

# 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. 239

- DATE:** Thursday, October 13, 2011
- TIME:** **6:30 P.M. Board Meeting**
- PLACE:** San Mateo County Transit District Office  
1250 San Carlos Avenue, Second Floor Auditorium  
San Carlos, CA
- PARKING:** Available adjacent to and behind building.  
Please note the underground parking garage is no longer open.
- PUBLIC TRANSIT:** SamTrans Bus: Lines 261, 295, 297, 390, 391, 397, PX, KX.  
CalTrain: San Carlos Station.  
Trip Planner: <http://transit.511.org>

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- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PLEDGE OF ALLEGIANCE
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA  
*Note: Public comment is limited to two minutes per speaker.*
- 4.0 PRESENTATIONS/ ANNOUNCEMENTS
  - 4.1 California Public Utilities Commission (CPUC) Presentation. p. 1
- 5.0 CONSENT AGENDA

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

- 5.1 Approval of the Minutes of Regular Business Meeting No. 238 dated September 8, 2011. ACTION p. 7
- 5.2 Review and approval of Resolution 11-58 authorizing the C/CAG Chair to execute the Cooperative Agreement between San Mateo County Transit District, City/County Association of Governments of San Mateo County, and Santa Clara Valley Transportation Authority for the performance of Tiger II Planning Grant (Grant No. CA-79-1000) and related local cost sharing for a net C/CAG cost not to exceed \$251,829. ACTION p. 13
- 5.3 Review and Adoption of Resolution No. 11-53 Authorizing the C/CAG Board of Directors to Submit an Application to Caltrans to Receive and Accept State Grant Funds and Certify C/CAG's Share of Matching Funds to Prepare an Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the Environs of San Carlos Airport ACTION p. 59
- 5.4 Review and approval of Resolution 11-57 authorizing the C/CAG Chair to execute a funding agreement with the San Mateo County Transportation Authority (SMCTA) to receive a maximum amount of \$630,000 for joint and/ or co-sponsored programs for FY 2011/12 ACTION p. 63
- 5.5 Review and approval of Memoranda of Understanding with SMCTA, SamTrans, and JPB to cost reimburse C/CAG for use of the C/CAG Travel Forecasting Model. ACTION p. 67
- 5.5.1 Review and approval of Resolution 11-59 and the accompanying Memorandum of Understanding between C/CAG and the San Mateo County Transportation Authority (SMCTA) for use of the C/CAG Transportation Forecasting Model. ACTION p. 69
- 5.5.2 Review and approval of Resolution 11-60 and the accompanying Memorandum of Understanding between C/CAG and the San Mateo County Transportation Authority (SMCTA) for use of the C/CAG Transportation Forecasting Model. ACTION p. 75
- 5.5.3 Review and approval of Resolution 11-61 and the accompanying Memorandum of Understanding C/CAG and the Peninsula Corridor Joint Powers Board (JPB) for use of the C/CAG Transportation Forecasting Model for JPB to provide its share of license fee in an amount of \$50,000 and a yearly fee of \$6,250 per year for three years. ACTION p. 85
- 5.6 Review and approval of co-sponsorship of Joint Venture Silicon Valley, "The Index of Silicon Valley", with a cost of \$10,000. ACTION p. 87
- 5.7 Review and approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338. ACTION p. 103
- 5.8 Review and Approval of Reallocation of \$32,500 in Transportation Development Act Article 3 Funds for the City of San Bruno's Sneath Lane Class II Bicycle Lane Project. ACTION p. 123

*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. 127
- 6.2 Review and approval of the Proposed 2012 State Transportation Improvement Program (STIP).
  - 6.2.1 Review and approval of Resolution 11-54 to approve the Proposed 2012 State Transportation Improvement Program (STIP) for San Mateo County and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary. (Special voting procedures apply).  
ACTION p. 133
  - 6.2.2 Review and approval of Resolution 11-55 authorizing the filing of an application for \$2,411,000 in funding from the 2012 Regional Transportation Improvement Program (RTIP) for the Phase 2 of SR 92 Improvement from I-280 to US 101 Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity project. ACTION p. 141

## 7.0 COMMITTEE REPORTS

- 7.1 Committee Reports (oral reports).
- 7.2 Chairperson's Report
- 7.3 Boardmembers Report

## 8.0 EXECUTIVE DIRECTOR'S REPORT

## 9.0 COMMUNICATIONS - Information Only

Copies of communications are included for C/CAG Board Members and Alternates only. To request a copy of the communications, contact Nancy Blair at 650 599-1406 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).

## 10.0 ADJOURN

Next scheduled meeting: November 10, 2011 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**

|                  |   |
|------------------|---|
| October 13, 2011 | Legislative Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - CANCELLED                   |
| October 13, 2011 | C/CAG Board - SamTrans 2 <sup>nd</sup> Floor Auditorium - 6:30 p.m.                             |
| October 14, 2011 | Resource Management and Climate Protection Committee (RMCP)                                     |
| October 18, 2011 | NPDES Technical Advisory Committee - To Be Determined - 10:00 a.m.                              |
| October 20, 2011 | CMP Technical Advisory Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - 3:00 p.m.        |
| October 24, 2011 | Administrators' Advisory Committee - 555 County Center, 5 <sup>th</sup> Fl, Redwood City – Noon |
| October 27, 2011 | Bicycle and Pedestrian Advisory Committee (BPAC) - San Mateo City Hall -                        |
| October 31, 2011 | CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.                            |

## C/CAG AGENDA REPORT

Date: October 13, 2011

TO: C/CAG Board of Directors

From: Bob Grassilli, Chair- C/CAG

Subject: General discussion with CPUC to improve communications with the cities and the County.

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

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At the September meeting the Board requested a letter be sent to the California Public Utilities Commission (CPUC) to encourage better communications. After the meeting Board Member Nagel had an opportunity to talk to the Executive Director of the CPUC, Paul Clanon. Mr. Clanon indicated his willingness to provide a presentation and have a discussion with the C/CAG Board. C/CAG staff followed up with the CPUC and they have agreed to attend the October Board Meeting to have a discussion with the Board. It was emphasized that the intent was to enter into a constructive dialogue with CPUC about systematic changes that could improve communications with the cities and the County.

The California Public Utilities Commission will be sending Paul Clanon, Executive Director; Michelle Cook, Assistant Chief Administrative Law Judge at CPUC; and Frank Lindh, General Counsel. Attached are bios for Mr. Clanon and Judge Cook.

As mentioned previously the intent is to enter into a constructive dialogue with CPUC management about systematic changes that could improve communications with the cities and the County. Toward that end I would like to make the following suggestions.

- 1- Focus on systematic issues that would improve communications with the cities and the County.
- 2- Do not focus on detailed local issues that likely could not be responded to at the meeting.
- 3- Provide constructive and positive comments.
- 4- Be respectful of a difference of opinion.

If this discussion is constructive to both parties it will create the opportunity for further dialog in the future.

One hour has been allocated which should provide the opportunity for everyone to make comments. Your assistance in making this a successful discussion is appreciated.

**ITEM 4.1**



Paul Clanon, Executive Director  
California Public Utilities Commission

Paul Clanon was appointed Executive Director May 1, 2007.

Mr. Clanon previously served as Deputy Executive Director for Administration and Operations at the California Public Utilities Commission (PUC), a position he held since January 2005, following eight years as Director of the PUC's Energy Division. He joined the PUC in 1984, and has since served in every major staff role, from advisor to a Commissioner to supervisor to staff analyst.

Mr. Clanon holds a Bachelor's Degree in economics from UC Berkeley and is a jazz and blues doublebassist in his spare time. He grew up in California and lives in San Francisco.

The PUC's Executive Director works with Commissioners, Directors, staff, oversight agencies, the Legislature, the Governor's Office, and all external stakeholders to coordinate and facilitate timely handling of procedural matters and efficient internal operations. The Executive Director's office works to anticipate regulatory and agency needs in order to develop and implement appropriate strategies to meet those needs.





## **Michelle Cooke**

Michelle Cooke is an Assistant Chief Administrative Law Judge at the California Public Utilities Commission. She is currently on special assignment as Interim Director of the Consumer Protection and Safety Division, assisting the Executive Director on the agency's response to the catastrophic natural gas pipeline explosion that occurred in September 2010. In this capacity, she is working with the Executive Director to develop and execute strategies to improve the Commission's safety regulation and enforcement capabilities.

Judge Cooke has been with the Commission since 1990 where she has advised Commissioners and administrative law judges as a staff expert on resource planning, demand-side management, and avoided cost issues. As a judge, Michelle served as presiding officer, conducted hearings, and prepared proposed decisions in formal proceedings before the Commission.

Before becoming an Administrative Law Judge, Judge Cooke served as a Commissioner Advisor on Energy and Transportation for three years.

Judge Cooke holds a Bachelor of Arts degree in Mathematical Economics from Pomona College, has a Certificate in Business Administration, and has completed course work at the National Judicial College.



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Meeting No. 238  
September 8, 2011

1.0 CALL TO ORDER/ROLL CALL

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

Jerry Carlson - Atherton  
Christine Wozniak - Belmont (6:44)  
Sepi Richardson - Brisbane  
Terry Nagel - Burlingame  
Joe Silva - Colma  
David Canepa - Daly City (6:42)  
Carlos Romero - East Palo Alto  
Linda Koelling - Foster City  
Naomi Patridge - Half Moon Bay  
Thomas Kasten - Hillsborough  
Marge Colapietro - Millbrae  
Maryann Moise Derwin - Portola Valley (6:35)  
Rosanne Foust - Redwood City  
Irene O'Connell - San Bruno  
Bob Grassilli - San Carlos  
Brandt Grotte - San Mateo  
Don Horsley - San Mateo County  
Karyl Matsumoto - South San Francisco  
Deborah Gordon - Woodside

Absent,  
Menlo Park  
Pacifica

Others:  
Richard Napier, Executive Director, C/CAG  
Nancy Blair, C/CAG Staff  
Sandy Wong, Deputy Director, C/CAG  
Lee Thompson, Deputy County Counsel  
Inga Lintvedt, C/CAG Legal Counsel  
John Hoang, C/CAG Staff  
Jean Higaki, C/CAG Staff  
Joe Kott, C/CAG Staff  
Tom Madalena, C/CAG Staff

**ITEM 5.1**

Matt Fabry, C/CAG Staff  
Dave Carbone, C/CAG Staff  
Kim Springer, San Mateo County  
Kevin Mullin, South San Francisco  
Art Kiesel, Foster City  
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member  
Christine Maley-Grubl, Alliance  
Marisa Espinosa, San Mateo County Transit District  
Jim Cogan, PG&E  
Gus Khouri, Legislative Advocate

4.0 PRESENTATIONS/ ANNOUNCEMENTS

4.1 Certificate of Appreciation to Lee Thompson, C/CAG Legal Counsel, for his years of dedicated service and contributions to C/CAG.

4.2 SamTrans Service Plan.

Marisa Espinosa, San Mateo County Transit District, gave a presentation and answered questions.

4.3 Peninsula Congestion Relief Alliance Work Plan.

Christine Maley-Grubl, Executive Director of the Alliance, gave a presentation and answered questions.

5.0 CONSENT AGENDA

Boardmember Horsley MOVED approval of Items 5.3, 5.4, 5.8, 5.9, 5.10, 5.11. Boardmember Colapietro SECONDED. **MOTION CARRIED** 19-0.

5.3 Approval of appointments to the Congestion Management Program Technical Advisory Committee. **APPROVED**

The Board appointed Afshin Oskoui - Public Works Director for City of Belmont, and Paul Nagengast - Town Engineer for the Town of Woodside, to the Congestion Management Program Technical Advisory Committee.

5.4 Approval of appointments to the Resource Management and Climate Protection Committee. **APPROVED**

Supervisor David Pine and Lauren Bonar Swezey, Facebook, were appointed to the Resource Management and Climate Protection Committee.

5.8 Status report on the Pre-Tax Commuter Ordinance. **INFORMATION**

5.9 Review and approval of Resolution 11-51 authorizing the C/CAG Chair to execute an agreement between C/CAG and Kema, Incorporated for Consulting Services for Climate Action Planning Technical Support for a not to exceed amount of \$60,000. **APPROVED**

5.10 Consideration/Approval of a Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of South San Francisco, Re: Proposed General Plan Amendment and Zoning Map Amendment for a Mixed-Use Development at 418 Linden Avenue. APPROVED

5.11 Consideration/Approval of a Comprehensive Airport Land Use Compatibility Plan (CLUP) Consistency Review of a Referral from the City of San Carlos, Re: San Carlos Zoning Ordinance Public Hearing Draft July 2011. APPROVED

Items 5.1, 5.2, 5.5, 5.6, and 5.7 were removed from the Consent Calendar.

5.1 Approval of the Minutes of Regular Business Meeting No. 237 dated August 11, 2011. APPROVED  
Question was asked if a description can be provided as to why an item is pulled for discussion. Answer is that the Board minutes are Action Minutes.

5.2 Review and approval of Resolution 11-50 authorizing the C/CAG Chair to execute an amendment to the agreement between C/CAG and Alta Planning + Design for time extension for development of the Toolkit of Programs for the San Mateo County Safe Routes to School Program. APPROVED

5.5 Review and accept the Quarterly Investment Report as of June 30, 2011. APPROVED  
Questions were raised comparing the San Mateo County Pool to the Local Agency Investment Fund. Staff will get back to the Board with answers.

5.6 Review and approval of Resolution 11-52 adopting the FY 11-12 C/CAG Investment Policy. APPROVED  
A mini interview will be done with interested applicants for the Investment Policy Committee. Staff will get back to the Board with the results.

5.7 Review the attendance reports for the 2011 C/CAG Board and Committees. INFORMATION

Boardmember Richardson MOVED approval of Items 5.1, 5.2, 5.5, 5.6, and 5.7. Boardmember Romero SECONDED. **MOTION CARRIED** 19-0.

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

Gus Khouri, Legislative Advocate with Advocation, provided a summary of the activities in Sacramento, and answered questions.

- 6.2 Review and approval of the Draft 2011 Congestion Management Program (CMP) and Monitoring Report and authorize its release for distribution and comments. APPROVED

Staff gave a presentation and answered questions.

Boardmember Koelling MOVED approval of Item 6.2. Boardmember Romero SECONDED. **MOTION CARRIED** 19-0.

- 6.3 Review and adoption of the Final San Mateo County Comprehensive Bicycle and Pedestrian Plan. (Special voting procedures apply.) APPROVED

The Plan's primary purpose is to guide development of bicycle and pedestrian infrastructure for the cities and the County over the lifetime of the Plan. The Plan also provides resources, and framework to guide funding decisions for the cities and County.

Boardmember Koelling MOVED approval of Item 6.2. Boardmember Nagel SECONDED. **MOTION CARRIED** 19-0.

A Super Majority Vote was taken by roll call. **MOTION CARRIED** 19-0. Results: 19 Agencies approving. This represents 90% of the Agencies representing 90% of the population.

- 6.4 Review and approval of the Draft 2012 State Transportation Improvement Program (STIP) for San Mateo County. APPROVED

Boardmember Grotte MOVED approval of Item 6.4. Boardmember Romero SECONDED. **MOTION CARRIED** 19-0.

- 6.5 Review and approval of Packet Content Policy. APPROVED

Boardmember Silva MOVED to approve Item 6.5 in accordance with staff recommendation, adding the Boardmembers have the option to receive hard copies if they wish, or have the option to view the Board packet in its entirety online. Boardmember Carlson SECONDED. **MOTION CARRIED** 18-1. Boardmember Wozniak opposed.

- 6.6 Discuss possible letter to Public Utility Commission (PUC). ACTION

Consensus of the Board is to direct staff to be open to all comments and items Boardmembers want to put together, develop two letters, and bring them back to the next Board meeting.

## 7.0 COMMITTEE REPORTS

- 7.1 Committee Reports (oral reports).

