Properties Association  
Golden State Builders Exchanges  
American Council of Engineering  
Companies  
Engineering & Utilities Contractors  
Association  
Professional Engineers in California  
Government  
Engineering & General Contractors  
Association  
Construction Industry Air Quality Coalition  
Orange County Business Council  
Silicon Valley Leadership Group  
Los Angeles Area Chamber of Commerce  
Bay Area Council  
Contra Costa Council  
Southern California Contractors  
Association  
Sacramento Transportation Authority  
Ventura County Contractors Association  
Sonoma County Transportation Authority  
Santa Clara Valley Transportation Authority  
El Dorado County Transportation  
Commission  
Solano Transportation Authority  
Transportation Authority of Marin  
San Mateo County Transit District  
San Mateo County Transportation Authority  
Caltrain  
City/County Association of Governments of  
San Mateo County  
Santa Barbara County Association of  
Governments  
The 50 Mobility Partnership  
Humboldt Builders' Exchange  
Granite Construction  
Teichert Construction  
DeSilva Gates Construction  
Alcorn Fence Company  
Arrowhead Central Credit Union  
Tavaglione Construction and Development,  
Inc.  
Jezowski & Markel Contractors, Inc  
Signature Properties  
CH2M Hill

June 5, 2009

Assembly Member Noreen Evans  
Vice Chair, Joint Budget Conference Committee  
State Capitol, Room 6026  
Sacramento, CA 95814

## Re: Borrowing Gas Taxes to Close the Budget Gap is Fiscally Reckless

Dear Assembly Member Evans:

We urge you to reject any proposal to take and/or borrow gas tax funds to use for general fund purposes. Proposals on the table to take outright more than \$900 million in gas taxes directly from local governments, as well as suspending Prop. 42 funding protections, will not help solve the State's budget crisis. Instead, such borrowing and raids will put thousands of construction workers out of work and onto state social services, will make future budgeting more difficult, and will kill the job creation and revenue generation that result from infrastructure investment.

- **California would lose out on the creation of tens of thousands of jobs and billions in economic activity at the worst possible time.** Every \$1 billion invested in infrastructure generates \$5 billion in economic activity and 18,000 jobs. Much of this economic activity is put immediately to work -- as contracts are awarded, contractors begin purchasing equipment and materials, hiring workers, paying payroll, and generating sales and income taxes to state and local governments. Borrowing gas tax funds -- even temporarily -- will result in thousands of job losses, billions in lost economic activity, millions in lost revenues for the state, and added pressure on state coffers to pay unemployment and other benefits for those who lost their jobs.
- **Infrastructure investment builds a stronger economy.** Because of the dire economic situation, construction contractors are more competitive than ever. Contractors are currently bidding at 20 to 40 percent under engineers' estimate on public works projects. California is getting the best value it has in many years on infrastructure investment and should be doing more, not less, to stimulate our economy through investing in public works.
- **Borrowing gas tax funds now will plunge the state deeper in debt later -- requiring billions of dollars in repayment in just three years.** Any borrowing of gas tax funds must be repaid in three years when experts predict California will still be facing multi-billion dollar deficits.

ITEM 9.2

- **Permanently diverting the local share of the gas tax has serious long-term consequences.** The local share of the gas tax is the lifeline for counties and cities struggling to maintain the vast local transportation system. Any permanent erosion of existing funding levels will jeopardize public works departments and their mission to respond to the mobility and safety needs of the public and strangle economic activity that requires the efficient movement of goods and people.
- **Raiding transportation funding goes against the will of voters.** Twice voters overwhelmingly supported measures to guarantee the state sales tax on gasoline goes to road improvements. Any proposals to borrow or repeal funding dedicated to transportation ignore the clear mandate set by voters. In 2006, 77% of voters approved Proposition 1A, preventing the state from using sales taxes on gasoline for non-transportation purposes.
- **Raiding gas tax funds disproportionately impacts the construction industry, its employees and contractors.** The construction industry is already facing 20% unemployment due to the global recession. Local governments across the state are already laying off public works staff. Raiding all of the state sales tax on gas would disproportionately impact an industry that is already reeling and could literally put many contractors and public works departments out of business.

Using gas tax funds for infrastructure improvements, as intended by the voters, is the fiscally responsible choice that will provide both short and long-term economic stimulus to expedite our economic recovery. We strongly urge you to continue to use gas tax funds for the purposes they were intended and reject any proposals to borrow, divert or outright raid these funds.

Respectfully,

Jim Earp, Executive Director  
California Alliance for Jobs

Jose Mejia, Director  
California State Council of Laborers

Tom Holsman, CEO  
Associated General Contractors – California

Jim Santangelo, Chairman  
California Teamsters Public Affairs Council

Patrick D. Kelly, Secretary-Treasurer  
Teamsters Union Local 952

Rex Hime, President & CEO  
California Business Properties Association

Keith Woods, President  
Golden State Builders Exchanges

Paula LaBrie, Legislative Counsel  
AAA Northern California

Tim Chang, Legislative Counsel  
Automobile Club of Southern California

Mark Watts, Executive Director  
Transportation California

Danny Curtin, Director  
California Conference of Carpenters

Russ Burns, Business Manager  
Operating Engineers Local Union No. 3

Joshua W. Shaw, Executive Director  
California Transit Association

Keith Dunn, Executive Director  
Self Help Counties Coalition

Chris McKenzie, Executive Director  
League of California Cities

Paul McIntosh, Executive Director  
California State Association of Counties

Patricia Megason, Executive Vice President  
Regional Council of Rural Counties

Rusty Selix, Executive Director  
California Association of Councils of Governments

Paul Meyer, Executive Director  
American Council of Engineering Companies,  
California

Tara McGovern, Director of Government Relations  
Engineering & Utilities Contractors Association

Mark Sheahan, President  
Professional Engineers in California Government

Debbie Day, Executive Director  
Engineering & General Contractors Association

Mike Lewis, Senior Vice President  
Construction Industry Air Quality Coalition

Lucy Dunn, President & CEO  
Orange County Business Council

Carl Guardino, President & CEO  
Silicon Valley Leadership Group

Gary Toebben, President & CEO  
Los Angeles Area Chamber of Commerce

Jim Wunderman, President & CEO  
Bay Area Council

Linda Best, President & CEO  
Contra Costa Council

Bill Davis, Executive Vice President  
Southern California Contractors Association

Jim Ryan, Executive Vice President  
Associated General Contractors – San Diego

Richard Napier, Executive Director  
City/County Association of Governments of San Mateo County

Lupe Alvarez, Chairman  
Santa Barbara County Association of Governments

Robert Weich, Executive Director  
Ventura County Contractors Association

Brian A. Williams, Executive Director  
Sacramento Transportation Authority

Suzanne Smith, Executive Director  
Sonoma County Transportation Authority

Anthony Hernandez, Director of Government Affairs  
CH2M Hill

Kathryn Mathews, Executive Director  
El Dorado County Transportation Commission

Michael T. Burns, General Manager  
Santa Clara Valley Transportation Authority

Tony Harris, Chief Transportation Consultant  
The 50 Mobility Partnership

Jim Spering, Chair  
Solano Transportation Authority

Dianne Steinhauser, Executive Director  
Transportation Authority of Marin

Mike Scanlon, General Manager/CEO  
San Mateo County Transit District  
San Mateo County Transportation Authority  
Caltrain

Harry Armstrong, Chair  
Fresno County Transportation Authority

Larry Zarian, Former Chair  
Los Angeles Metropolitan Transportation Authority

Charlene McCombs, Executive Director  
Humboldt Builders' Exchange

Ken Kayser, President  
Teichert Construction

William G. Dorey, President & CEO  
Granite Construction

Richard B. Gates, President and General Partner  
DeSilva Gates Construction

Greg Erickson, President & CEO  
Alcorn Fence Company

Larry R. Sharp, President & CEO  
Arrowhead Central Credit Union

Joe Tavaglione, President  
Tavaglione Construction and Development, Inc.

Mike Barth, President  
Jezowski & Markel Contractors, Inc.

Jim Ghielmetti, CEO  
Signature Properties

Kevin Johnson  
Mayor, City of Sacramento

Anthony (Tony) Spitaleri  
Mayor, City of Sunnyvale

Andrew J. Takata  
Town Manager, Town of Yucca Valley

Thurston Smith  
Mayor, City of Hesperia

Joseph Hughes  
City Manager, City of Highland

Rick Roelle  
Mayor, Town of Apple Valley

Ronald O. Loveridge  
Mayor, City of Riverside

Carol McKay  
City Administrator, City of Dorris

Jan McClintock  
City Manager, City of Colusa

Rick Bosetti  
Mayor, City of Redding

Steve Williams  
City Manager, City of Palmdale

Pete Aguilar  
Councilmember, City of Redlands

Melanie Fesmire  
Mayor, City of Indio

Connie Gonsalves  
Mayor, City of Jackson

Andrew T. Souza  
City Manager, City of Fresno

Peter Towne  
Mayor, City of Willows

Ken Hunt  
City Manager, City of Fontana

Gary Thomasian  
Mayor, City of Murrieta

Michael Sweeney  
Mayor, City of Hayward

Kathleen J. DeRosa  
Mayor, City of Cathedral City

Carol Martin  
City Manager, City of Shasta Lake

Pete Carr  
Administrator, City of Biggs

Peter Rogers  
Mayor, City of Chino Hills

Kelly J. Chastain  
Mayor, City of Colton

Melanie Fesmire  
Mayor, City of Indio

Dennis Donohue  
Mayor, City of Salinas

Ralph Rubio  
Mayor, City of Seaside

Curt McBride  
Mayor, City of Portola

Steve Nolan  
Mayor, City of Corona

Scott Nassif  
President, Desert Mountain Division, League  
of California Cities

Marlin H. "Skip" Davies  
Mayor, City of Woodland

Gina Garbolino  
Mayor, City of Roseville

Mike Parness  
City Manager, City of Napa

Maggie Houlihan  
Mayor, City of Encinitas

Richard A. Stewart  
Mayor, City of Moreno Valley

Crystal Crawford  
Mayor, City of Del Mar

Cynthia Mathews  
Mayor, City of Santa Cruz

Maryann Edwards  
Mayor, City of Temecula

Ken Nordhoff  
City Manager, City of San Rafael

Linda Vernon  
Mayor, City of Tehachapi

Mark Wallace  
Mayor, City of Dinuba



David D. Gustavson, PE  
Director of Public Works & Transportation,  
City of Beverly Hills

David H Ready,  
City Manager, Palm Springs

Gregory C. Devereaux  
City Manager, City of Ontario

Don Adolph  
Mayor, City of La Quinta

Gary Bric  
Mayor, City of Burbank





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June 11, 2009

The Honorable Noreen Evans  
Chair, Budget Conference Committee  
California State Assembly  
State Capitol  
Sacramento, CA 95814

Opposition to Local Gas Tax Fund Diversion

Dear Chair Evans,

The City/County Association of Government of San Mateo County (C/CAG) strongly urges you to reject the Schwarzenegger Administration's proposed diversion of local gasoline tax funds to the General Fund to cover transportation-related debt service costs. For FY 2009-10, the Administration proposes diverting \$986 million in funds that cities and counties rely upon to fund their public works programs, including staffing costs. This redirection of funds would lead to thousands of job losses statewide and put an immediate halt on local transportation improvements across the state. To make matters worse, this funding cut would be compounded by a loss of federal funds provided through the American Recovery and Reinvestment Act if cities and counties are unable to provide the required local match or cover their staffing costs.