- 7.2 Chairperson's Report

None.

- 7.3 Boardmembers Report

Boardmember Nagel requested the status of charging stations.

## 8.0 EXECUTIVE DIRECTOR'S REPORT

The Director is trying to reach Steve Heminger, MTC, to find out what the status is of the electric charging station funding.

## 9.0 COMMUNICATIONS - Information Only

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- 9.1 Letter from Bob Grassilli, C/CAG Chair, to Jess Brown, Enterprise Energy Solutions and Services, dated 8/22/11. RE: PG&E Discussion with the C/CAG Board at the August 11, 2011 Board Meeting.
- 9.2 Letter from Richard Napier, Executive Director C/CAG, to Steve Heminger, Executive Director, Metropolitan Transportation Commission, dated 8/12/11. Subject: One Bay Area Grant Proposal.
- 9.3 Letter from Doug Kimsey, Director Planning, Metropolitan Transportation Commission, to Bob Grassilli, Chair, City/County Association of Governments of San Mateo County, dated 8/1/11. RE: MTC's "fix-it-first" policy.
- 9.4 Letter from Richard Napier, Executive Director C/CAG, to Ms. Sandra Padilla, TransForm, Safe Routes to Transit, dated 8/5/11. RE: Safe Routes to Transit Grant Program Application. San Bruno Transit Corridor Pedestrian and Bike Connection Project.

## 10.0 ADJOURN

The meeting was adjourned in memory of the victims of the tragic San Bruno pipeline explosion, and the victims of 9/11.

# C/CAG AGENDA REPORT

**DATE:** October 13, 2011

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 11-58 authorizing the C/CAG Chair to execute the Cooperative Agreement between San Mateo County Transit District, City/County Association of Governments of San Mateo County, and Santa Clara Valley Transportation Authority for the performance of Tiger II Planning Grant (Grant No. CA-79-1000) and related local cost sharing for a net C/CAG cost not to exceed \$251,829.

(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 11-58 authorizing the C/CAG Chair to execute the Cooperative Agreement between San Mateo County Transit District, City/County Association of Governments of San Mateo County, and Santa Clara Valley Transportation Authority for the performance of Tiger II Planning Grant (Grant No. CA-79-1000) and related local cost sharing for a net C/CAG cost not to exceed \$251,829.

## **FISCAL IMPACT**

This commitment will utilize \$251,829 in Congestion Relief Program funds budgeted in Fiscal Year 2011/2012 as matching funds for the Federal Tiger II Planning Grant. These funds will be leveraged to obtain the \$1,097,240 planning grant from the Federal Transit Administration.

## **SOURCE OF FUNDS**

Congestion Relief Program funds are derived from member assessments.

## **BACKGROUND/ DISCUSSION**

C/CAG has partnered with the San Mateo County Transit District (SamTrans) on the Grand Boulevard Initiative in San Mateo County. SamTrans has received a Federal Transit Administration Tiger II Planning Grant in the amount of \$1,097,240. The Tiger II grant funds are to be utilized to complete three projects that pursue the implementation of the Grand Boulevard Initiative. These three projects are the Complete Streets Project, the Economic and Housing Opportunities Assessment Phase II Study (ECHO Phase II Study), and an Infrastructure Needs Assessment and Financing Study (Infrastructure Study). These projects were designed to support progress in moving the Grand Boulevard Initiative forward.

**ITEM 5.2**



## **Complete Streets Project**

The Complete Streets Project funded through this grant will apply the Grand Boulevard Initiative (GBI) Street Design Guidelines from the Grand Boulevard Multimodal Corridor Transportation Plan and demonstrate how to address challenges in transforming auto-dominated State highways into balanced multimodal corridors. The case studies will assist cities by providing a framework and mechanisms by which cities can replicate a process to work with Caltrans to make improvements to the roadway. The Complete Streets Case studies will enable 4 cities to design a complete street project to the preliminary design level (up to 35% design). Examples elements of the proposed street segments include wider sidewalks, improved transit stops, bike lanes, improved medians, pedestrian scale lighting and street furniture. Green street design elements will also be incorporated. The green street elements will include features such as permeable pavement, stormwater curb extensions and infiltration planters. This design process will involve Caltrans and will enable the 4 case study cities to obtain a “design exception fact sheet”, a critical element in moving forward with non-standard roadway treatments.

## **ECHO Phase II Study**

The ECHO Phase II study will address the guidance or the “how to” of implementation. The goal of this study is to address development scenarios and potential barriers. Multi modal access and circulation will be analyzed and urban design strategies to achieve revitalization and redevelopment will be assessed. The ECHO Phase II Study will include 4 case studies to examine and better understand the effects of development patterns and streetscape enhancements on the corridor.

## **Infrastructure Study**

The Infrastructure Study will examine the readiness of the infrastructure to determine the impediments that lay ahead for cities trying to implement new features to the corridor. The finance study will evaluate the level of readiness of infrastructure to accommodate transit-supportive development along El Camino Real/Mission Street. The finance study will prepare a cost estimate for all corridor infrastructure improvements, including identification of funding sources for unfunded improvements.

The staff recommendation is for the Board to review and approve of the attached Cooperative Agreement with SamTrans and the Santa Clara Valley Transportation Authority (VTA) that lays out the roles and responsibilities of each agency and provides a framework by which the local cost sharing will occur.

## **Other related funds presented in previous Board reports**

At the June 12, 2011 Board of Directors meeting, the Board provided a concept level commitment for using up to \$2,000,000 in Transportation Enhancement (TE) funds to build a demonstration complete street project along the El Camino Real/Mission Street. This approval also stipulates that there will be green streets elements in the design and construction of the complete street segment. At the June 12, 2011 Board meeting the Board also approved using up to \$70,000 as matching funds for the Transportation, Community, and System Preservation

Program to bring one of the 4 case studies to the final design level. The Transportation, Community, and System Preservation Program did award the grant to SamTrans, although it was less than requested and came in at \$365,232. The request was for \$564,000. These two pieces of the funding puzzle will align with one of the 4 case studies in the Complete Streets Project mention above. Additionally, C/CAG has applied for an Urban Greening Program Grant for the construction of a green street demonstration project. If successful with the Urban Greening Grant there will be funds available to build a larger green street project on one of the segments. The TE funds will be utilized to build one of the complete streets segments and will incorporate green streets elements regardless of whether C/CAG is successful in obtaining the urban greening grant funds.

## **ATTACHMENTS**

- Resolution 11-58
- Cooperative Agreement between San Mateo County Transit District, City/County Association of Governments of San Mateo County, and Santa Clara Valley Transportation Authority for the performance of Tiger II Planning Grant (Grant No. CA-79-1000) and related local cost sharing



# RESOLUTION 11-58

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE COOPERATIVE AGREEMENT BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT, CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, AND SANTA CLARA VALLEY TRANSPORTATION AUTHORITY FOR THE PERFORMANCE OF TIGER II PLANNING GRANT (GRANT NO. CA-97-1000) AND RELATED COST SHARING FOR A NET C/CAG COST NOT TO EXCEED \$251,829.**

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

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

**WHEREAS**, C/CAG has partnered with the San Mateo County Transit District (SamTrans) and the Santa Clara Valley Transportation Authority (VTA) on the Grand Boulevard Initiative; and

**WHEREAS**, SamTrans received a \$1,097,240 grant from the Federal Transit Administration to complete three projects in support of the Grand Boulevard Initiative's vision for the El Camino Real; and

**WHEREAS**, C/CAG desires to continue to support the Grand Boulevard Initiative and to partner with SamTrans and VTA on the Tiger II grant projects and activities; and

**WHEREAS**, C/CAG, SamTrans and VTA now desire to enter into a Cooperative Agreement to specify each party's obligations regarding their local match commitments and other general provisions for implementation of the Tiger II Planning Grant activities.

**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 hereby authorized to execute the Cooperative Agreement between San Mateo County Transit District, City/County Association of Governments of San Mateo County, and Santa Clara Valley Transportation Authority for the performance of Tiger II Planning Grant (Grant No. CA-97-1000) and related cost sharing for a net C/CAG cost not to exceed \$251,829.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

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Bob Grassilli, Chair



**COOPERATIVE AGREEMENT  
BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT,  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY,  
AND SANTA CLARA VALLEY TRANSPORTATION AUTHORITY  
FOR THE PERFORMANCE OF TIGER II PLANNING GRANT  
(GRANT NO. CA-79-1000) AND RELATED LOCAL COST SHARING**

This COOPERATIVE AGREEMENT ("Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the San Mateo County Transit District ("District" or "SamTrans"), the City/County Association of Governments of San Mateo County ("C/CAG") and the Santa Clara Valley Transportation Authority ("VTA") (each a "Party" and collectively "the Parties").

**WHEREAS**, the District has been designated by the United States Department of Transportation's ("DOT") Federal Transit Administration ("FTA") as the grantee of a TIGER II Planning Grant (Grant No. CA-79-1000) ("TIGER II Grant") to fund the "Grand Boulevard Initiative: Removing Barriers to Livable Communities Project" ("GBI Project"), which encompasses three separate but interrelated projects: 1) the Complete Streets Case Study Project ("Complete Streets Project"), 2) the Economic and Housing Opportunities Assessment Phase II Study ("ECHO Phase II Study"), and 3) an Infrastructure Needs Assessment and Financing Study ("Infrastructure Study"); and

**WHEREAS**, the Complete Streets Project, ECHO Phase II Study, and Infrastructure Study are joint planning efforts of the District, C/CAG, and VTA under the Grand Boulevard Initiative; and

**WHEREAS**, the goal of the Complete Streets Project is to facilitate the design of demonstration projects on El Camino Real to integrate the roadway with sustainable development, encourage pedestrian transit activity, and promote investor confidence; and

**WHEREAS**, the goal of the ECHO Phase II Study is to address development scenarios and potential barriers, assess urban design strategies to achieve revitalization and redevelopment, and analyze multi-modal access and circulation; and

**WHEREAS**, the goal of the Infrastructure Study is to evaluate the readiness of infrastructure to accommodate transit-supportive development in the El Camino Real corridor and develop a strategy to provide and finance infrastructure to accommodate the desired density and intensification; and

**WHEREAS**, the District and FTA have entered into a formal Cooperative Agreement ("FTA Cooperative Agreement") regarding the administration of the TIGER II Grant for the GBI Project, with the effective period of performance commencing on March 10, 2011 and terminating on March 10, 2014 ("period of performance"); and

**WHEREAS**, pursuant to the FTA Cooperative Agreement, a local cost sharing requirement in the amount of \$600,000 is required for receipt of \$1,097,240 in federal TIGER II Grant funds for the GBI Project; and

**WHEREAS**, of the required \$600,000 in cost sharing under the TIGER II Grant, \$300,000 will be in local funding matches and \$300,000 will be in the form of in-kind services and staffing for the GBI Project, which services and staffing the District has committed to provide, as more specifically set forth below; and

**WHEREAS**, of the \$300,000 in local funding matches under the TIGER II Grant, C/CAG has committed to provide \$248,804 and VTA has committed to provide \$51,196, as more specifically set forth below; and

**WHEREAS**, the District and C/CAG have also committed to provide supplementary funding of \$3,025 each, for a total of \$6,050, exclusively to fund the District's consultant team's preparation of comments on the California Department of Transportation ("Caltrans") Revised Highway Design Manual under the Complete Streets Project, as more specifically set forth below; and

**WHEREAS**, C/CAG and VTA have further committed non-quantified staff resources to coordinate performance of the GBI Project with the District; and

**WHEREAS**, the District, C/CAG and VTA desire to enter into a formal contract to specify each party's obligations regarding their local match commitments and other general provisions for implementation of the GBI Project.

## **AGREEMENT**

**NOW, THEREFORE, BE IT RESOLVED** that the District, VTA and C/CAG agree as follows:

1. **Scope of Work:** The District, C/CAG, and VTA shall perform the necessary activities (a) to conduct the GBI Project, which includes the Complete Streets Project, ECHO Phase II Study, and Infrastructure Study, per the TIGER II Grant (Grant No. CA-79-1000), Attachment A Part 1, incorporated herein by this reference, and (b) to fund review of the Caltrans Revised Highway Design Manual under the Complete Streets Project.
2. **Performance of Work:** The District, C/CAG, and VTA shall accomplish the GBI Project through the use of the TIGER II Planning Grant, local funding matches and supplemental funds, and local in-kind support in a timely and satisfactory manner in compliance with the terms and conditions contained herein, and in accordance with all requirements and other relevant terms of the TIGER II Grant FTA Cooperative Agreement ("FTA Cooperative Agreement"), Attachment A Part 2, incorporated herein by this reference.

The District and C/CAG shall work cooperatively on the Complete Streets Project and all three parties shall work cooperatively on the ECHO Phase II Study and the Infrastructure Study. The District shall be the primary point of contact for the GBI Project consultant team and shall be responsible for all administrative activities, procurement and management of the GBI Project consultant team. C/CAG and VTA shall be given the opportunity to review and provide comments on consultant Scopes of Work as part of District-administered procurements. The District shall coordinate with the GBI Project consultant team to prepare GBI Project documents and other deliverables. Drafts of all GBI Project documents and other deliverables shall be provided to C/CAG and VTA for review. The District, with or through the GBI Project consultant team when appropriate, shall organize project meetings and meetings of Project steering and technical committees, all of which meetings and committees shall be open to C/CAG and VTA participation and membership.

The District shall oversee its consultant's review and comments on the Caltrans Revised Highway Design Manual.

**3. Contributions Toward and Funding of the GBI Project:** The Project Budget is incorporated herein by reference and attached hereto as Attachment B.

**a. TIGER II Grant:**

- (i) The District shall be the primary recipient of the TIGER II Grant funds in the total not-to-exceed amount of \$1,097,240 for the entire period of performance pursuant to the FTA Cooperative Agreement.
- (ii) The District shall provide a local match in the form of in-kind services and staff time on GBI Project work, valued at \$300,000. The District's in-kind services and staff time will not be reimbursed by FTA.
- (iii) C/CAG shall provide a local funding match valued at \$248,804 for the TIGER II Grant. The District shall submit monthly invoices to C/CAG for these funds, which C/CAG shall remit as reimbursement to the District within 30 days of receipt of the District's monthly invoice. The local funding match provided by C/CAG will not be reimbursed by FTA or the District.
- (iv) VTA shall provide a local funding match valued at \$51,196 for the TIGER II Grant. The District shall submit monthly invoices to VTA for these funds, which VTA shall remit as reimbursement to the District within 30 days of receipt of the District's monthly invoice. The local funding match provided by VTA will not be reimbursed by FTA or the District.
- (v) The District shall transmit a receipt for the total matching funds to FTA for credit of each party's contribution.



**b. Supplemental Contributions:**

The District and C/CAG shall provide supplementary funding in the amount of \$6,050 to be available exclusively for the District's consultant team to prepare comments on the Caltrans Revised Highway Design Manual under the Complete Streets Project. The District and C/CAG shall evenly contribute supplementary funding, whereby each shall provide \$3,025 of the total funds. The District shall submit an invoice to C/CAG for C/CAG's share of the supplementary funding and C/CAG shall remit the supplementary funding as reimbursement upon 30 days of receipt of the District's invoice. C/CAG's share of the supplementary funding will not be reimbursed by FTA or the District. VTA and C/CAG shall provide additional in-kind support in the form of staff coordination and effort as required to complete the work as described in Sections 1 and 2, above.

**c. Return of Project Cost Savings:**

If the actual costs of the GBI Project are less than the amount budgeted or the amount advanced by C/CAG and VTA, the District shall return to C/CAG and VTA that proportion of the project cost savings that is equal to the percentage of C/CAG and VTA's relative original cost sharing contribution for the GBI Project.

4. **Assignment:** No party shall assign, transfer, or otherwise substitute its interest or obligations in this AGREEMENT without the prior written consent of the other signatory parties.