For the County of San Mateo, the proposal translates into a \$19.616 million loss, just one month before the beginning of the fiscal year. Even without this diversion of funds, our state's local streets and roads are already close to the tipping point, where major rehabilitation — costing more than five times as much as regular maintenance — will be necessary. In the San Francisco Bay Area alone, we are underfunding our local streets and roads by roughly \$250 million per year.

We know the state faces immense budget challenges, but we implore you to find a better way to balance the budget than continued raids on the state's infrastructure programs. Thank you for your understanding and consideration.

Sincerely,

Thomas M. Kastan  
Chairman of the Board  
City/County Association of Governments of San Mateo County

ITEM 9.3



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June 8, 2009

The Honorable Jackie Speier  
California 12<sup>th</sup> Congressional District  
211 Cannon House Office Building  
Washington, D.C. 20515

**Re: Thank You - HPP for the 2009 Transportation Reauthorization**

Dear Representative Speier,

On behalf of the City/County Association of Governments of San Mateo County (C/CAG), I would like to thank you for supporting the C/CAG sponsored projects for the High Priority Project (HPP) Requests for the 2009 Transportation Reauthorization. The inclusion of the three C/CAG sponsored projects (San Mateo County Smart Corridors, Hwy 101 Auxiliary Lanes, San Bruno Avenue to the Harney Way Interchanges, and US 101/SR 92 Interchange Design Alternative Analysis) as part of your request for surface transportation authorization act funding through the SAFETY-LU indicates your commitment to addressing regionwide transportation issues affecting San Mateo County and constituents within the 12<sup>th</sup> Congressional District.

Sincerely,

*Thomas M. Kasten*  
Thomas M. Kasten  
C/CAG Chair

**ITEM 9.4**



C/CAG  
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OF SAN MATEO COUNTY

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June 8, 2009

The Honorable Anna Eshoo  
U.S. House of Representatives  
205 Cannon House Office Building  
Washington, D.C. 20515

**Re: Thank You - HPP for the 2009 Transportation Reauthorization**

Dear Representative Eshoo,

On behalf of the City/County Association of Governments of San Mateo County (C/CAG), I would like to thank you for supporting the C/CAG sponsored project (San Mateo County Smart Corridors) for the High Priority Project (HPP) Requests for the 2009 Transportation Reauthorization. The inclusion of the project as part of your request for surface transportation authorization act funding through the SAFETY-LU indicates your commitment to addressing regionwide transportation issues affecting San Mateo County and constituents within the 14<sup>th</sup> Congressional District.

Sincerely,



Thomas M. Kasten  
C/CAG Chair

**ITEM 9.5**





# C/CAG

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

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June 23, 2009

Honorable Christine Krolik, Mayor  
Town of Hillsborough  
1600 Floribunda Avenue  
Hillsborough, CA 94010

RE: C/CAG Board Action: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the Town of Hillsborough, Re: General Plan Amendment: Housing Element 2007-2014 Final Administrative Draft March 27, 2009

Dear Mayor Krolik:

*Chris B*

At its Regular Meeting on May 14, 2009, the C/CAG Board, acting as the Airport Land Use Commission, unanimously determined that the content of the Town of Hillsborough General Plan Amendment: Housing Element 2007-2014 Final Administrative Draft March 27, 2009 is consistent with (1) the relevant recommended guidance from the California Airport Land Use Planning Handbook January 2002, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 (Airport Land Use Commissions), and (3) the applicable airport/land use compatibility criteria contained in the San Mateo County Comprehensive Airport Land Use Plan December 1996, as amended, for the environs of San Francisco International Airport, based on the following condition, as recommended by the C/CAG Airport Land Use Committee (ALUC):

Include the following text in the Hillsborough Town Council resolution to adopt the Housing Element 2007-2014 document:

“The goals, policies, and other relevant content contained in the Housing Element 2007-2014 document do not conflict with the recommended guidance from the California Airport Land Use Planning Handbook January 2002, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 (Airport Land Use Commissions), and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the San Mateo County Comprehensive Airport Land Use Plan December 1996, as amended.”

Liz Cullinan, of your Planning Staff, was very helpful to our staff (Dave Carbone) regarding our review and processing of your General Plan Housing Element update. We sincerely appreciate her help. Our thanks to the Town of Hillsborough for its participation in the state-mandated airport/land use compatibility review process.

Best Regards,

*Tom*  
Thomas M. Kasten  
C/CAG Chair

*Chris -  
Liz was great so we  
were able to get this  
done quickly. Best.  
Tom*

Cc: C/CAG Board Members  
C/CAG Airport Land Use Committee (ALUC) Members (D. Carbone)  
Liz Cullinan, Town of Hillsborough

CCAGBoardconsistencyreviewletterHillsborough0609 **ITEM 9.6**



# C/CAG

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June 23, 2009

Honorable Karyl Matsumoto, Mayor  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

RE: C/CAG Board Action: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of South San Francisco, Re: *General Plan Amendment – South El Camino Real Corridor*

Dear Mayor Matsumoto:



At its Regular Meeting on May 14, 2009, the C/CAG Board, acting as the Airport Land Use Commission, unanimously determined that the content of the City of South San Francisco *General Plan Amendment – South El Camino Real Corridor* is consistent with (1) the relevant recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 (Airport Land Use Commissions), and (3) the applicable airport/land use compatibility criteria contained in the *San Mateo County Comprehensive Airport Land Use Plan December 1996*, as amended, for the environs of San Francisco International Airport, per a recommendation from the C/CAG Airport Land Use Committee (ALUC), based on the following conditions:

1. Airport Influence Area (AIA) Boundary. Add the following text to the *General Plan Amendment – South El Camino Real Corridor*:

“At the time that C/CAG formally adopts the Airport Influence Area (AIA) boundary for the environs of San Francisco International Airport, the City shall coordinate with C/CAG to ensure that all future planning activities in the City adhere to the then applicable AIA boundary configuration and the related airport/land use commission formal review process.”

2. Federal Aviation Regulations FAR Part 77 Height Restrictions/Airspace Protection.
  - A. Replace Figure 2-2 with the current version of the FAR Part 77 airspace diagram for San Francisco International Airport to illustrate the correct configuration and maximum heights of the FAR Part 77 imaginary surfaces that affect the City of South San Francisco.

Incorporate text that indicates all future development in the South El Camino Real Corridor is subject to the FAR Part 77 airspace protection surfaces (height limits) for the environs of San Francisco International Airport and the related federal notification and review process for new construction.

3. Aircraft Noise Impacts. Amend the text in *Chapter 9 – Noise* to address aircraft noise impacts, as follows:
  - A. Delete the text in the bullet item at the top of page 9-3.

**ITEM 9.7**

B. Combine the text in Policies 9-1-4 and 9-1-5 into one policy to read as follows:

“Ensure that project applications for all new noise-sensitive land uses (plans and specifications), including schools, hospitals, churches, and residential units proposed within the 65 dB CNEL to 69 dB CNEL aircraft noise contour include an acoustical study, prepared by a professional acoustic engineer, that specifies the appropriate noise mitigation features to be included in the design and construction of those uses, to achieve an interior noise level of not more than 45 dB in any habitable room, based on measured aircraft noise events at the land use location.”

4. Real Estate Disclosure. Add the following the text in *Chapter 2 - Land Use*, *Chapter 9 - Noise*, or elsewhere in the *General Plan Amendment* document to address state-mandated real estate disclosure:

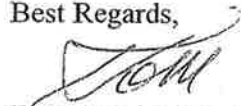
“All real estate sales within the adopted airport influence area (AIA) boundaries for San Francisco International Airport (Areas A and B) are subject to the real estate disclosure requirements of Chapter 496, Statutes 2002.”

5. Compliance with California Government Code Section 65302.3, Re: General Plan Consistency With Comprehensive Airport Land Use compatibility Plan (CLUP). Include the following text in the South San Francisco City Council resolution to adopt the *General Plan Amendment - South El Camino Real Corridor* document:

“The goals, polices, and other relevant content contained in the *General Plan Amendment - South El Camino Real Corridor* document do not conflict with the recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 (Airport Land Use Commissions), and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the *San Mateo County Comprehensive Airport Land Use Plan December 1996*, as amended.”

Susy Kalkin and Gerry Beaudin, of your Planning Staff, were very helpful to our staff (Dave Carbone), regarding the wording and content of the above-referenced conditions. We sincerely appreciate their help. Our thanks to the City of South San Francisco for its on-going participation in the state-mandated airport/land use compatibility review process.

Best Regards,

  
Thomas M. Kasten  
C/CAG Chair

cc: C/CAG Board Members  
C/CAG Airport Land Use Committee (ALUC) Members (D. Carbone)  
Susy Kalkin, Chief Planner, City of South San Francisco

CCAGBoardconsistencyreviewletterSSF06090.doc

# C/CAG

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July 7, 2009

Honorable Ann Keighran, Mayor  
City of Burlingame  
501 Primrose Road  
Burlingame, CA 94010

RE: C/CAG Board Action: Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of Burlingame, Re: General Plan Amendment: *Draft Housing Element 2009-2014*

Dear Mayor Keighran:



At its Regular Meeting on June 11, 2009, the CCAG Board of Directors, acting as the Airport Land Use Commission, unanimously determined that the City of Burlingame General Plan Amendment: *Draft Housing Element 2009-2014*, is consistent with (1) the relevant recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5, Airport Land Use Commission, and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the *San Mateo County Comprehensive Airport Land Use Plan December 1996*, as amended, based on the following conditions:

1. California Government Code 65302.3, Re: General Plan Consistency With Comprehensive Airport Land Use Compatibility Plan (CLUP). Revise the text in the last sentence of the second full paragraph on p. 5 of the *Draft Housing Element* document to address compliance with the relevant airport/land use compatibility criteria for the environs of San Francisco International Airport, to read as follows:

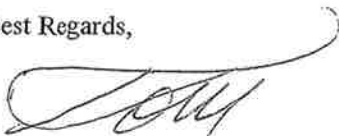
"The housing goals, polices, programs and other relevant content contained herein do not conflict with the recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 Airport Land Use Commission, and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the *San Mateo County Comprehensive Airport Land Use Plan*, as amended."

2. Incorporate the comments/text regarding avigation easements, as shown on p. 5 of the CCAG Agenda Report, dated September 9, 2004 (see attached).

Maureen Brooks, of your Planning Staff, was very helpful to our staff (Dave Carbone), regarding our review and processing of your General Plan *Housing Element* update. We sincerely appreciate her assistance.

Our thanks to the City of Burlingame for participating in the state-mandated airport/land use compatibility review process. If you have any questions, please contact Dave Carbone, C/CAG Airport Land Use Committee (ALUC) Staff, at 650/363-4417.