5. **Term:** The terms of this AGREEMENT commenced March 10, 2011 and shall be effective through June 30, 2014.

6. **Financial Management System:** All GBI Project accounting and financial management shall comply with 49 CFR Part 18 and shall abide by all limits and cost principles set forth or referenced in Attachment A Part 2.

7. **Record Retention and Access to Records:** The District, C/CAG, and VTA agree to retain all books, records, accounts and reports directly pertinent to this AGREEMENT for a period of at least three (3) years from the end of the TIGER II Grant period in accordance with Generally Accepted Accounting Principles (GAAP). FTA, the Comptroller General of the United States, the District, or their authorized representatives may access such records to make audits, examinations, excerpts or transcripts.

8. **Grant Reporting and Progress Reports:** The District will prepare and provide all reporting required for the TIGER II Planning Grant, pursuant to Section R of the FTA Cooperative Agreement, including quarterly progress reports that summarize work performed for the current quarter, work planned for the upcoming quarter, a description of any problem encountered or anticipated that will affect the completion of milestones, and a tabulation of the current and cumulative costs expended for each task by quarter. The District will also submit to the FTA an electronic copy of the Annual Budget Review and Program Plan.

The District will circulate the quarterly progress reports and the Annual Budget Review and Program Plan to C/CAG and VTA for review 10 days prior to submittal to FTA. C/CAG and VTA will provide additions and revisions to the reports within one week.

9. **Ownership:** Subject to the provisions of Section 18 of the Federal Transit Administration Master Agreement, all reports, drawings, plans, studies, memoranda, computation sheets, and other documents assembled for or prepared by or for, or furnished to, the District, C/CAG, or VTA under this AGREEMENT shall be the joint property of the District, C/CAG, and VTA, and shall not be destroyed prior to the written consent of all three parties.

10. **Changes:** With the exception of Attachment C, all changes, amendments, or supplements to the AGREEMENT must be made in writing, signed by all the parties. Attachment C may be adjusted by mutual agreement of the parties without formal amendment of the AGREEMENT.

11. **Indemnification:** District shall indemnify and hold harmless C/CAG and VTA, their officers, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of the District, its officers, employees, agents, or any of them, under or in connection with this AGREEMENT. The District further agrees to defend, with counsel acceptable to the C/CAG and VTA, any and all such actions, suits, or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against C/CAG or VTA or any of the other individuals enumerated above in any such action, the District shall, at its expense, satisfy and discharge the same.

C/CAG shall indemnify and hold harmless the District and VTA, and their officers, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of C/CAG and its officers, employees, agents, and subgrantees, or any of them, under or in connection with this AGREEMENT. C/CAG further agrees to defend, with counsel acceptable to the District and VTA, any and all such actions, suits, or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the District or VTA or any of the other individuals enumerated above in any such action, C/CAG shall, at its expense, satisfy and discharge the same.

VTA shall indemnify and hold harmless the District and C/CAG, and their officers, agents and employees from and against all claims, injury, suits, demands, liability, losses, and damages (including any and all costs and expenses in connection therewith), incurred by reason of any negligent or otherwise wrongful act or omission of VTA, its officers, employees, and agents, or any of them, under or in connection with this AGREEMENT. VTA further agrees to defend, with counsel acceptable to the District and C/CAG, any and all such actions, suits, or claims and pay all reasonable charges of attorneys and all other costs and expenses arising therefrom or incurred in connection therewith; and if any judgment be rendered against the District or C/CAG or any of the other individuals enumerated above in any such action, VTA shall, at its expense, satisfy and discharge the same.

This section shall survive termination or expiration of the AGREEMENT.

12. **Termination.** VTA and/or C/CAG may terminate this AGREEMENT upon sixty (60) working days' prior written notice to the other parties, executed by their General Manager and Chair, respectively, for any other party's failure to comply with the requirements of this

AGREEMENT, including the terms and conditions applicable to the use or disbursement of the TIGER II Grant funds. Contributions from the terminating agency, whether required local match or supplemental, and whether in-kind or funding, shall not be reimbursed.

In recognition of the District's federal grantee status relative to this Agreement's Scope of Work, District may terminate this AGREEMENT at any time by written notice to the other parties, executed by its General Manager/CEO.

13. **Entire Agreement.** This Agreement constitutes the entire Agreement between and among the Parties pertaining to the subject matter contained herein and supersedes all prior or contemporaneous agreements, representations and understandings of the Parties relative thereto.

14. **No Waiver.** The failure of any Party to insist upon the strict performance of any of the terms, covenant and conditions of this Agreement shall not be deemed a waiver of any right or remedy that any Party may have, and shall not be deemed a waiver of their right to require strict performance of all of the terms, covenants, and conditions thereafter.

15. **Compliance with Laws:** The District, C/CAG, and VTA shall comply with any and all laws, statutes, ordinances, rules, regulations or requirements of the federal, state or local government, and any agency thereof, which relate to or in any manner affect the performance of this Agreement. Circular 4220.1E of the FTA, 49 CFR Part 18, "Uniform Administrative Requirement for Grants and Cooperative Agreements to State and Local Governments," and the Federal Transit Administration Master Agreement (Form FTA MA(17), October 1, 2010) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Furthermore, those requirements imposed upon the District under the FTA Cooperative Agreement are hereby imposed upon C/CAG and VTA, with the related rights hereby reserved for DOT and FTA.

16. **Dispute Resolution:** The parties agree that any dispute arising from this AGREEMENT that is not resolved within 30 days by the parties' representatives responsible for the administration of this AGREEMENT will be set forth in writing to the attention of the District's Capital Programming and Grants Administrator, the District's Project Manager, and the District's Strategic Development Manager, for resolution. In the event resolution cannot be reached, the parties may submit the dispute to mediation by a neutral party mutually agreed to by the parties hereto prior to initiating any formal action in court.

17. **Notices:** All notices and communications deemed by any party to be necessary or desirable to be given to the other parties shall be in writing and may be given by personal delivery to a representative of the parties or by mailing the same, postage prepaid, addressed as follows:

If to the District:  
San Mateo County Transit District (SamTrans)  
Attn: Strategic Development Manager/Senior Planner, Corinne Goodrich  
Strategic Development  
1250 San Carlos Avenue  
San Carlos, CA 94070-1306

If to VTA:  
Santa Clara Valley Transportation Authority (VTA)  
Attn: Deputy Director, Chris Augenstein  
Congestion Management Agency Planning  
3331 N. First Street, Building B2  
San Jose, CA 95134-1927

If to C/CAG:  
City/County Association of Governments  
Attn: Deputy Director, Sandy Wong  
County Office Building  
555 County Center  
Fifth Floor  
Redwood City, CA 94063

The address to which mailings may be sent may be changed from time to time by notice mailed as described above. Any notice given by mail shall be deemed given on the day after that on which it is deposited in the United States Mail as provided above.

**18. Warranty of Authority to Execute Agreement:** Each party to this AGREEMENT represents and warrants that each person whose signature appears hereon has been duly authorized and has the full authority to execute this AGREEMENT on behalf of the entity that is a party to this AGREEMENT.

**19. Severability.** If any term, covenant, condition or provision of this AGREEMENT, or the application thereof to any person or circumstance, shall to any extent be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, covenants, conditions and provisions of this AGREEMENT, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

IN WITNESS WHEREOF, the parties have executed this AGREEMENT on the dates set forth below.

**San Mateo County Transit District**

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

By: \_\_\_\_\_  
Michael J. Scanlon  
General Manager/CEO

By: \_\_\_\_\_  
Bob Grassilli  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for the District

\_\_\_\_\_  
Attorney for C/CAG

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Santa Clara Valley Transportation Authority**

By: \_\_\_\_\_  
Michael Burns  
General Manager

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

\_\_\_\_\_  
Attorney for VTA

\_\_\_\_\_  
Date

**ATTACHMENT A  
PART 1**

**Grand Boulevard Initiative TIGER II Planning Grant (Grant  
No. CA-79-1000) Application**

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U.S. Department of Transportation

Federal Transit Administration

**Application**

|                      |   |
|----------------------|---|
| Recipient ID:        | 1671                                    |
| Recipient Name:      | SAN MATEO COUNTY TRANSIT DISTRICT       |
| Project ID:          | CA-79-1000-00                           |
| Budget Number:       | 1 - Budget Approved                     |
| Project Information: | TIGER II San Mateo Co. Planning Project |

**Part 1: Recipient Information**

|                 |   |
|-----------------|---|
| Project Number: | CA-79-1000-00   |
| Recipient ID:   | 1671  |
| Recipient Name: | SAN MATEO COUNTY TRANSIT DISTRICT                             |
| Address:        | 1250 SAN CARLOS AVE. P.O. BOX 3006, SAN CARLOS, CA 94070 1306 |
| Telephone:      | (650) 508-6200  |
| Facsimile:      | (650) 622-8084  |

**Union Information**

|               |                                 |
|---------------|---------------------------------|
| Recipient ID: | 1671                            |
| Union Name:   | AMALGAMATED TRANSIT UNION (ATU) |
| Address 1:    | Local 1574                      |
| Address 2:    | 1153 Chess Drive, Ste. #203     |
| City:         | Foster City, CA 94404           |
| Contact Name: | Ron Smith                       |
| Telephone:    | (650) 573-7933                  |
| Facsimile:    | (650) 573-0853                  |
| E-mail:       | smithr@atu1574.org              |
| Website:      | http://www.atu1574.org          |

|               |                          |
|---------------|--------------------------|
| Recipient ID: | 1671                     |
| Union Name:   | TEAMSTER UNION LOCAL 856 |
| Address 1:    | 453 San Mateo Ave.       |
| Address 2:    |                          |

|               |                     |
|---------------|---------------------|
| City:         | San Bruno, CA 94066 |
| Contact Name: | Peter Finn          |
| Telephone:    | (650) 635-011       |
| Facsimile:    | (650) 635-1632      |
| E-mail:       | pfinn@ibi856.org    |
| Website:      |                     |

**Part 2: Project Information**

|   |   |                       |                |
|---|---|-----------------------|----------------|
| Project Type:                           | Cooperative Agreement                   | Gross Project Cost:   | \$1,697,240    |
| Project Number:                         | CA-79-1000-00                           | Adjustment Amt:       | \$0            |
| Project Description:                    | TIGER II San Mateo Co. Planning Project | Total Eligible Cost:  | \$1,697,240    |
| Recipient Type:                         | County Agency                           | Total FTA Amt:        | \$1,097,240    |
| FTA Project Mgr:                        | Tonya Holland                           | Total State Amt:      | \$0            |
| Recipient Contact:                      | Rebecca Arthur                          | Total Local Amt:      | \$600,000      |
| New/Amendment:                          | None Specified                          | Other Federal Amt:    | \$0            |
| Amend Reason:                           | Initial Application                     | Special Cond Amt:     | \$0            |
| Fed Dom Asst. #:                        | 20933                                   | Special Condition:    | None Specified |
| Sec. of Statute:                        | 79-TG                                   | S.C. Tgt. Date:       | None Specified |
| State Appl. ID:                         | None Specified                          | S.C. Eff. Date:       | None Specified |
| Start/End Date:                         | Mar. 15, 2011 - Dec. 31, 2013           | Est. Oblig Date:      | None Specified |
| Recvd. By State:                        | Feb. 25, 2011                           | Pre-Award Authority?: | No             |
| EO 12372 Rev:                           | Not Applicable                          | Fed. Debt Authority?: | No             |
| Review Date:                            | None Specified                          | Final Budget?:        | No             |
| Planning Grant?:                        | YES                                     |                       |                |
| Program Date (STIP/UPWP/FTA Prm Plan) : | Dec. 17, 2010                           |                       |                |
| Program Page:                           | None Specified                          |                       |                |
| Application Type:                       | Electronic                              |                       |                |
| Supp. Agreement?:                       | No                                      |                       |                |
| Debt. Delinq. Details:                  |   |                       |                |

**Urbanized Areas**

| UZA ID | UZA Name                  |
|--------|---------------------------|
| 60060  | SAN FRANCISCO-OAKLAND, CA |

- 29 -



**Congressional Districts**

| State ID | District Code | District Official |
|----------|---------------|-------------------|
| 6        | 12            | Jackie Speier     |
| 6        | 14            | Anna G Eshoo      |

**Project Details**

GBI: Removing Barriers to Livable Communities Project

\$1,097,240 FY11 Tiger II Funds

FSTIP Consistency:

MTC TIP ID: SM110006

MPO Approval: 12/15/10, TIP # 2011-03

FSTIP Approval: 12/30/10

**Project Description**

The Grand Boulevard Initiative (GBI) is a coalition of 19 cities, San Mateo and Santa Clara counties, two transit agencies, two Congestion Management Agencies, the California Department of Transportation (Caltrans), and regional and local stakeholders. The vision of the coalition is that: El Camino Real will achieve its full potential as a place for residents to work, live, shop and play, creating links between communities that promote walking and transit and an improved and meaningful quality of life(see www.grandboulevard.net).

El Camino Real (SR82) is located in the heart of the San Francisco Bay Area. It is a 43 mile north-south corridor that serves as the key transit spine on the west side of the bay between San Francisco and San Jose. Today, the corridor is an urban arterial highway that functions largely as a bland, featureless traffic funnel. Tomorrow, the corridor is envisioned as a Grand Boulevard supported by sustainable mixed-use development with strong connections to public transportation, renewed economic vitality, and livable, walkable community centers. The Tiger II grant will support the development of concrete strategies for removing barriers to Implementation of the Grand Boulevard vision, a necessary step for seizing the opportunities presented by the El Camino Corridor. The Tiger II grant will fund three separate but interrelated projects that will effectively address some of the main barriers facing the GBI.

**1. Complete Streets Project (Designing El Camino Real as a Complete Street)**

The Complete Streets project will apply the design guidelines from the Grand Boulevard Multimodal Transportation Corridor Plan to 6 to 10 key intersections and roadway segments into walkable urban nodes at up to 30% design, in partnership with Caltrans. The complete designs and documented process will serve as guidance for other communities along the Corridor for taking the complete street concept to preliminary engineering design.

**2. Economic and Housing Opportunities Assessment (ECHO)**

Phase II of ECHO will consist of four case studies that address development scenarios and potential barriers to achieve revitalization and redevelopment, and analyze multi-modal access and circulation. The case studies will help create a common basis for understanding the effects of corridor-wide development patterns and streetscape enhancements and to develop Corridor Guidance to cities that addresses the "how to" of implementation.

**3. Infrastructure Needs Assessment and Financing Strategy**

This project will evaluate the state of readiness of infrastructure to accommodate transit-supportive development in the El Camino Real Corridor and develop a strategy to provide and finance the infrastructure to accommodate the desired density and intensification. This project also will prepare a cost estimate for all Corridor-wide infrastructure improvements and identify funding sources for unfunded improvements.

Total Project Costs: \$1,697,240

Federal Project Funding: \$1,097,240

Local Match: \$600,000

ACC= 2011.77.79.DT.6

Additional Budgetary Information is attached.