Best Regards,



Thomas M. Kasten,  
C/CAG Board Chairperson

cc: C/CAG Board Members, w/o attachment  
C/CAG Airport Land Use Committee (ALUC) Members (D. Carbone, w/attachment)  
Maureen Brooks, City of Burlingame Planning, w/attachment

Attachment: C/CAG Agenda Report, dated September 9, 2004

ccagactionletBURLINGAMEHOUSINGELEMENT0709.doc

555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227

www.ccag.ca.gov

**ITEM 9.8**



# C/CAG

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July 7, 2009

Honorable Karyl Matsumoto, Mayor  
City of South San Francisco  
400 Grand Avenue  
South San Francisco, CA 94080

RE: C/CAG Board Action: Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a  
Referral from the City of South San Francisco, Re: General Plan Amendment: *Draft Housing Element May 2009*

Dear Mayor Matsumoto:



At its Regular Meeting on June 11, 2009, the CCAG Board of Directors, acting as the Airport Land Use Commission, unanimously determined that the City of South San Francisco General Plan Amendment: *Draft Housing Element May 2009*, is consistent with (1) the relevant recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5, Airport Land Use Commission, and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the *San Mateo County Comprehensive Airport Land Use Plan*, as amended, based on the following conditions:

1. California Government Code 65302.3, Re: General Plan Consistency With Comprehensive Airport Land Use Compatibility Plan (CLUP). Include the following text in the South San Francisco City Council resolution to adopt the *General Plan Housing Element May 2009* document to address compliance with the relevant airport/land use compatibility criteria for the environs of San Francisco International Airport:

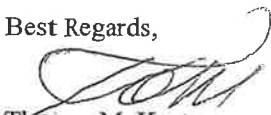
“The housing goals, polices, programs and other relevant content contained herein do not conflict with the recommended guidance from the *California Airport Land Use Planning Handbook January 2002*, (2) the text in the relevant Sections of California Public Utilities Code Division 9, Part 1, Chapter 4, Article 3.5 Airport Land Use Commission, and (3) the applicable airport/land use compatibility criteria for the environs of San Francisco International Airport, as contained in the *San Mateo County Comprehensive Airport Land Use Plan*, as amended.”

2. Incorporate the comments/text, as shown on p. 5 of the CCAG Agenda Report, dated September 9, 2004, that sets forth a methodology for consideration of requiring avigation easements (see attached).

Susy Kalkin and Gerry Beaudin, of your Planning Staff, were very helpful to our staff (Dave Carbone), regarding our review and processing of your General Plan *Housing Element* update. We sincerely appreciate their assistance.

Our thanks to the City of South San Francisco for participating in the state-mandated airport/land use compatibility review process. If you have any questions, please contact Dave Carbone, C/CAG Airport Land Use Committee (ALUC) Staff, at 650/363-4417.

Best Regards,



Thomas M. Kasten,  
C/CAG Board Chairperson

cc: C/CAG Board Members, w/o attachment  
C/CAG Airport Land Use Committee (ALUC) Members (D. Carbone, w/attachment)  
Susy Kalkin, City of South San Francisco Planning, w/attachment

Attachment: C/CAG Agenda Report, dated September 9, 2004

ccagactionletSSFHOUSINGELEMENT0709.doc

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

**ITEM 9.9**





# C/CAG

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July 7, 2009

**To:** Adrienne Tissier, MTC Commissioner  
Sue Lempert, MTC Commissioner

**From:** Richard Napier, C/CAG Executive Director

**RE: Response to MTC Framework for STP/CMAQ programming for the next Federal Transportation Act**

Dear Adrienne and Sue,

MTC staff presented a proposal to the Partnership Board on June 23 regarding the Framework for STP/CMAQ programming for the continuation of SAFETEA-LU. (copy is attached). The MTC staff proposal is based on the assumption of approximately \$1 billion available for the next six-year of the new Federal Transportation Act. The proposal is to have two 3-year cycles.

C/CAG and other CMAs in the Bay Area have had extensive discussions regarding the proposal. CMA Directors met with Steve Heminger on the draft proposal as well. We appreciate MTC staff effort in making the thoughtful recommendations. We believe the proposal is well thought out and represents sound judgment. However, we would like to offer the following recommended modifications:

**Recommendation from C/CAG:**

1. Add "US 101 Ramp Metering" project, \$8 million, to the FPI list. San Mateo County strongly supports the ramp-metering program. It would be prudent for MTC to program ramp-metering funds in counties that support ramp-metering.
2. Add "San Mateo County Smart Corridor Segment 3" project, \$10 million, to the FPI list or Strategic Investment list.

**Recommendation from C/CAG, in concert with other partners:**

1. Follow the "fix it first" principle, increase the size of rehabilitation programs, especially the Streets & Roads.
2. Three of the core programs: FPI, Regional Bike, and TLC are already making direct contribution to climate protection. However, the Climate Initiative program is brand new, and it should be given more time for analysis to test out the effectiveness of any new initiatives before investing large sum of money in projects/initiatives that are not tested. Therefore, it's recommended to decrease spending in the Climate Initiative program.

Attachment: MTC Staff Proposal

**ITEM 9.10**



# C/CAG

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

*Atherton • Belmont • Burlingame • 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*

July 6, 2009

Steve Heminger, Executive Director  
Metropolitan Transportation Commission  
101 Eighth Street  
Oakland, CA 94607-4700

Subject: Support for US 101/Broadway Interchange project for TIGER grant funding

Dear Mr. Heminger:

This letter is to support the City of Burlingame's request for TIGER grant funding for the US 101/Broadway Interchange project. This project is a high priority project in San Mateo County. The Broadway Interchange built in 1948 is oldest interchange in San Mateo County on U.S. 101 Highway corridor. The current configuration is antiquated and its various loop ramps are considered substandard for design and capacity. The existing layout presents serious safety concerns and traffic congestion as well as circulation problems. The existing on-ramps/off-ramps are complex as well as non-standard and result in traffic backup and unsafe movements on the mainline freeway in both northbound and southbound direction. In addition, C/CAG has been working to implement ramp metering on U.S. Highway 101 corridor and due to the current configuration; it is impractical to install ramp metering on Broadway unless the interchange is reconstructed according to the approved PSR.

The City has been working with Caltrans and the San Mateo County Transportation Authority (SMCTA) to reconstruct the interchange to current standards. The new interchange will address the current problems and will make it safer for the users both on the overcrossing and the mainline freeway. On behalf of C/CAG, I kindly request that a favorable consideration be given to this project to be included for funding under the TIGER grant program.

Please contact me if you have any questions regarding this project at (650) 599-1420.

Sincerely,



Richard Napier,  
Executive Director

**ITEM 9.11**



# 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*

July 22, 2009

Honorable Jerry Hill  
Member of the California State Assembly, 19th District  
State Capitol room 2170, P.O. Box 942849  
Sacramento, CA 94249-0019

Re: Proposed State Budget

Dear Assembly Member Hill,

The City/ County Association of Governments of San Mateo County (C/CAG) is composed of all 20 cities and the County in San Mateo County. Consistent with the position of the League of California Cities (LCC) and the California State Association of Counties (CSAC), C/CAG would request that you do not support the proposed state budget which has a disproportionate hit to local Government.

It is our understanding that the local government piece is made up of three areas:

\* **Redevelopment:** \$1.7 billion RDA Hit (\$1.350 billion in FY 2009-10) and (\$350M in 2010-11). City of Industry RDA securitization proposal is included, locals allowed to opt in for up to 40 years! If it works and generates \$3 billion for the state (believe trigger date is December 1, 2009), then HUTA and Prop 1A are not triggered.

\* **Taking of \$1.7 billion in gas taxes over a two year period.** The HUTA bill will be a majority vote special session bill, which means it will not take effect for 90 days after the conclusion of the special session.

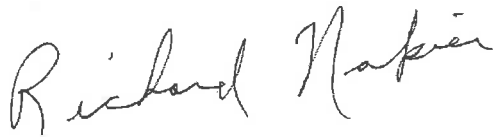
\* **Suspension of Proposition 1A and borrowing of \$2 billion from local government.** Some additional tightening was added to Proposition 1A securitization language, including increasing repayment priority but it is not clear that this will be sufficient to enable securitization of this hit.

**ITEM 9.12**

I would also point out that the RDA and HUTA takeaways are likely illegal and will be immediately litigated. Given these factors I would request that you do not support the current budget proposal until it treats local government more fairly.

If there are any questions please contact me at 650 599-1420. Your consideration of this request is appreciated.

Regards,

A handwritten signature in cursive script that reads "Richard Napier".

Richard Napier for  
Robert Grassilli  
Vice Chair



San Francisco International Airport

July 16, 2009

P.O. Box 8097  
San Francisco, CA 94128  
Tel 650.821.5000  
Fax 650.821.5005  
www.flysfo.com

Mr. Richard Napier  
Executive Director  
City/County Association of Governments of San Mateo County  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

**Subject: C/CAG Funding Support**

Dear Mr. Napier: *Rich:*

AIRPORT  
COMMISSION  
CITY AND COUNTY  
OF SAN FRANCISCO

GAVIN NEWSOM  
MAYOR

LARRY MAZZOLA  
PRESIDENT

LINDA S. CRAYTON  
VICE PRESIDENT

CARYL ITO

ELEANOR JOHNS

RICHARD J. GUGGENHIME

JOHN L. MARTIN  
AIRPORT DIRECTOR

Thank you for the information regarding the San Mateo County Smart Corridors Project and the Airport Land Use Compatibility Plan (CLUP). In your June 8, 2009 letter and our subsequent meeting, you requested funding support from San Francisco International Airport (the Airport or SFO) to support these two initiatives of the City/County Association of Governments of San Mateo County (C/CAG). The Airport's response to these funding requests is summarized below.

**Airport Land Use Compatibility Planning Efforts and Funding**

The Airport is supportive of the Airport Land Use Compatibility Plan update that C/CAG is developing for SFO. Among other things, the CLUP would facilitate planning for new development in the Airport environs that would be compatible with its proximity to SFO and be consistent with Federal Aviation Administration (FAA) height limitations under Federal Aviation Regulations (FAR) Part 77 and Terminal instrument procedures for precision approaches and departures. Based on discussions with the FAA Airports District Office and our review of Federal law, policies and procedures, we have concluded that the Airport can fund a portion of the study that pertains to Airport-related land uses.

C/CAG has received a \$300,000 FAA grant for 80% of the SFO CLUP, and is asking SFO to fund the \$75,000 (20%) local share of the study in 2009 and 2010. C/CAG is requesting an additional \$25,000 over those 2 years to cover C/CAG staff time for outreach to member organizations regarding the CLUP and to process development applications. The Airport is amenable to providing such funding pursuant to an MOU to be developed and executed by the Airport and C/CAG that contain terms satisfying federal requirements for use of Airport revenue.

C/CAG has also requested \$35,000 per year for the 3 years 2011, 2012, and 2013 for member outreach regarding the CLUP and processing applications. However, in your last conversation with my staff, you indicated that you would defer this request for future C/CAG funding until the completion of the CLUP update. At that time, based on FAA guidance, we will consider any renewed requests provided the need for such work continues to exist.

If this is acceptable to C/CAG, please let me know and we will proceed with development of the MOU for 2009 and 2010.