**Earmarks**

**No information found.**

**Security**

**No information found.**

**Part 3: Budget****Project Budget**

|   | Quantity | FTA Amount     | Tot. Elig. Cost       |
|---|----------|----------------|-----------------------|
| <b>SCOPE</b>                                  |          |                |                       |
| 442-00 METROPOLITAN PLANNING                  | 0        | \$1,097,240.00 | \$1,697,240.00        |
| <b>ACTIVITY</b>                               |          |                |                       |
| 44.23.01 SHORT TERM TRANS PLAN - SYSTEM LEVEL | 0        | \$1,097,240.00 | \$1,097,240.00        |
| 44.24.00 SHORT RANGE TRANSIT PLANNING         | 0        | \$0.00         | \$600,000.00          |
| <b>Estimated Total Eligible Cost:</b>         |          |                | <b>\$1,697,240.00</b> |
| <b>Federal Share:</b>                         |          |                | <b>\$1,097,240.00</b> |
| <b>Local Share:</b>                           |          |                | <b>\$600,000.00</b>   |

**OTHER (Scopes and Activities not included in Project Budget Totals)**

None

**SOURCES OF FEDERAL FINANCIAL ASSISTANCE**

| UZA ID                                 | Accounting Classification | FPC | FY   | SEC | Previously Approved | Amendment Amount      | Total          |
|--|---------------------------|-----|------|-----|---------------------|-----------------------|----------------|
| 60060                                  | 2011.77.79.DT.6           | 00  | 2011 | 79  | \$0.00              | \$1,097,240.00        | \$1,097,240.00 |
| <b>Total Previously Approved:</b>      |                           |     |      |     |                     | <b>\$0.00</b>         |                |
| <b>Total Amendment Amount:</b>         |                           |     |      |     |                     | <b>\$1,097,240.00</b> |                |
| <b>Total from all Funding Sources:</b> |                           |     |      |     |                     | <b>\$1,097,240.00</b> |                |

Alternative Fuel CodesExtended Budget Descriptions

|   |                       |   |                |                |
|---|-----------------------|---|----------------|----------------|
| 442-00  | METROPOLITAN PLANNING | 0 | \$1,097,240.00 | \$1,697,240.00 |
| Budget Notes: To review the detailed budget—see the attached version. |                       |   |                |                |
| Street Case Study Implementation - \$ 530,000                         |                       |   |                |                |
| Economic Housing Opportunities Phase II \$637,240                     |                       |   |                |                |
| Infrastructure Needs-Finance Strategy \$430,000                       |                       |   |                |                |
| Project Administration \$100,000                                      |                       |   |                |                |
| Total Costs: 1,697,000  |                       |   |                |                |
| Special Note:   |                       |   |                |                |
| Total Grant Request: \$1,097,240                                      |                       |   |                |                |
| Grantee's Matching Funds: \$600,000                                   |                       |   |                |                |
| Total- \$1,697,240  |                       |   |                |                |

**Changes since the Prior Budget**Unable to find change amount information.**Part 4. Milestones**

442-00 METROPOLITAN PLANNING 0 \$1,097,240 \$1,697,240

|    | <u>Milestone Description</u>   | <u>Est. Comp. Date</u> |
|----|--------------------------------|------------------------|
| 1. | Begin Project                  | Mar. 15, 2011          |
| 2. | Complete Needs-Finance Strateg | Mar. 31, 2012          |
| 3. | Complete Streets Case Study    | Jul. 31, 2013          |
| 4. | Complete Housing Opp Assess    | Aug. 31, 2013          |
| 5. | Project Close-out              | Dec. 31, 2013          |

**Part 5. Environmental Findings**

PRJBUD Project Budget 0 \$1,097,240 \$1,697,240

Finding No. 1 - Class II(c)<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

44200 METROPOLITAN PLANNING 0 \$1,097,240 \$1,697,240

Finding No. 1 - Class II(c)**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

442301 SHORT TERM TRANS PLAN - SYSTEM LEVEL 0 \$1,097,240 \$1,097,240

Finding No. 1 - Class II(c)**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

442400 SHORT RANGE TRANSIT PLANNING 0 \$0 \$600,000

Finding No. 1 - Class II(c)**C01 - Engineering/Design/Planning/Tech.Studies**

Activities which do not involve or lead directly to construction, such as planning and technical studies; projects for training and research programs; planning activities eligible for assistance listed in 23 U.S.C. 134, 135, and 307(c); planning activities related to approval of a unified work program and any findings required in the planning process pursuant to 23 C.F.R. Part 450, activities for state planning and research programs pursuant to 23 C.F.R. Part 420; engineering to define the elements of a proposed action or alternatives so that social, economic, and environmental effects can be assessed.\n\n

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011

**Part 6: Fleet Status****Fixed Route**

|                                  | Before     | Change   | After      |
|----------------------------------|------------|----------|------------|
| <b>I. Active Fleet</b>           |            |          |            |
| A. Peak Requirement              | 246        | 0        | 246        |
| B. Spares                        | 48         | 0        | 48         |
| C. Total (A+B)                   | 294        | 0        | 294        |
| D. Spare Ratio (B/A)             | 19.51%     | 0.00%    | 19.51%     |
| <b>II. Inactive Fleet</b>        |            |          |            |
| A. Other                         | 28         | 0        | 28         |
| B. Pending Disposal              | 0          | 0        | 0          |
| C. Total (A+B)                   | 28         | 0        | 28         |
| <b>III. Total (I.C and II.C)</b> | <b>322</b> | <b>0</b> | <b>322</b> |

**Paratransit**

|                                  | Before    | Change   | After     |
|----------------------------------|-----------|----------|-----------|
| <b>I. Active Fleet</b>           |           |          |           |
| A. Peak Requirement              | 53        | 0        | 53        |
| B. Spares                        | 10        | 0        | 10        |
| C. Total (A+B)                   | 63        | 0        | 63        |
| D. Spare Ratio (B/A)             | 18.87%    | 0.00%    | 18.87%    |
| <b>II. Inactive Fleet</b>        |           |          |           |
| A. Other                         | 0         | 0        | 0         |
| B. Pending Disposal              | 0         | 0        | 0         |
| C. Total (A+B)                   | 0         | 0        | 0         |
| <b>III. Total (I.C and II.C)</b> | <b>63</b> | <b>0</b> | <b>63</b> |

**Part 7. FTA Comments****General Review**

|                |                |
|----------------|----------------|
| Comment Title: | New Comment    |
| Comment By:    | Tonya Holland  |
| Date Created:  | Dec. 17, 2010  |
| Date Updated:  | None Specified |
| Ref Section:   | Unknown        |

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011

Comment: 12/17: Preliminary application completed.

**Part 8: Results of Reviews**

The reviewer did not find any errors

**Part 9: Agreement**

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL TRANSIT ADMINISTRATION

COOPERATIVE AGREEMENT  
(FTA C-17, October 1, 2010)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official's electronic signature is entered for this Cooperative Agreement, FTA has Awarded Federal assistance in support of the Project described below. Upon Execution of this Cooperative Agreement by the Recipient named below, the Recipient affirms this FTA Award, and enters into this Cooperative Agreement with FTA. The following documents are incorporated by reference and made part of this Cooperative Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(17), October 1, 2010, and <http://www.fta.dot.gov/documents/17-Master.pdf>
- (2) The Certifications and Assurances applicable to the Project that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS COOPERATIVE AGREEMENT WITHIN 90 DAYS FOLLOWING THE DATE OF THIS FTA AWARD SET FORTH HEREIN.

**FTA AWARD**

FTA hereby awards Federal assistance as follows:

Project No: CA-79-1000-00

Recipient: SAN MATEO COUNTY TRANSIT DISTRICT

Citation of Statute(s) Authorizing Project: TIGER 2 (non-ARRA) Discretionary Grants (Pub. L. 111-117, Dec. 16, 2009)

Estimated Total Eligible Cost (in U.S. Dollars): \$1,697,240

Maximum FTA Amount Awarded [Including All Amendments] (in U.S. Dollars): \$1,097,240

Amount of This FTA Award (in U.S. Dollars): \$1,097,240

Maximum Percentage(s) of FTA Participation:

Percentages of Federal participation are based on amounts included in the Approved Project Budget, modified as set forth in the text following the Project Description.

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011

Original Project Certification Date:

**Project Description:**

TIGER II San Mateo Co. Planning Project

The Project Description includes information describing the Project within the Project Application submitted to FTA, and the Approved Project Budget, modified by any additional statements displayed in this Cooperative Agreement, and, to the extent FTA concurs, statements in other documents including Attachments entered into TEAM-Web.

Awarded By:  
Carl Bausch  
Director, HNE  
FEDERAL TRANSIT ADMINISTRATION  
U.S. DEPARTMENT OF TRANSPORTATION  
03/10/2011

**EXECUTION OF COOPERATIVE AGREEMENT**

The Recipient, by executing this Cooperative Agreement, affirms this FTA Award; adopts and ratifies all statements, representations, warranties, covenants, and materials it has submitted to FTA; consents to this FTA Award; and agrees to all terms and conditions set forth in this Cooperative Agreement.

Executed by:  
Michael Scanlon  
General Manager  
SAN MATEO COUNTY TRANSIT DISTRICT  
03/14/2011

**CA-79-1000-00 Quarterly Narrative Report**

Oct. 01, 2010 through Dec. 31, 2010  
As Of Mar. 14, 2011

**(DRAFT)**

No MS/P Report, No FFR

**Part 1: Recipient Information**

|                 |   |
|-----------------|---|
| Project Number: | CA-79-1000-00   |
| Recipient ID:   | 1671  |
| Recipient Name: | SAN MATEO COUNTY TRANSIT DISTRICT                             |
| Address:        | 1250 SAN CARLOS AVE. P.O. BOX 3006, SAN CARLOS, CA 94070 1306 |
| Telephone:      | (650) 508-6200  |
| Facsimile:      | (650) 622-8084  |

**Part 2: Project Information**

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011

|                      |   |
|----------------------|---|
| Project No:          | CA-79-1000-00                           |
| Brief Desc:          | TIGER II San Mateo Co. Planning Project |
| FTA Project Mgr:     | Tonya Holland                           |
| Start/End Date:      | Mar. 15, 2011 - Dec. 31, 2013           |
| Gross Project Cost:  | \$1,697,240                             |
| Adjustment Amt:      | \$0                                     |
| Total Eligible Cost: | \$1,697,240                             |
| Total FTA Amt:       | \$1,097,240                             |
| Total State Amt:     | \$0                                     |
| Total Local Amt:     | \$600,000                               |
| Other Federal Amt:   | \$0                                     |

**Part 3: Federal Financial Report**

**Financial Status**

|   | Previous | This Period | Cumulative |
|---|----------|-------------|------------|
| A. Federal Cash on Hand at Beginning of Period            |          |             | \$0        |
| B. Federal Cash Receipts                                  |          |             | \$0        |
| C. Federal Cash Disbursements                             |          |             | \$0        |
| D. Federal Cash on Hand at End of Period                  |          |             | \$0        |
| E. Total Federal Funds Authorized                         |          |             | \$0        |
| F. Federal Share of Expenditures                          | \$0      | \$0         | \$0        |
| G. Recipient Share of Expenditures                        | \$0      | \$0         | \$0        |
| H. Total Expenditures( F + G )                            | \$0      | \$0         | \$0        |
| I. Federal Share of Unliquidated Obligations              |          |             | \$0        |
| J. Recipient Share of Unliquidated Obligations            |          |             | \$0        |
| K. Total Unliquidated Obligations( I + J )                |          |             | \$0        |
| L. Total Federal Share ( F + I )                          |          |             | \$0        |
| M. Unobligated Balance of Federal Funds ( E - L )         |          |             | \$0        |
| N. Total Recipient Share Required                         |          |             | \$0        |
| O. Remaining Recipient Share to be provided N - ( G + J ) |          |             | \$0        |
| P. Federal Program Income on Hand at Beginning of Period  |          |             | \$0        |
| Q. Total Federal Program income earned                    |          |             | \$0        |

<https://ftateamweb.fta.dot.gov/teamweb/Applications/ViewPrint/ViewPrintRes.asp?GUID...> 3/14/2011

|  |  |  |     |
|--|--|--|-----|
| R. Federal Program income expended in accordance with the deduction alternative        |  |  | \$0 |
| S. Federal Program income expended in accordance with the addition alternative         |  |  | \$0 |
| T. Federal Program income expended on allowable Transit Capital and Operating expenses |  |  | \$0 |
| U. Federal Unexpended Program Income ( P + Q - R or s or T )                           |  |  | \$0 |

**Indirect Expense**

|                |       |
|----------------|-------|
| Type           | N/A   |
| Rate           | 0.00% |
| Base           | \$0   |
| Amount Charged | \$0   |
| Federal Share  | \$0   |

**Part 4. Milestone/Progress Report**

**No Milestone Report**

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**ATTACHMENT A  
PART 2**

**FTA Cooperative Agreement  
Grand Boulevard Initiative TIGER II Planning Grant No. CA-  
79-1000**

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**SAN MATEO COUNTY TRANSIT DISTRICT**

**GRAND BOULEVARD: REMOVING BARRIERS TO LIVABLE COMMUNITIES**

**FEDERAL TRANSIT ADMINISTRATION  
TIGER II PROJECT No. CA-79-1000**

|   |  |                              |
|---|--|------------------------------|
| <b>1. Award No.</b><br>CA-79-1000   | <b>2. Effective Date</b><br>3/10/2011  | <b>3. CFDA No.</b><br>20.933 |
| <b>4. Awarded To</b><br>San Mateo County Transit District<br>1250 San Carlos Ave.<br>San Carlos, CA 94070<br><br>DUNS No. 060139359<br>TIN No. 94-2325976 | <b>5. Sponsoring Office</b><br>Federal Transit Administration<br>East Building<br>Office of Planning and Environment<br>1200 New Jersey Ave., SE<br>Washington, DC 20590 |                              |
| <b>6. Period of Performance</b><br><br>3/10/2011-3/10/2014  | <b>7. Total Amount</b><br>Federal Share \$1,097,240<br>Cost Share \$ 600,000<br>Total Amount \$1,697,240   |                              |
| <b>8. Type of Agreement</b><br>Cooperative Agreement  | <b>9. Authority</b><br>Title I of Division A, Public Law<br>111-117 (December 16, 2009)  |                              |
| <b>10. Procurement Request Nos.</b>   | <b>11. Funds Obligated</b><br>\$1,097,240  |                              |
| <b>12. Submit Payment Requests To</b><br><br>See Section III G.   | <b>13. Payment Office</b><br><br>See Section III G.  |                              |
| <b>14. Accounting and Appropriation Data</b><br><br>2011.77.79.DT.6   |  |                              |
| <b>15. Research Title and/or Description of Project</b><br><br>San Mateo County – Grand Boulevard Initiative  |  |                              |

**FTA TEMPLATE FOR TIGER II PLANNING GRANTS**

**SAN MATEO COUNTY TRANSIT DISTRICT FEDERAL TRANSIT ADMINISTRATION**

**16. Signature of Person Authorized to Sign**      **17. Signature of FTA Authorized Official**

Michael J. Scanlon  
Signature      Date  
Name: Michael J. Scanlon  
Authorized Official  
Title: General Manager/CEO

Ernesto P. Rubin      4.1.11  
Signature      Date  
Name of FTA

Approved as to Form:  
[Signature]  
Signature      Date

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UNITED STATES OF AMERICA  
 U.S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL TRANSIT ADMINISTRATION  
 WASHINGTON, DC 20590

COOPERATIVE AGREEMENT UNDER THE  
 TRANSPORTATION, HOUSING AND URBAN DEVELOPMENT,  
 AND RELATED AGENCIES APPROPRIATIONS ACT FOR 2010  
 (DIV. A OF THE CONSOLIDATED APPROPRIATIONS ACT, 2010  
 (PUB. L. 111- 117, DEC. 16, 2009)), FOR THE NATIONAL  
 INFRASTRUCTURE INVESTMENTS DISCRETIONARY GRANT  
 PROGRAM (TIGER II DISCRETIONARY GRANTS, PLANNING)

SAN MATEO COUNTY TRANSIT DISTRICT

GRAND BOULEVARD: REMOVING BARRIERS TO LIVABLE  
 COMMUNITIES

FEDERAL TRANSIT ADMINISTRATION  
 TIGER II Grant No. CA-79-1000

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Attachments

- A. Project Scope of Work and Schedule (*Please see TEAM*)
- B. Approved Project Budget (SF 424 and SF-424A, and supporting budget information) (*Please see TEAM*)

Exhibits

- EXHIBIT A: Responsibilities and Authorities of Recipient
- EXHIBIT B: Governing Laws and Regulations

SECTION I – AGREEMENT DESCRIPTION

A. Statement of Purpose

This Cooperative Agreement between the Federal Transit Administration (FTA) and the San Mateo County Transit District is to perform transportation planning work as follows:

This project will develop strategies for removing barriers to livable communities in three focus areas: Streets Design, Economic and Housing Opportunities Assessment, and Infrastructure Needs Assessment and Financing Strategy.