**ITEM 9.13**

Mr. Richard Napier  
July 16, 2009  
Page 2 of 2

### **San Mateo Smart Corridors Project**

C/CAG requested funding in support of the San Mateo Smart Corridors Project pursuant to the July 29, 1998 Memorandum of Understanding (MOU) Traffic Mitigation Plan between C/CAG and the Airport. The Airport completed its project commitments delineated in the MOU, including the Millbrae and San Bruno Avenue interchanges, Highway 101 improvements, the Bay Area Rapid Transit (BART) to SFO connection, BART to CalTrain connection, and traffic modeling funding. The Airport has undertaken several additional projects not specified in the MOU that benefited San Mateo County, in addition to the benefits they provided to the Airport, including:

- The Airport's planning efforts conducted in conjunction with the City of Millbrae to study a Highway 101 pedestrian overcrossing
- An ongoing study examining an on-Airport right-of-way for the Bay Trail or alternatively for bicycle access lanes
- Airport emergency mutual aid commitments (Airport SFPD or SFFD responding to local emergencies)
- The Airport's SFPD and SFFD coverage of San Mateo County owned portion of South Airport Boulevard
- Canal clearing adjacent to the Airport's West-of-Bayshore property
- Paying South San Francisco taxes at Long Term Parking Garage DD (one benefactor)
- Expansion of the Bay Trail along Long Term Lot D
- Installation of landscaping at the San Bruno Avenue interchange

The Airport and C/CAG have successfully worked collaboratively to address traffic mitigation issues occasioned by Airport expansion. Due to the extensive mitigation work already performed by the Airport, our financial involvement in the Smart Corridor Project will be limited to potential installation of signage on the Airport-portion of McDonnell Road to support traffic diversions from Highway 101. The Airport would complete this work in-house with coordination with C/CAG, but would not fund C/CAG or the San Mateo Smart Corridors Project directly for this work.

I look forward to working with you on the CLUP. Cindy Nichol (650-821-2802) will be the primary contact in preparing and executing the MOU.

Very truly yours,



John L. Martin  
Airport Director

cc: David Carbone, C/CAG



# C/CAG Ford E-450 H2ICE Shuttle Demonstration Project ... Riding Into the Future

**Vehicles thought to be science fiction are now reality.** Unveiled in 2004, Ford Motor Company's vice president of Research and Engineering, Dr. Gerhard Schmidt declared, "the [Ford E-450 Hydrogen Internal Combustion Engine (H2ICE) Shuttle] is a product we could market to customers who need to move people in an efficient, environmentally friendly way."

Efficient and environmentally friendly were what the City and County Association of Governments (C/CAG) of San Mateo County were looking for when they picked the Ford E-450 H2ICE to lead their hydrogen fuel demonstration project, a partnership with the California Air Resources Board, the San Mateo County Transportation Authority and the Santa Clara Valley Transportation Authority (VTA). The Shuttle burns pure hydrogen (H<sub>2</sub>) with an efficiency 5% better than similar gasoline powered while emitting nearly 98% less CO<sub>2</sub> into the air.



In 2007, forty-three San Mateo County residents made history and rode into the future on the maiden voyage of the Ford E-450 H2ICE. Since then, the Shuttle carries an average of 34 passengers per day, reducing greenhouse gas emissions with every carbon-free ride. It is the only H2ICE Shuttle of its kind operating on the West Coast.

Don't judge a book by its cover; although it looks like the last rental car shuttle you rode, this shuttle is the most advanced in its class. Although built on the typical Ford E-450 chassis cab, with a shuttle bus body, the 6.8-liter Triton V-10 engine is modified to be fueled with H<sub>2</sub>. The Shuttle seats up to 12 passengers, including the driver, can store the equivalent of 26 gallons of H<sub>2</sub> in a 5,000 pound per square inch fuel tank and can travel up to 150 miles on a single tank.

As H<sub>2</sub> fuel cell technology continues to mature, Ford "believes that H2ICE vehicles will play a key role in justifying infrastructure development and accelerating a transition to a hydrogen economy." Ford is also developing other alternative/renewable fuel technologies including clean diesel and H<sub>2</sub> fuel cell technologies.

In support of this project and other similar projects in the future, C/CAG is developing partnerships to develop fueling infrastructure for alternative/renewable fuels, such as H<sub>2</sub>. Like Ford, C/CAG and its partners believe H2ICE is a technology that will make H<sub>2</sub> fuel, more practical.

Checkout the Ford E-450 H2ICE Shuttle and experience the future of transportation at **Connoisseurs' Marketplace, July 18-19** from 10 a.m. to 6 p.m. on Santa Cruz Avenue in Menlo Park.





# SAN MATEO COUNTY

## SALES TAX ALLOCATION TOTALS - FIRST QUARTER COMPARISON

		First Quarter 2009	First Quarter 2008	Dollar Difference	Percent Difference
<b>Atherton</b>	Point-of-Sale	24,755	41,695	(16,939)	-40.63%
	County Pool	2,858	3,502	(644)	-18.39%
	State Pool	18	33	(15)	-45.94%
	Gross Receipts	27,632	45,231	(17,599)	-38.91%
<b>Belmont</b>	Point-of-Sale	635,346	798,041	(162,695)	-20.39%
	County Pool	73,358	67,037	6,321	9.43%
	State Pool	465	641	(176)	-27.51%
	Gross Receipts	709,169	865,720	(156,551)	-18.08%
<b>Brisbane</b>	Point-of-Sale	929,599	5,779,244	(4,849,645)	-83.91%
	County Pool	107,333	485,469	(378,136)	-77.89%
	State Pool	680	4,641	(3,961)	-85.35%
	Gross Receipts	1,037,612	6,269,354	(5,231,742)	-83.45%
<b>Burlingame</b>	Point-of-Sale	1,674,073	1,990,974	(316,901)	-15.92%
	County Pool	193,291	167,246	26,045	15.57%
	State Pool	1,224	1,599	(375)	-23.44%
	Gross Receipts	1,868,588	2,159,819	(291,231)	-13.48%
<b>Colma</b>	Point-of-Sale	1,395,284	1,579,423	(184,139)	-11.66%
	County Pool	161,102	132,675	28,427	21.43%
	State Pool	1,020	1,268	(248)	-19.56%
	Gross Receipts	1,557,406	1,713,367	(155,961)	-9.10%
<b>Daly City</b>	Point-of-Sale	1,808,048	2,150,900	(342,852)	-15.94%
	County Pool	208,760	180,680	28,080	15.54%
	State Pool	1,322	1,727	(405)	-23.46%
	Gross Receipts	2,018,130	2,333,307	(315,178)	-13.51%
<b>East Palo Alto</b>	Point-of-Sale	490,415	542,333	(51,918)	-9.57%
	County Pool	56,624	45,557	11,067	24.29%
	State Pool	359	436	(77)	-17.66%
	Gross Receipts	547,397	588,325	(40,928)	-6.96%
<b>Foster City</b>	Point-of-Sale	926,168	917,073	9,095	0.99%
	County Pool	106,937	77,036	29,901	38.81%
	State Pool	677	736	(59)	-8.04%
	Gross Receipts	1,033,782	994,845	38,937	3.91%
<b>Half Moon Bay</b>	Point-of-Sale	348,036	420,495	(72,459)	-17.23%
	County Pool	40,185	35,323	4,862	13.77%
	State Pool	254	338	(83)	-24.63%
	Gross Receipts	388,475	456,155	(67,680)	-14.84%
<b>Hillsborough</b>	Point-of-Sale	14,615	21,568	(6,952)	-32.24%
	County Pool	1,687	1,812	(124)	-6.86%
	State Pool	11	17	(7)	-38.30%
	Gross Receipts	16,313	23,397	(7,083)	-30.27%

**ITEM 9.15**



# SAN MATEO COUNTY

## SALES TAX ALLOCATION TOTALS - FIRST QUARTER COMPARISON

		First Quarter 2009	First Quarter 2008	Dollar Difference	Percent Difference
<b>Menlo Park</b>	Point-of-Sale	1,225,715	1,678,324	(452,610)	-26.97%
	County Pool	141,523	140,983	540	0.38%
	State Pool	896	1,348	(452)	-33.50%
	Gross Receipts	1,368,134	1,820,655	(452,521)	-24.85%
<b>Millbrae</b>	Point-of-Sale	422,434	514,559	(92,125)	-17.90%
	County Pool	48,775	43,224	5,551	12.84%
	State Pool	309	413	(104)	-25.25%
	Gross Receipts	471,518	558,196	(86,678)	-15.53%
<b>Pacifica</b>	Point-of-Sale	306,946	351,101	(44,156)	-12.58%
	County Pool	35,440	29,493	5,947	20.16%
	State Pool	224	282	(58)	-20.40%
	Gross Receipts	342,610	380,877	(38,266)	-10.05%
<b>Portola Valley</b>	Point-of-Sale	29,607	102,443	(72,836)	-71.10%
	County Pool	3,419	8,605	(5,187)	-60.28%
	State Pool	22	82	(61)	-73.69%
	Gross Receipts	33,047	111,131	(78,084)	-70.26%
<b>Redwood City</b>	Point-of-Sale	3,389,818	4,046,425	(656,607)	-16.23%
	County Pool	391,394	339,908	51,485	15.15%
	State Pool	2,479	3,249	(771)	-23.72%
	Gross Receipts	3,783,691	4,389,583	(605,893)	-13.80%
<b>San Bruno</b>	Point-of-Sale	1,194,217	1,384,523	(190,305)	-13.75%
	County Pool	137,886	116,303	21,583	18.56%
	State Pool	873	1,112	(239)	-21.46%
	Gross Receipts	1,332,977	1,501,937	(168,960)	-11.25%
<b>San Carlos</b>	Point-of-Sale	1,454,947	1,531,545	(76,598)	-5.00%
	County Pool	167,990	128,653	39,337	30.58%
	State Pool	1,064	1,230	(166)	-13.50%
	Gross Receipts	1,624,001	1,661,428	(37,426)	-2.25%
<b>San Mateo</b>	Point-of-Sale	2,912,134	3,536,049	(623,915)	-17.64%
	County Pool	336,240	297,036	39,204	13.20%
	State Pool	2,129	2,840	(710)	-25.01%
	Gross Receipts	3,250,503	3,835,924	(585,421)	-15.26%
<b>South San Francisco</b>	Point-of-Sale	2,321,613	2,746,665	(425,052)	-15.48%
	County Pool	268,057	230,726	37,331	16.18%
	State Pool	1,698	2,206	(508)	-23.04%
	Gross Receipts	2,591,367	2,979,596	(388,229)	-13.03%
<b>Woodside</b>	Point-of-Sale	115,802	131,752	(15,950)	-12.11%
	County Pool	13,371	11,067	2,303	20.81%
	State Pool	85	106	(21)	-19.97%
	Gross Receipts	129,257	142,925	(13,668)	-9.56%



# SAN MATEO COUNTY

## SALES TAX ALLOCATION TOTALS - FIRST QUARTER COMPARISON

		First Quarter 2009	First Quarter 2008	Dollar Difference	Percent Difference
<b>San Mateo County Unincorporated</b>	Point-of-Sale	1,617,045	3,300,523	(1,683,479)	-51.01%
	County Pool	186,707	277,251	(90,545)	-32.66%
	State Pool	1,182	2,650	(1,468)	-55.39%
	Gross Receipts	1,804,934	3,580,425	(1,775,492)	-49.59%
<b>San Mateo County All Agencies</b>	Point-of-Sale	23,236,616	33,565,655	(10,329,039)	-30.77%
	County Pool	2,682,936	2,819,588	(136,651)	-4.85%
	State Pool	16,991	26,955	(9,964)	-36.96%
	Gross Receipts	25,936,543	36,412,197	(10,475,654)	-28.77%