A full summary of the scope of the project is provided in FTA's Transportation Electronic Award and Management (TEAM) System. The description highlights any information in the TIGER II discretionary planning assistance application included in Application that needed to be updated or amended.

B. Legislative Authority

The U.S. Department of Transportation (DOT or Government) is authorized to award up to \$35 million in TIGER II Discretionary Grants for planning pursuant to Title I (Department of Transportation) of Division A of the Consolidated Appropriations Act, 2010 (Pub. L. 111-117, Dec. 16, 2009) (the "Act"). This appropriation is similar, but not identical to the appropriation for the Transportation Investment Generating Economic Recovery, or "TIGER Discretionary Grant", program authorized and implemented pursuant to the American Recovery and Reinvestment Act of 2009 (the "Recovery Act"). Because of the similarity in program structure and objectives, DOT is referring to the planning grants for National Infrastructure Investments under the Act as "TIGER II Planning Grants".

The planning assistance awards made under the TIGER II Discretionary Grant program are in full compliance with the Act, the Interim Notice of Funding Availability (75 FR 21695, April 26, 2010), and the "Notice of Funding Availability for the Department of Housing and Urban Development's Community Challenge Planning Grants and the Department of Transportation's TIGER II Planning Grants" ("Joint DOT-HUD NOFA", 75 FR 36246, June 24, 2010).

C. General Terms and Conditions

- 1. The Recipient agrees to carry out and complete the Project without undue delays and in accordance with the terms hereof, including the Project Scope of Work and Schedule set out in FTA's Transportation Electronic Award and Management (TEAM) system, and such regulations and procedures as the Government may prescribe.

2. The Recipient agrees to notify the Government within 14 calendar days of any change in circumstances or commitments that may adversely affect the Recipient's plan to complete the Project as is described in FTA's Transportation Electronic Award and Management (TEAM) system. In its notification, the Recipient shall advise the Government of what actions it has taken or plans to take to ensure completion of the Project and shall reaffirm its commitment to the Government as set forth in this Agreement. The Government is not responsible for any funding shortfalls regarding the non-TIGER II Discretionary Grant amount share. The TIGER II Discretionary Grant Amount will remain unchanged. (See Section III of this Agreement regarding termination).

3. The Recipient has submitted a request for Federal assistance, hereinafter referred to as the "Application," hereby incorporated by reference into this Agreement and the Government is relying upon the Recipient's assurances, certifications, and other representations made in the Application, or any other related documents submitted to the Government; and, in its submissions, the Recipient has demonstrated justification for the Project, and has demonstrated the financial and technical feasibility of the Project, including the ability to start the Project quickly upon receipt of the Grant; to expend Grant funds once the Project starts; and, to the extent applicable, to receive all necessary environmental, state and local planning, and legislative approvals necessary for the Project to proceed in accordance with the Project Schedule.

4. The Government has determined that the Project is an eligible planning project under the Act. The Government has determined that Recipient should receive the award of a Grant based on a review of the Project's Application, as it meets the requirements specified in the Act, the Interim Notice of Funding Availability (75 FR 21695, April 26, 2010), and the "Notice of Funding Availability for the Department of Housing and Urban Development's Community Challenge Planning Grants and the Department of Transportation's TIGER II Planning Grants" ("Joint DOT-HUD NOFA", 75 FR 36246, June 24, 2010).

5. The Recipient will be monitored periodically by the Government, both programmatically and financially, to ensure that the Project goals, objectives, performance requirements, timelines, milestone completion, budgets, and other related program criteria are being met. Monitoring will be accomplished through a combination of office-based reviews and onsite monitoring visits. Monitoring will involve the review and analysis of the financial, programmatic, performance and administrative issues relative to each program and will identify areas where technical assistance and other support may be needed. The Recipient is responsible for monitoring award activities, to include sub-awards, to provide reasonable assurance that the Federal award is administered in compliance with applicable requirements. Responsibilities include the accounting of receipts and expenditures, cash management, maintaining adequate financial records, and refunding disallowed expenditures.

6. The Recipient agrees to take all steps, including initiating litigation, if necessary, to recover Federal funds if the Government determines, after consultation with the

Recipient, that such funds have been spent fraudulently, wastefully, or in violation of Federal laws, or misused in any manner in undertaking the Project. For the purposes of this Agreement, the term "Federal funds" means funds however used or disbursed by the Recipient that were originally paid pursuant to the Agreement.

7. The Recipient agrees to retain all documents relevant to the Grant award for a period of three years from completion of the Project and receipt of final reimbursement from the Government. The Recipient agrees to furnish the Government, upon request, all documents and records pertaining to the determination of the Grant amount or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Recipient, in court or otherwise, involving the recovery of such Grant amount shall be approved in advance by the Government.

8. The Recipient agrees to use best efforts to work to include the Project in the State Transportation Improvement Program or Metropolitan Transportation Improvement Program to the extent that such inclusion is a necessary step in the implementation of the Project's planning recommendations or outcomes.

9. The Government is subject to the Freedom of Information Act (FOIA). The Recipient should therefore be aware that all applications and related materials submitted by the Recipient related to this Agreement will become agency records and thus are subject to FOIA and to public release through individual FOIA requests.

10. The Government shall not be responsible or liable for any damage to property or any injury to persons that may arise from, or be incident to, performance or compliance with this Agreement.

11. The Recipient agrees it will comply with the requirements of chapter 53 of title 49, United States Code, as determined to be applicable.

**D. Statement of Work**

The work requirements, including deliverables, for this Cooperative Agreement are delineated in the Scope of Work in FTA's Transportation Electronic Award and Management (TEAM) system.

**SECTION II – AWARD INFORMATION**

**A. Obligated Funding**

The total not to exceed amount of Federal funding that may be provided under this Cooperative Agreement is \$1,097,240 for the entire period of performance.

The Government's liability to make payments to the Recipient is limited to those funds obligated under this Agreement, subject to any conditions specified in this agreement, as indicated above and in any subsequent amendments.

**B. Matching or Cost Sharing**

As this is considered an urban project, this project carries a matching requirement of at least 20 percent of total project costs, pursuant to Public Law 111-117. The recipient will provide cost sharing in total the amount of \$600,000; of this amount \$300,000 will be in matching funding and the balance will be in-kind staffing quantified in the amount of \$300,000, in order to meet this requirement and complete the work effort as delineated in FTA's Transportation Electronic Award and Management (TEAM) system.

Note: Cost sharing contributions shall not consist of funds or costs paid by the Federal Government under another award, except where authorized by Federal statute to be used for cost sharing or matching. Only funds expended after the effective date of the award will be eligible for consideration as cost share.

The matching requirements shall be monitored by the FTA for the duration of this effort. At the conclusion of the Agreement, FTA will determine whether the cost sharing percent matching requirement has been achieved. The Recipient must ensure a clear audit trail of the matching share costs and in-kind services for the duration of the Agreement.

**C. Period of Performance**

The period of performance of this Agreement is 36 months, commencing on the effective date stated on Page 1 of this Agreement.

**D. Degree of Federal Involvement**

This is a Cooperative Agreement. FTA anticipates substantial Federal involvement between the FTA and the Recipient during the course of this project that will include:

- Technical assistance and guidance, as applicable;
- Close monitoring during performance; and
- Participation in status meetings including kickoff meeting and annual budget reviews.

The Project Manager will participate in the planning and management of this Agreement

on behalf of the FTA and will coordinate activities between the Recipient and the FTA.

**E. Recipient Agent Or Designee**

The San Mateo County Transit District, as the Recipient, under the TIGER II Planning Program, agrees to administer the Cooperative Agreement according to the conditions set forth herein.

**SECTION III – AWARD ADMINISTRATION INFORMATION**

**A. Governing Laws and Regulations**

Performance under this Agreement shall be governed by and in compliance with the all applicable Federal regulations and statutes, including those listed or reference in FTA's Transportation Electronic Award and Management (TEAM) system and in Exhibit B to this Agreement.

**B. Responsibilities of the Recipient**

In accordance with the Project Schedule in FTA's Transportation Electronic Award and Management (TEAM) system, the Recipient shall:

Provide overall program management. Specifically, the Recipient shall be responsible for the following, as a minimum:

Perform the Statement of Work in accordance with Section I(C), General Terms and Conditions.

Coordinate and manage work, including issuing and managing subawards as necessary.

Submitting all required reports including Quarterly Progress Reports and Annual Budget Reviews. Note: See Section entitled "Reporting".

Meet with FTA's Project Manager as necessary.

Participate in a kick-off meeting with FTA's Authorized Office and/or Project Manager to discuss Agreement expectations and procedures.

Participate in Annual Budget Review meetings with the FTA's Authorized Office and/or Project Manager.

**C. Amendments**

Amendments to this Agreement may only be made in writing, signed by both parties for bilateral actions and by the FTA's Authorized Official for unilateral actions, and specifically referred to as an amendment to this Agreement.

**D. Cooperative Agreement Assurances**

The Recipient has executed FTA's Cooperative Agreement Assurances and the Recipient shall ensure that such existing Cooperative Agreement Assurances remain valid and in effect throughout the term of this Agreement.

**E. THE FTA PROJECT MANAGER**

The FTA has designated Tonya Holland as Project Manager to assist in monitoring the work under this Agreement. The Project Manager will oversee the technical administration of this Agreement and act as technical liaison with the recipient. The Project Manager is not authorized to change the scope of work or specifications as stated in the Agreement, to make any commitments or otherwise obligate the Government or authorize any changes which affect the Agreement funding, delivery schedule, period of performance or other terms or conditions.

The FTA Authorized Official is the only individual who can legally commit or obligate the Government for the expenditure of public funds. The technical administration of this Agreement shall not be construed to authorize the revision of the terms and conditions of performance. The FTA Authorized Official shall authorize any such revision in writing.

**F. Copyrights**

The Recipient shall make available to the Government copies of all work developed in performance of this Cooperative Agreement, including but not limited to software and data. The Government and others acting on its behalf shall have unlimited rights to obtain, reproduce, publish or otherwise use the data developed in the performance of this Agreement pursuant to 49 CFR Part 18.34.

**G. Payment**

Payment of costs under this Agreement will be made pursuant to and in accordance with 49 C.F.R. Parts 18 and 19 (to the extent that a non-governmental Recipient receives grant funding), and the provisions of such regulations and procedures as the Government may prescribe. Final determination of the Cooperative Agreement's expenditures may be based upon a final review of the total amount of agreed project costs and settlement will be made for adjustments to the Cooperative Agreement amount in accordance with applicable government-wide cost principles under 2 C.F.R. 225 (State and Local Governments); 2 C.F.R. 215 (Higher Education Institutions); and 2 C.F.R. 230 (Non-Profit Organizations). If there are any differences between the requirements of 49 C.F.R. Parts 18 and 19 and chapter 53 of title 49, United States Code, for projects subject to chapter 53 of such title, chapter 53 shall prevail.

The Recipient may request reimbursement of costs incurred in the performance hereof as are allowable under the applicable cost provisions not to exceed the funds currently available as stated herein. Requests shall be made no more frequently than monthly.

Payments by Reimbursement: When requesting reimbursement of costs incurred and credit for cost share incurred, the Recipient shall submit supporting cost detail with the SF 270 to clearly document costs incurred. Cost detail includes a detailed breakout of all costs incurred including direct labor, indirect costs, other direct costs, travel, etc.

The Recipient will be reimbursed in accordance with the terms of this Agreement between FTA or other specified form or agreement as determined by the Government that incorporates this Agreement by reference.

The Recipient shall have entered into obligations for services and goods associated with the Project prior to seeking reimbursement from the Government. Reimbursement will only be made for expenses incurred after execution of this Agreement.

The Recipient shall ensure that the funds provided by the Government are not misappropriated or misdirected to any other account, need, project, line-item, or the like.

Any Federal funds not expended in conjunction with the Project will remain the property of the Government.

Allowable Costs: Determination of allowable costs will be made in accordance with the applicable Federal cost principles, e.g., OMB Circular A-87 (2 C.F.R. Part 225). Disallowed costs are those charges determined to not be allowed in accordance with the applicable Federal cost principles or other conditions contained in this Agreement.

The Recipient shall submit a copy of the SF 270 using one of the methods identified below:

Requests for reimbursement and required supporting documents, should be sent via e-mail to the following e-mail address: [FTACOOPAGREE@fta.gov](mailto:FTACOOPAGREE@fta.gov).

(a) Include the request for reimbursement and supporting documents as an attached PDF document

(b) Include in the e-mail subject line the following:

- (i) "Invoice No. #
- (ii) Agreement Number
- (iii) Name of your Company/Organization."
- (iv) Attention: [Agreement Specialist Name]

Example: Invoice No. 35 -- DTFH61-08-G-00001 -- ABC University -- Attention: John Doe

If the request for reimbursement and supporting documents exceed 10 MB, as an e-mail attachment, the recipient must select one of the other submission options presented below:

Requests for reimbursement submitted via an overnight service or courier must use the following physical address:

MMAC/DOT/FTA  
AMZ-150, Accounts Payable, (405) 954-9579  
HQ Bldg Rm-272-F  
6500 South MacArthur Blvd.  
Oklahoma City, OK 73169

Requests for reimbursement may be submitted via regular U.S. Postal Service to the following address:

MMAC/DOT/FTA  
AMZ-150, Accounts Payable  
PO Box 269041  
Oklahoma City, OK 73126

All requests for reimbursement must identify (Project Manager's name) as the point of contact.

Requests for reimbursement submitted to an address other than those identified above will be returned to the recipient as non-conforming.

FTA reserves the right to withhold processing requests for reimbursement until sufficient detail is received. In addition, reimbursement will not be made without the Project Manager review and approval to ensure that progress on the Agreement is sufficient to substantiate payment.

**H. Acknowledgement of Support and Disclaimer**

An acknowledgment of FTA support and a disclaimer must appear in any publication of any material, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Transit Administration under Cooperative Agreement No. CA-79-1000."

All materials must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the Author(s) and do not necessarily reflect the view of the Federal Transit Administration."

**I. Site Visits**

The Federal Government, through its authorized representatives, has the right, at all

reasonable times, to make site visits to review project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by the Federal Government on the premises of the Recipient or a subrecipient under this Agreement, the Recipient shall provide and shall require their subrecipients to provide all reasonable facilities and assistance for the safety and convenience of the Government representative in the performance of their duties. All site visits and evaluations shall be performed in such a manner as will not unduly delay work.

#### J. Enforcement and Termination

The Government may terminate this Agreement in whole or in part, upon providing written notification to the Recipient, if FTA determines that a Recipient has failed to complete the technical or administrative terms and conditions of the award, or has failed to make sufficient progress on the Project Schedule in FTA's Transportation Electronic Award and Management (TEAM) System, or the Government, in its sole discretion, determines that termination of the Agreement is in the public interest.

#### K. Budget Revision/Reallocation of Amounts Under 49 CFR 18.30

The Recipient is required to report deviations from budget and program plans, and request prior approval for budget and program plan revisions in accordance with 49 CFR Part 18.30.

Note: The Recipient must obtain prior written approval via email or physical letter from the Project Manager to transfer amounts budgeted for direct cost categories when the cumulative value of such transfers will exceed 10% of the value of Federal share of this Agreement.

#### L. Financial Management System Under 49 CFR Part 18.20

By signing this Agreement, the Recipient verifies that it has, or will implement, a financial management system adequate for monitoring the accumulation of costs and that it complies with the financial management system requirements of 49 CFR Part 18. The Recipient's failure to comply with these requirements may result in Agreement termination.

#### M. Allowability of Costs

Allowability of costs shall be determined in accordance with 49 CFR Part 18.22.

Any non-domestic travel must be approved by FTA's Authorized Official prior to incurring costs. Travel requirements under this Agreement shall be met using the most economical form of transportation available. If economy class transportation is not available, the request for payment vouchers must be submitted with justification for use of higher class travel indicating dates, times, and flight numbers.

#### N. Central Contractor Registry (CCR)

The Recipient, including any direct recipient acting under a delegation from the Applicant, must be registered in the CCR in order to receive payments under this Agreement. Use of the CCR is to provide one location for applicants and Recipients to change information about their organization and enter information on where government payments should be made. The registry will enable Recipients to make a change in one place and one time for all Federal agencies to use. Information for registering in the CCR and online documents can be found at [www.ccr.gov](http://www.ccr.gov).

#### O. Key Personnel

The Recipient shall request prior written approval via email or physical letter from the Project Manager for any change in key personnel specified in the award. Key personnel under this Agreement include:

Corinne Goodrich, San Mateo County Transit District

#### P. Subawards

Unless described in the application and funded in the approved award, the Recipient shall obtain prior written approval via email or physical letter from the Project Manager for the subaward of any work under this award. This provision does not apply to the purchase of supplies, material, equipment, or general support services.

No sub-awards are currently approved under this Agreement.

#### Q. Debarment and Suspension Requirements

The Recipient shall comply with 2 CFR Part 180 entitled, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)." DOT-specific guidance can be found at 2 CFR Part 1200 entitled, "Nonprocurement Suspension and Department." Further, the Recipient shall flow down this requirement to applicable subawards by including a similar term or condition in lower-tier covered transactions.

#### R. Reporting

##### 1. Addresses for Submittal of Reports and Documents

Unless otherwise provided herein, the Recipient shall submit all required reports and documents to the Government electronically in TEAM, referencing the Grant number, or if too large to attach to TEAM electronically, then the reports shall be emailed to [Victor.Austin@dot.gov](mailto:Victor.Austin@dot.gov) and [leslie.rogers@dot.gov](mailto:leslie.rogers@dot.gov)

**2. Quarterly Progress Report**

The Recipient shall submit an electronic copy in accordance with R.1. above on or before the 30th of the month following the calendar quarter being reported. Reports submitted under this provision satisfy the NOFA requirement for a midterm and final report.

Calendar Quarters are:

- (1) January - March
- (2) April - June
- (3) July - September
- (4) October- December

Each report shall contain concise statements covering the activities relevant to the project, including:

- a summary of work performed for the current quarter
- a summary of work planned for the upcoming quarter
- a description of any problem encountered or anticipated that will affect the completion of the work within the time and fiscal constraints as set forth in the Cooperative Agreement, together with recommended solutions to such problems; or, a statement that no problems were encountered
- a tabulation of the current and cumulative costs expended for each task, by quarter, versus budgeted costs
- SF425, Federal Financial Report.

**3. Annual Budget Review and Program Plan**

The Recipient shall submit an electronic copy of the Annual Budget Review and Program Plan in accordance with R.1 above 60 days prior to the end of each Agreement year. The Annual Budget Review and Program Plan shall provide a detailed schedule of activities, estimate of specific performance objectives, include forecasted expenditures, and schedule of milestones for the upcoming Agreement year. The Recipient will meet with FTA to discuss the Annual Budget Review and Program Plan. Work proposed under the Annual Budget Review and Program Plan shall not commence until Project Manager's written approval is received.

**S. Financial Assistance Policy to Ban Text Messaging While Driving**

a) *Definitions.* The following definitions are intended to be consistent with the definitions in Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10. For clarification purposes, they may expand upon the definitions in the E.O.

"Driving"-

- (1) Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise.
- (2) It does not include being in your vehicle (with or without the motor running) in a

location off the roadway where it is safe and legal to remain stationary.

"Text Messaging" ---means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

(b) In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, financial assistance recipients and subrecipients of Grants and Cooperative Agreements are encouraged to:

- (1) Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving--
  - (i) Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or
  - (ii) Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

- (2) Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as-
  - (i) Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
  - (ii) Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

(c) *Assistance Awards.* All recipients and subrecipients of financial assistance to include: grants, cooperative Agreements, loans and other types of assistance, shall insert the substance of this clause, including this paragraph (c), in all assistance awards.

**T. Order of Precedence**

The scope of work, schedule, and the budget in FTA's Transportation Electronic Award and Management (TEAM) System are accepted, approved, and incorporated by reference in this Agreement. The recipient's original application is incorporated into this Agreement by reference. In the event of any conflict between FTA's Transportation Electronic Award and Management (TEAM) System and the application, FTA's Transportation Electronic Award and Management (TEAM) System shall prevail over the application.

FTA TEMPLATE FOR TIGER II PLANNING GRANTS

**SECTION IV -- AWARD AND EXECUTION OF COOPERATIVE GRANT AGREEMENT**

A Cooperative Agreement is awarded and executed by electronic signature in the FTA's Transportation Electronic Award and Management (TEAM) System. These electronic signatures legally bind the parties to the terms and conditions set forth in TEAM.

There are three (3) identical counterparts of this Cooperative Agreement in hard copy; each counterpart is to be fully signed in writing by the parties and each counterpart is deemed to be an original writing having identical legal effect. When this Cooperative Agreement is fully executed and dated and TEAM is electronically signed and dated by the authorized official of the Government, these instruments will constitute an Award. Upon full Execution of these instruments by the Recipient, the effective date will be the date the Government awarded the funding through TEAM.

**EXECUTION BY THE GOVERNMENT**

Executed this 1 day of APRIL, 2011.

Elizabeth S. Riklin  
Signature of Government's Authorized Representative

Elizabeth S. Riklin  
Name of Government's Authorized Representative

Deputy Assoc Admin TPE  
Title

**EXECUTION BY THE RECIPIENT**

By signature below, the Recipient acknowledges that it accepts and agrees to be bound by this Agreement.

Executed this 17<sup>th</sup> day of February, 2011.

Michael J. Scanlon  
Michael J. Scanlon

General Manager/CEO

**EXHIBIT A**

**RESPONSIBILITY AND AUTHORITY OF THE RECIPIENT**

**1. Legal Authority.**

The Recipient affirms that it has the legal authority to apply for the grant, and to finance and carry out the proposed project identified in its Application; that a resolution, motion or similar action has been duly adopted or passed as an official act of the Recipient's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Recipient to act in connection with the application and to provide such additional information as may be required.

**2. Funds Availability.**

Recipient affirms that it has sufficient funds available for that portion of the project costs that are not to be paid by the Government.

**3. Preserving Rights and Powers.**

Recipient will not take or permit any action that would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the Agreement without the written approval of the Government, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others that would interfere with such performance by the Recipient. The Recipient agrees that this will be done in a manner acceptable to the Government.

**4. Accounting System, Audit, and Record Keeping Requirements.**

(a) The Recipient agrees to keep all project accounts and records that fully disclose the amount and disposition by the Recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984, as amended (31 U.S.C. 7501-7507).

(b) The Recipient agrees to make available to the DOT and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the Recipient that are pertinent to the grant. The Government may require that a Recipient conduct an appropriate audit. In any case in which an independent audit is made of the accounts of a Recipient relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.



**TRANSPARENCY ACT REQUIREMENTS**

**[THIS SECTION MAY BE UPDATED BASED ON FURTHER OMB GUIDANCE OR REGULATION]**

Pursuant to the Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252, hereafter referred to as "the Transparency Act" or "the Act") and the OMB Interim Final Rule (75 FR 55663 (September 14, 2010) (available at <http://www.gpo.gov/fdsys/pkg/FR-2010-09-14/pdf/2010-22705.pdf>) (codified at 2 CFR Part 170), the Recipient is required to report as required under the Act, in addition to including the following clause in all first-tier Subawards:

**I. Reporting Subawards and Executive Compensation.**

**a. Reporting of First-Tier Subawards.**

1) **Applicability.** Unless the Recipient (hereinafter in this section referred to as "you") are exempt as provided in paragraph d. of this section, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in subsection c. of this section).

2) **Where and when to report.**

a. You must report each obligating action described in subsection a.1. of this section to <http://www.ftrs.gov>.

b. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

3) **What to report.** You must report the information about each obligating action that the submission instructions posted at <http://www.ftrs.gov> specify.

**b. Reporting Total Compensation of Recipient Executives.**

1) **Applicability and what to report.** You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

a. the total Federal funding authorized to date under this award is \$25,000 or more;

b. in the preceding fiscal year, you received—

(1) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

c. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(n) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2) **Where and when to report.** You must report executive total compensation described in subsection b.1. of this section:

a. As part of your registration profile at <http://www.ccr.gov>.

b. By the end of the month following the month in which this award is made, and annually thereafter.

**c. Reporting of Total Compensation of Subrecipient Executives.**

1) **Applicability and what to report.** Unless you are exempt as provided in subsection d. of this section, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

a. in the subrecipient's preceding fiscal year, the subrecipient received—

(1) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

(2) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

b. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

2) Where and when to report. You must report subrecipient executive total compensation described in subsection c.1. of this section:

a. To the recipient.

b. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. Exemptions.

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

a. Subawards,

and

b. The total compensation of the five most highly compensated executives of any subrecipient.

e. Definitions. For purposes of this section:

1) Entity means all of the following, as defined in 2 CFR part 25:

a. A Governmental organization, which is a State, local government, or Indian tribe;

b. A foreign public entity;

c. A domestic or foreign nonprofit organization;

d. A domestic or foreign for-profit organization;

e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2) Executive means officers, managing partners, or any other employees in management positions.

3) Subaward:

a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. \_\_\_\_ .210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").

c. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4) Subrecipient means an entity that:

a. Receives a subaward from you (the recipient) under this award; and

b. Is accountable to you for the use of the Federal funds provided by the subaward.

5) Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

a. Salary and bonus.

b. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

c. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

d. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

e. Above-market earnings on deferred compensation which is not tax-qualified.

f. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

**SINGLE AUDIT INFORMATION FOR RECIPIENTS OF TIGER II GRANT FUNDS**

1. To maximize the transparency and accountability of funds authorized under the Act as required by Congress and in accordance with 2 C.F.R. 215 "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher

Education, Hospitals, and other Non-Profit Organizations" and OMB Circular A-102 "Grants and Cooperative Agreements with State and Local Governments." Common Rules provisions, recipients agree to maintain records that identify adequately the source and application of TIGER II Discretionary Grant funds. OMB Circular A-102 is available at <http://www.whitehouse.gov/omb/circulars/a102/a102.html>.

2. For recipients covered by the Single Audit Act Amendments of 1996 and OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations," recipients agree to separately identify the expenditures for Federal awards under the Act on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by OMB Circular A-133. OMB Circular A-133 is available at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>. This shall be accomplished by identifying expenditures for Federal awards made under the Act separately on the SEFA, and as separate rows under Item 9 of Part III on the SF-SAC by CFDA number, and inclusion of the prefix "TIGER II -" in identifying the name of the Federal program on the SEFA and as the first characters in Item 9d of Part III on the SF-SAC.

## EXHIBIT B

### GOVERNING AND RELATED LAWS AND REGULATIONS

Performance under this Agreement shall be governed by and in compliance with all applicable Federal regulations and statutes, including the following requirements, as applicable to the type of organization of the Recipient and any applicable subrecipients:

- a. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- b. Section 404 of the Clean Water Act, as amended 33 U.S.C. 1251, et seq.
- c. Section 7 of the Endangered Species Act, P.L. 93-205, as amended.
- d. Drug Abuse Office and Treatment Act of 1972, as amended, 21 U.S.C. 1101, et seq.
- e. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.
- f. Federal Water Pollution Control Act, as amended - 33 U.S.C. 1251-1376
- g. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.
- h. Americans with Disabilities Act of 1990 - 42 U.S.C. 12101, et seq.
- i. Title IX of the Education Amendments of 1972, as amended - 20 U.S.C. 1681 through 1683, and 1685 through 1687
- j. Section 504 of the Rehabilitation Act of 1973, as amended - 29 U.S.C. 794
- k. Title VI of the Civil Rights Act of 1964 - 42 U.S.C. 2000d et seq.
- l. Limitation on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions - 31 U.S.C. 1352
- m. Freedom of Information Act - 5 U.S.C. 552, as amended
- n. The Federal Funding Transparency and Accountability Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Public Law 110-252) (See Exhibit B for required clause).

#### Executive Orders

- a. Executive Order 11246 - Equal Employment Opportunity
- b. Executive Order 12372 - Intergovernmental Review of Federal Programs
- c. Executive Order 12549 - Debarment and Suspension
- d. Executive Order 12898 - Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations
- e. Executive Order 13166 - Improving Access to Services for Persons With Limited English Proficiency

#### General Federal Regulations

- a. 49 CFR 18, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments" [located at: <http://www.dot.gov/ost/m60/grant/49cfr18.htm>];
- b. Cost Principles for State and Local Governments - 2 C.F.R. Part 225
- c. Non-procurement Suspension and Debarment - 2 C.F.R. Part 1200
- d. Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting

- requirements) - 41 C.F.R. Parts 60, et seq.
- c. New Restrictions on Lobbying – 49 C.F.R. Part 20 [located at <http://www.dot.gov/est/m60/grant/49cfr20.htm>];
- f. Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 – 49 C.F.R. Part 21
- g. Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance - 49 C.F.R. Part 25
- h. Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance - 49 C.F.R. Part 27
- i. Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities Conducted by the Department of Transportation – 49 C.F.R. Part 28
- j. Governmentwide Requirements for Drug-Free Workplace (Financial Assistance) – 49 C.F.R. Part 32
- k. DOT's implementing ADA regulations, including the ADA Accessibility Guidelines in Part 37, Appendix A - 49 C.F.R. Parts 37 and 38
- l. Procedures for Transportation Workplace Drug and Alcohol Testing Programs – 49 C.F.R. Part 40
- m. Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs – 49 C.F.R. Part 26

The Recipient also agrees that it will comply with the applicable requirements of chapter 53, title 49, United States Code.

**Office of Management and Budget Circulars**

- a. A-87 – Cost Principles Applicable to Grants and Contracts with State and Local Governments [located at: <http://www.whitehouse.gov/OMB/circulars/a087/a087.html>];
- b. A-102 – Grants and Agreements with State and Local Governments [located at: <http://www.whitehouse.gov/omb/circulars/a102/a102.html>];
- c. A-133 - Audits of States, Local Governments, and Non-Profit Organizations [located at <http://www.whitehouse.gov/omb/circulars/a133/a133.html>];
- d. Any other applicable OMB Circular based upon the specific TIGER II Grant Recipient

Specific assurances required to be included in cooperative agreements and grant agreements by any of the above laws, regulations, or circulars and are not included in this Agreement, are hereby incorporated by reference into the Agreement.

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# ATTACHMENT B

## **Project Budget Grand Boulevard Initiative TIGER II Planning Grant**

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Attachment B

TIGER II Planning Grant - Project Budget

| TIGER II Planning Grant - Grand Boulevard Initiative: Removing Barriers to Sustainable Communities Projects | Total Project Costs   |                  |                                       | How Funded (Local Match and Grant Funds) |                  |                     |                   |                  |                       |                        |  |
|---|-----------------------|------------------|---------------------------------------|--|------------------|---------------------|-------------------|------------------|-----------------------|------------------------|--|
|   | Total Consultant Cost | Total Staff Cost | Total Project Cost                    | District In-Kind Match                   | District Funding | C/CAG Funding Match | VTA Funding Match | Total Match      | Match % of Total Cost | TIGER II Grant Funding | TIGER II Grant Funding % of Total Cost |
| 1. Complete Streets Project   | \$370,000             | \$193,333        | \$563,333                             | \$99,525                                 | \$0              | \$99,525            | \$0               | \$199,050        | 36.0%                 | \$364,284              | 64.7%                                  |
| Supplemental Task: Comments on Caltrans Revised HDM   | \$6,050               | \$0              | \$6,050                               | \$0                                      | \$3,025          | \$3,025             | \$0               | \$6,050          |                       | \$0                    |  |
| 2. Economic and Housing Opportunities Phase II Assessment (ECHO Phase II)                                   | \$517,240             | \$153,333        | \$670,573                             | \$118,582                                | \$0              | \$88,936            | \$29,645          | \$237,164        | 35.4%                 | \$433,410              | 64.6%                                  |
| 3. Infrastructure Needs Assessment and Financing Study  | \$411,200             | \$52,133         | \$463,333                             | \$81,894                                 | \$0              | \$60,343            | \$21,551          | \$163,787        | 35.3%                 | \$299,547              | 64.7%                                  |
| <b>Totals</b>   | <b>\$1,304,490</b>    | <b>\$398,800</b> | <b>\$1,703,290</b>                    | <b>\$300,000</b>                         | <b>\$3,025</b>   | <b>\$251,829</b>    | <b>\$51,196</b>   | <b>\$606,050</b> | <b>35.6%</b>          | <b>\$1,097,240</b>     | <b>64.4%</b>                           |
|   |                       |                  | <i>Percent of Total Match (35.6%)</i> | <i>49.5%</i>                             | <i>0.5%</i>      | <i>41.6%</i>        | <i>8.4%</i>       |                  |                       |                        |  |

|                    |             |
|--------------------|-------------|
| Total Project Cost | \$1,703,290 |
| Total Grant Funds  | \$1,097,240 |
| Total Local Match  | \$606,050   |

| Cost Sharing Assumptions:  |   |
|--|---|
| Complete Streets   | TIGER II Grant Funds = 64% of Complete Streets Project Cost; 33.2% of total Grant Funding   |
|  | Total Matching Funds = 36% of Complete Streets Project Cost (Includes \$6,050 for HDM Comments)   |
|  | District In-Kind 50% of total match for Complete Streets; 17.7% of Complete Streets Project Cost  |
|  | District Funding 50% of total costs for Supplemental Task: Comments on Caltrans Revised HDM   |
|  | C/CAG Funding 50% of total match for Complete Streets; 17.7% of Complete Street Project Cost; 50% of total costs for Supplemental Task: Comments on Caltrans Revised HDM                        |
| VTA Funding None - No Santa Clara cities in Complete Streets Project |   |
| ECHO Phase II  | TIGER II Grant Funds = 64.6% of ECHO Phase II Project Cost; 39.5% of total Grant Funding  |
|  | Total Matching Funds = 35.4% of ECHO Phase II Project Cost  |
|  | District In-Kind 50% of total match for ECHO Phase II; 17.7% of ECHO Phase II Project Cost  |
|  | C/CAG Funding 37.5% of total match for ECHO Phase II (75% of 50% of total match for ECHO Phase II, based on 3 of 4 case studies in San Mateo County); 13.3% of ECHO Phase II Project Cost       |
|  | VTA Funding 12.5% of total match for ECHO Phase II (25% of 50% of total match, based on 1 of 4 case studies in Santa Clara County); 4.4% of ECHO Phase II Project Cost                          |
| Infrastructure Needs Assessment and Financing Study                  | TIGER II Grant Funds = 64.7% of Infrastructure/Financing Study Project Cost; 27.3% of total Grant Funding   |
|  | Total Matching Funds = 35.3% of Infrastructure/Financing Study Project Cost   |
|  | District In-Kind 50% of total match for Infrastructure/Financing Study; 17.7% of Infrastructure/Financing Project Cost  |
|  | C/CAG Funding 36.8% of total match for Infrastructure/Financing Study (based on 14 of 19 cities in San Mateo County (14/19 * 50% of total match)); 13% of Infrastructure/Financing Project Cost |
|  | VTA Funding 13.3% of total match for Infrastructure/Financing Study (based on 5 of 19 cities in Santa Clara County (5/19 * 50% of total match)); 4.7% of Infrastructure/Financing Project Cost  |

| District In-Kind Match - Staffing Assumptions |          |              |                  |
|---|----------|--------------|------------------|
| Staff   | Rate     | Hours        | Total Staff Cost |
| Strategic Development Manager                 | \$128.00 | 592          | \$75,776         |
| Senior Planner                                | \$105.50 | 1,956        | \$206,358        |
| Senior Planner                                | \$82.00  | 98           | \$8,036          |
| Planner                                       | \$81.68  | 1,330        | \$108,630        |
| <b>Total</b>                                  |          | <b>3,976</b> | <b>\$398,800</b> |
| District In-Kind Match for Staff Cost         |          |              | \$300,000        |
| TIGER II Grant Funding for Staff Cost         |          |              | \$98,800         |



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# ATTACHMENT C

## **Project Schedule Grand Boulevard Initiative TIGER II Planning Grant**

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**ATTACHMENT C**

**GBI Project Schedule**

| <b>GBI Projects</b>             | <b>Deliverables</b>   | <b>Dates</b>                  | <b>Duration (Months)</b> |
|---------------------------------|---|-------------------------------|--------------------------|
| <b>Complete Streets Project</b> | Comments on Caltrans Revised Highway Design Manual                    | July 2011                     | 1                        |
|                                 | Background and Case Study Selection                                   | August 2011 – December 2011   | 5                        |
|                                 | Develop Complete Streets Design Process/Memo                          | November 2011 – February 2012 | 4                        |
|                                 | Complete Streets Case Studies and Fact Sheets/Final Report            | January 2011 – July 2013      | 19                       |
| <b>ECHO Phase II</b>            | Existing Conditions Summary Memo and Graphics                         | October 2011                  | 1                        |
|                                 | Selection of Case Study Cities  | October 2011 – November 2011  | 1 ½                      |
|                                 | Ongoing Stakeholder Outreach  | October 2011 – October 2013   | 24                       |
|                                 | Individual Case Studies   | November 2011 – May 2013      | 19                       |
|                                 | Collectively Analyze Case Studies                                     | January 2013 – May 2013       | 5                        |
|                                 | Guidance to GBI Cities: Implementation Action Guide (Draft and Final) | April 2013 – October 2013     | 7                        |
| <b>Infrastructure Study</b>     | GBI Framework Analysis  | June 2013 – August 2013       | 3                        |
|                                 | Inventory Need  | September 2011 – April 2012   | 8                        |
|                                 | Prepare Cost Estimates  | January 2012 – June 2012      | 6                        |
|                                 | Identify Fund Sources and Gaps  | February 2012 – July 2012     | 6                        |
|                                 | Prepare Financing Study   | April 2012 – October 2012     | 7                        |



# C/CAG AGENDA REPORT

**Date:** October 13, 2011  
**To:** C/CAG Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Review and Adoption of Resolution No. 11-53 Authorizing the C/CAG Board of Directors to Submit an Application to Caltrans to Receive and Accept State Grant Funds and Certify C/CAG's Share of Matching Funds to Prepare an Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the Environs of San Carlos Airport

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## RECOMMENDATION

That the C/CAG Board of Directors, in its designated role as the Airport Land Use Commission, adopt the attached resolution (Resolution No. 11-53) to: (1) authorize the submittal of an application to the Caltrans Division of Aeronautics, (2) accept an allocation of grant funds (90%), (3) execute an agreement with Caltrans for an Acquisition & Development grant, and (4) certify the availability of C/CAG's share of matching funds (10%) to prepare an update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the environs of San Carlos Airport.

## FISCAL IMPACT

Adoption of Resolution No. 11- 53 commits the C/CAG Board to provide the 10% (\$15,000) match to a 90% (\$135,000) State grant, in FY 2011-2012, to prepare an update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the environs of San Carlos Airport.

## BACKGROUND

On June 30, 2010, the California Transportation Commission (Commission) adopted the 2010 Aeronautics Program. That action included a list of airport-related projects that is eligible for grant funding over the next three fiscal years (FY 2010 - 2011, FY 2011 - 2012, and FY 2012 – 2013). The list includes an update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the environs of Half Moon Bay Airport for funding eligibility in FY 2010-2011 and an update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the environs of San Carlos Airport for funding eligibility in FY 2011-2012. Last year, C/CAG adopted and submitted a resolution to Caltrans for the Half Moon Bay Airport CLUP update. The total cost for each CLUP update is \$150,000.

## DISCUSSION

The Caltrans Division of Aeronautics manages the grant process for the State Aeronautics Program. To receive the state grant funds (project allocation) for the San Carlos Airport CLUP update, the C/CAG Board must complete the required application form and adopt the attached resolution (per direction from Caltrans staff) and then submit both documents to the Caltrans Division of Aeronautics. After the Commission has allocated the funding for the San Carlos Airport CLUP update, Caltrans Aeronautics staff will provide further instructions to the C/CAG Board.

**ATTACHMENT:** C/CAG Board Resolution No. 11-53



## RESOLUTION NO. 11-53

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE SUBMITTAL OF AN APPLICATION, ACCEPTANCE OF AN ALLOCATION OF FUNDS, EXECUTION OF A GRANT AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALATRANS) FOR AN ACQUISITION & DEVELOPMENT GRANT, AND CERTIFYING THE AVAILABILITY OF C/CAG'S SHARE OF MATCHING FUNDS TO PREPARE AN UPDATE OF THE COMPREHENSIVE AIRPORT/LAND USE COMPATIBILITY PLAN (CLUP) FOR THE ENVIRONS OF SAN CARLOS AIRPORT.**

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**WHEREAS**, the California Transportation Commission adopted the 2010 Aeronautics Program for airport improvement projects that included a funding allocation (90%) for the preparation of an update of the comprehensive airport land use compatibility plan (CLUP) for the environs of San Carlos Airport; and

**WHEREAS**, the California Department of Transportation, pursuant to the Public Utilities Code and California Aid to Airports Program (CAAP) regulations, requires local government approval authorizing the application and certifying the availability of 10% matching funds, a sum from other than state or federal sources; and

**WHEREAS**, the C/CAG Board of Directors is submitting an application and supporting documents to Caltrans to prepare an update of the comprehensive airport/land use compatibility plan (CLUP) for the environs of San Carlos Airport, per direction from Caltrans;

**NOW, THEREFORE BE IT RESOLVED** that the C/CAG Board of Directors, in its designated role as the Airport/Land Use Commission for San Mateo County:

1. Authorizes filing the application for the project in the 2010 Aeronautics Program.
2. Authorizes accepting the allocation of grant funds (90%) for the project in the environs of San Carlos Airport.
3. Certifies the availability of C/CAG's ten percent (10%) matching funds.
4. Authorizes execution of the Grant Agreement; and

**BE IT FURTHER RESOLVED**, that the C/CAG Board of Directors does hereby authorizes Richard Napier, C/CAG Executive Director, to sign any documents required to apply for and accept the subject funds on behalf of C/CAG.

**PASSED, APPROVED, AND ADOPTED THIS 13<sup>th</sup> DAY OF OCTOBER 2011.**

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Bob Grassilli, C/CAG Board Chairperson





# C/CAG AGENDA REPORT

**Date:** October 13, 2011

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

**From:** Richard Napier, Executive Director

**Subject:** Review and approval of Resolution 11-57 authorizing the C/CAG Chair to execute a funding agreement with the San Mateo County Transportation Authority (SMCTA) to receive a maximum amount of \$630,000 for joint and/ or co-sponsored programs for FY 2011/12.

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution 11-57 authorizing the C/CAG Chair to execute a funding agreement with the San Mateo County Transportation Authority (SMCTA) to receive a maximum amount of \$630,000 for joint and/ or co-sponsored programs for FY 2011/12.

## **FISCAL IMPACT**

A maximum amount of \$630,000 may be received from the San Mateo County Transportation Authority represents matching funds for joint funded projects in FY 2011/12.

## **SOURCE OF FUNDS**

The San Mateo County Transportation Authority (SMCTA) matching funds will come from the Measure "A" Sales Tax program.

## **BACKGROUND/DISCUSSION**

C/CAG and the San Mateo County Transportation Authority (SMCTA) have collaborated and co-funded many transportation programs in the past. This partnership has enabled both agencies to achieve their goals, utilize each other's funding as matching funds to attract other outside grants, and to ensure that there is no duplication of effort. This cooperative effort was one of the major premises under which the Congestion Relief Plan and the Countywide Transportation Plan were adopted by C/CAG.

On September 7, 2006, the first formal funding agreement between C/CAG and SMCTA was established, followed by Amendment No.1 entered on August 24, 2007, Amendment No. 2 approved by C/CAG Board on October 9, 2008, and Amendment No. 3 approved by C/CAG Board on October 8, 2009. That agreement along with its amendments set forth many of the cooperative funding arrangements contemplated by the two agencies.

ITEM 5.4

On August 12, 2010, the C/CAG Board approve Resolution 10-46 authorizing the C/CAG Chair to execute a second funding agreement with SMCTA to receive a maximum amount of \$650,000 matching funds for joint and/ or co-sponsored programs for FY 2010/11.

The current request is for approval of Resolution 11-57 authorizing the C/CAG Chair to execute a third funding agreement with SMCTA to receive a maximum amount of \$630,000 matching funds for the following joint and/or co-sponsored programs for FY 2011/12:

- 1) \$300,000 for the local transportation services (local shuttle program);
- 2) \$130,000 for Travel Demand Forecast Modeling services;
- 3) \$100,000 for Countywide Ramp Metering implementation;
- 4) \$100,000 for Countywide Comprehensive Bicycle and Pedestrian Plan development.

The actual funding agreement is being reviewed by both agencies' staff and legal counsels prior to execution by the C/CAG Chair.

#### ATTACHMENT

- Resolution 11-57

**RESOLUTION 11-57**

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**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) TO RECEIVE A MAXIMUM AMOUNT OF \$630,000 FOR JOINT AND/ OR CO-SPONSORED PROGRAMS, FOR FY 2011/12**

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

**WHEREAS**, C/CAG and the San Mateo County Transportation Authority (SMCTA) have determined that through the joint sponsorship and funding of certain programs the achievement of the goals of both agencies can be enhanced; and

**WHEREAS**, a funding agreement between SMCTA and C/CAG was executed on September 7, 2006 for SMCTA to provide matching funds from the "Measure A" half-cent Transportation Sales Tax Program for certain joint funded programs, with Amendments 1, 2, and 3 executed on Aug 24, 2007, October 9, 2008, October 8, 2009, respectively; and

**WHEREAS**, another funding agreement between C/CAG and SMCTA was executed on September 2, 2010 for FY 2010/11; and

**WHEREAS**, both C/CAG and SMCTA have determined to enter into a new funding agreement for C/CAG to receive matching funds from SMCTA in an amount not to exceed \$630,000 for joint funded programs for fiscal year 2011/12; and

**NOW, THEREFORE, BE IT RESOLVED** that the C/CAG Chair is hereby authorized to execute a funding agreement with the San Mateo County Transportation Authority (SMCTA) for fiscal year 2011/12 for joint funding of specific transportation programs as follows, and subject to approval by legal counsel:

Receive matching funds from SMCTA as follows:

- 1) \$300,000 for the local transportation services (local shuttle program);
- 2) \$130,000 for Travel Demand Forecast Modeling services;
- 3) \$100,000 for Countywide Ramp Metering implementation;
- 4) \$100,000 for Countywide Comprehensive Bicycle and Pedestrian Plan development.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

\_\_\_\_\_  
Bob Grassilli, Chair



# C/CAG AGENDA REPORT

**Date:** October 13, 2011  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Review and approval of Memoranda of Understanding with SMCTA, SamTrans, and JPB to cost reimburse C/CAG for use of the C/CAG Travel Forecasting Model.

(For further information contact Richard Napier at 599-1420 or Joseph Kott at 599-1409)

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## **RECOMMENDATION**

That the C/CAG Board review and Approve Resolutions 11-59, 11-60- and 11-61 authorizing the C/CAG Chair to execute Memoranda of Understanding with the San Mateo County Transportation Authority (SMCTA), the San Mateo County Transit District (SamTrans), and the Peninsula Corridor Joint Power Board (JPB) regarding cost shares in the amount of \$50,000 each for a one-time C/CAG Travel Model license and set-up fee and in the amount of \$6,250 each for an annual maintenance and update fee for three years.

## **FISCAL IMPACT**

Execution of each agreement will provide to C/CAG a total one-time amount of \$150,000 toward a \$200,000 one-time C/CAG Travel Model License fee, as stipulated in the March 18, 2011 Agreement between C/CAG and the Santa Clara County Transportation Authority (VTA) for development and use of the new C/CAG Travel Forecasting Model. Execution of each agreement would in addition provide to C/CAG \$18,750 of a total annual of \$25,000 needed for annual maintenance and update of the C/CAG Travel Model by VTA for each of three years, also as stipulated in the March 18, 2011 agreement between C/CAG and VTA.

## **SOURCE OF FUNDS**

The funding for the C/CAG portion of one-time C/CAG Travel Model License fee maintenance, as well as the will annual maintenance and update costs will come from C/CAG congestion management funds. The SMCTA, Samtrans, and the JPB will provide the three-fourths share of the costs and C/CAG will fund the remaining one-fourth.

## **BACKGROUND/DISCUSSION**

C/CAG is the designated Congestion Management Agency responsible for the development and implementation of the Congestion Management Program (CMP) for San Mateo County.

ITEM 5.5

California Government Code requires Congestion Management Agencies to develop and maintain a computerized Travel Demand Forecasting Model within their jurisdiction.

The current C/CAG's travel demand forecasting model was originally developed in 1994 and was based on the old 1981 MTC FCAST model system. The model has been updated and refined several times since then by various consultants but is becoming difficult to update and maintain and is now considered out of date. The model is implemented in the older version of the EMME/2 software.

In March 18, 2011, an agreement was executed between C/CAG and the Santa Clara County Transportation Authority (VTA) for development and use of the new C/CAG Travel Forecasting Model, which was developed by VTA as an outgrowth of a bi-county travel simulation and forecast model prepared for use in the Multi-Modal Corridor Study.

The SMCTA, Samtrans, and the JPB all depend on C/CAG's travel model to inform their own transportation studies and plans. Each has agreed to share the cost of the new C/CAG model with C/CAG.

#### **ATTACHMENTS**

- Memorandum of Understanding between the San Mateo County Transportation Authority and the City/County Association of Governments of San Mateo County Regarding Use of the Transportation Forecasting Model Developed by The Santa Clara Valley Transportation Authority
- Resolution 11-59
- Memorandum of Understanding between the San Mateo County Transit District and the City/County Association of Governments of San Mateo County Regarding Use of the Transportation Forecasting Model Developed by The Santa Clara Valley Transportation Authority
- Resolution 11-60
- Memorandum of Understanding between the Peninsula Corridor Joint Powers Board and the City/County Association of Governments of San Mateo County Regarding Use of the Transportation Forecasting Model Developed by The Santa Clara Valley Transportation Authority
- Resolution 11-61

## **RESOLUTION 11-59**

**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 MEMORANDUM OF UNDERSTANDING WITH SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) TO SUPPORT THE C/CAG TRAVEL FORECASTING MODEL IN AN AMOUNT NOT TO EXCEED \$50,000 FOR A ONE-TIME LICENSE FEE AND SET-UP COSTS FOR FY 2011/12 AND AN ANNUAL MAINTENANCE AND UPDATE FEE OF \$6,250 FOR FY 2011/12, FY 2012/13 AND FY 2013/14.**

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

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

**WHEREAS**, the California Government Code requires Congestion Management Agencies to develop and maintain a computerized Travel Demand Forecasting Model; and

**WHEREAS**, C/CAG has determined that its current travel demand forecast model should be overhauled or replaced; and

**WHEREAS**, C/CAG has decide to use the Santa Clara Valley Transportation Authority (VTA) model for San Mateo County travel demand forecasting by obtaining copies of license as well as on-going modeling services from VTA; and

**WHEREAS**, SMCTA has agreed to share the cost of licensing, maintaining, and updating the C/CAG travel demand forecast model in the amount of \$50,000 toward a one-time Model License Fee of \$200,000 and \$6,250 in each of three years toward an annual travel model maintenance and update fee of \$25,000.

**WHEREAS**, C/CAG has agreed to use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of the SMCTA.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute a Memorandum of Understanding with the SMCTA for sharing the cost of travel demand forecasting model license and maintenance as well as update services for a three-year term in the amount of \$50,000 toward the Model License fee and set-up costs and \$6,250 annually for a period of three years toward travel forecast model maintenance and update costs. C/CAG authorizes use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of the SMCTA. The C/CAG Chair is authorized to execute this Memorandum of Understanding with SCMTA.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

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*Bob Grassili, Chair*





**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN MATEO COUNTY TRANSPORTATION AUTHORITY  
AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
REGARDING USE OF THE TRANSPORTATION FORECASTING MODEL DEVELOPED BY  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between the San Mateo County Transportation Authority ("TA") and the City/County Association of Governments of San Mateo County ("C/CAG") (each a "Party" and collectively the "Parties").

**WHEREAS**, the Santa Clara Valley Transportation Authority ("VTA") developed a transportation forecasting model ("VTA Model"); and

**WHEREAS**, on March 18, 2011, C/CAG and VTA entered into an agreement by which C/CAG licensed the VTA Model on behalf of both itself and the TA ("VTA Agreement"); and

**WHEREAS**, C/CAG and TA hereby wish to clarify the duties and obligations of each Party as to the VTA Model.

**NOW, THEREFORE, BE IT RESOLVED** that the Parties agree as follows:

1. Authorized Users. The VTA Agreement explicitly names as authorized users of the VTA Model C/CAG, the Peninsula Corridor Joint Powers Board ("JPB"), the San Mateo County Transit District ("SamTrans"), and the TA. All four agencies intend on using the VTA Model to assist with the analysis of travel demand forecasting in San Mateo County.
2. Term. The VTA Agreement calls for perpetual licensing of the VTA Model, along with an initial three (3) year maintenance and support term. After three (3) years, C/CAG may procure additional maintenance and support services from VTA on a yearly basis. Before it does so, C/CAG and the TA agree to meet and confer to determine cooperatively whether such services are required.
3. License Fee. Pursuant to the VTA Agreement, C/CAG will pay VTA a one-time license and set up fee of \$200,000. This amount will be split four ways, with equal shares being paid by C/CAG, the JPB, SamTrans and the TA. Within thirty (30) days of the signing of this MOU, C/CAG may invoice the TA, and the TA shall promptly pay, its share of the license fee in the amount of \$50,000. The TA's payment of this amount shall be included in the funding authorized pursuant to the September 23, 2010 funding agreement between the TA and C/CAG whereby the TA agreed to reimburse C/CAG up to \$150,000 for services related to the development, enhancement, and maintenance of a countywide travel demand forecasting model. This agreement does not authorize funding beyond that \$150,000 cap.
4. Yearly Fee. Pursuant to the VTA Agreement, C/CAG will also pay the VTA a yearly fee of \$25,000 for routine updates of the VTA Model for a period of three (3) years. This amount will also be split equally four ways among the above-named agencies. C/CAG may include the first year's share of \$6,250 in the invoice for the one-time license and set up fee

described in the paragraph above. Thereafter, on the first and second anniversary of this Agreement, C/CAG may invoice the TA, and the TA shall promptly pay, an additional \$6,250 each year. The TA's payment of this amount shall also be included in the funding authorized pursuant to the September 23, 2010 funding agreement between the TA and C/CAG.

5. Consultants. The TA does not require a copy of the VTA Model. Rather, C/CAG has hired three firms: (1) Dowling Associates, (2), Cambridge Systematics, and (3) AECOM, as well as the VTA itself, any one of which may serve as a consultant ("Consultant") to assist with the use of the VTA Model, and C/CAG authorizes the TA to make arrangements directly with the Consultants for modeling services utilizing the VTA Model as follows:

A. The TA will meet and confer directly with Consultant staff to develop a work order for a particular use of the VTA Model. The work order will describe all communication protocols, turnaround time, Consultant charges, assumptions for a particular model run, output/report requirements, and all other information necessary to provide the Consultant's services in performing a particular model run using the VTA Model.

B. Upon completion of the final model run as set forth in a particular work order, and provision by Consultant and acceptance by the TA of the final report contemplated by a work order, the Consultant may invoice the TA for the amount owed pursuant to the work order. At the TA's discretion progress payments on long duration work orders is an option.

C. The TA shall be the sole owner of all work product produced by Consultant pursuant to a work order. Any copyrightable work created by Consultant pursuant to a work order shall be deemed a "work made for hire" for purposes of copyright law.

D. C/CAG shall require Consultant to be appropriately insured and that all Consultant insurance policies that name C/CAG as an additional insured shall also name the TA as an additional insured. C/CAG shall provide the TA with a copy of a certificate evidencing Consultant's insurance coverages. C/CAG and the TA agree to meet and confer in the event that the TA deems such coverages insufficient.

6. Intellectual Property. The VTA model consists of scripts written in TP+/Cube. C/CAG acknowledges that if it runs the VTA model, it must purchase or otherwise acquire from Citilabs the right to use the correct version of TP+/Cube or related software. C/CAG has no knowledge of any violation of any third party's intellectual property rights.

7. Public Records Act. To the maximum extent permitted by the California Public Records Act, all data, and all communications between and among the TA, C/CAG, and the Consultant regarding the TA's use of the VTA Model shall be confidential. In the event that C/CAG receives a request for disclosure of any such information, it shall not produce any information without first meeting with the TA to discuss the appropriate response to the request and to consider any legal basis that may exist for non-disclosure of any requested data or communications.

8. Indemnity. C/CAG agrees to indemnify, keep and save harmless the TA and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of C/CAG or the Consultant or their employees, subcontractors or agents; or

B. Any allegation that the TA's use of the VTA Model, or any associated software necessary for the TA's use of the VTA Model, infringes or violates any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

C/CAG further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the TA or any of the other individuals enumerated above in any such action, C/CAG shall, at its expense, satisfy and discharge the same.

The TA agrees to indemnify, keep and save harmless C/CAG and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of the TA or its employees, subcontractors or agents.

The TA further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against C/CAG or any of the other individuals enumerated above in any such action, the TA shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement.

9. Contacts. For purposes of day-to-day communication on this project, the contact person for the TA is Hilda Lafebre. The contact person for C/CAG is Sandy Wong.

10. Termination. The TA may terminate this agreement at any time for any reason. In the event that the TA terminates the agreement while a work order with the Consultant is pending, the TA may be liable for the reasonable cost of the Consultant to effect the termination.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the Effective Date first set forth above.

**C/CAG, City/County Association of Governments**

\_\_\_\_\_  
By: Bob Grassili  
Chair

\_\_\_\_\_  
Date

Approved As to Form:

\_\_\_\_\_  
Attorney for C/CAG

**San Mateo County Transportation Authority**

\_\_\_\_\_  
By: Michael Scanlon  
Its: Executive Director

\_\_\_\_\_  
Date

Approved As to Form

\_\_\_\_\_  
Attorney for the TA

## **RESOLUTION 11-60**

**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 MEMORANDUM OF UNDERSTANDING WITH SAN MATEO COUNTY TRANSIT DISTRICT (SAM TRANS) TO SUPPORT THE C/CAG TRAVEL FORECASTING MODEL IN AN AMOUNT NOT TO EXCEED \$50,000 FOR A ONE-TIME LICENSE FEE AND SET-UP COSTS FOR FY 2011/12 AND AN ANNUAL MAINTENANCE AND UPDATE FEE OF \$6,250 FOR FY 2011/12, FY 2012/13 AND FY 2013/14.**

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

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

**WHEREAS**, the California Government Code requires Congestion Management Agencies to develop and maintain a computerized Travel Demand Forecasting Model; and

**WHEREAS**, C/CAG has determined that its current travel demand forecast model should be overhauled or replaced; and

**WHEREAS**, C/CAG has decide to use the Santa Clara Valley Transportation Authority (VTA) model for San Mateo County travel demand forecasting by obtaining copies of license as well as on-going modeling services from VTA; and

**WHEREAS**, Sam Trans has agreed to share the cost of licensing, maintaining, and updating the C/CAG travel demand forecast model in the amount of \$50,000 toward a one-time Model License Fee of \$200,000 and \$6,250 in each of three years toward an annual travel model maintenance and update fee of \$25,000.

**WHEREAS**, C/CAG has agreed to use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of Sam Trans.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute a Memorandum of Understanding with the SamTrans for sharing the cost of travel demand forecasting model license and maintenance as well as update services for a three-year term in the amount of \$50,000 toward the Model License fee and set-up costs and \$6,250 annually for a period of three years toward travel forecast model maintenance and update costs. C/CAG authorizes use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of SamTrans. The C/CAG Chair is authorized to execute this Memorandum of Understanding with SamTrans.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

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*Bob Grassili, Chair*



**MEMORANDUM OF UNDERSTANDING  
BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT  
AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
REGARDING USE OF THE TRANSPORTATION FORECASTING MODEL DEVELOPED BY  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between the San Mateo County Transit District ("SamTrans") and the City/County Association of Governments of San Mateo County ("C/CAG") (each a "Party" and collectively the "Parties").

**WHEREAS**, the Santa Clara Valley Transportation Authority ("VTA") developed a transportation forecasting model ("VTA Model"); and

**WHEREAS**, on March 18, 2011, C/CAG and VTA entered into an agreement by which C/CAG licensed the VTA Model on behalf of both itself and SamTrans ("VTA Agreement"); and

**WHEREAS**, C/CAG and SamTrans hereby wish to clarify the duties and obligations of each Party as to the VTA Model.

**NOW, THEREFORE, BE IT RESOLVED** that the Parties agree as follows:

1. Authorized Users. The VTA Agreement explicitly names as authorized users of the VTA Model C/CAG, the San Mateo County Transportation Authority ("TA"), the Peninsula Corridor Joint Powers Board ("JPB"), and SamTrans. All four agencies intend on using the VTA Model to assist with the analysis of travel demand forecasting in San Mateo County.
2. Term. The VTA Agreement calls for perpetual licensing of the VTA Model, along with an initial three (3) year maintenance and support term. After three (3) years, C/CAG may procure additional maintenance and support services from VTA on a yearly basis. Before it does so, C/CAG and SamTrans agree to meet and confer to determine cooperatively whether such services are required.
3. License Fee. Pursuant to the VTA Agreement, C/CAG will pay VTA a one-time license and set up fee of \$200,000. This amount will be split four ways, with equal shares being paid by C/CAG, SamTrans, the JPB, and the TA. Within thirty (30) days of the signing of this MOU, C/CAG may invoice SamTrans, and SamTrans shall promptly pay, its share of the license fee in the amount of \$50,000.
4. Yearly Fee. Pursuant to the VTA Agreement, C/CAG will also pay the VTA a yearly fee of \$25,000 for routine updates of the VTA Model for a period of three (3) years. This amount will also be split equally four ways among the above-named agencies. C/CAG may include the first year's share of \$6,250 in the invoice for the one-time license and set up fee described in the paragraph above. Thereafter, on the first and second anniversary of this Agreement, C/CAG may invoice SamTrans, and SamTrans shall promptly pay, an additional \$6,250 each year.



5. Consultants. SamTrans does not require a copy of the VTA Model. Rather, C/CAG has hired three firms: (1) Dowling Associates, (2), Cambridge Systematics, and (3) AECOM, as well as the VTA itself, any one of which may serve as a consultant ("Consultant") to assist with the use of the VTA Model, and C/CAG authorizes SamTrans to make arrangements directly with the Consultant for modeling services utilizing the VTA Model as follows:

A. SamTrans will meet and confer directly with Consultant staff to develop a work order for a particular use of the VTA Model. The work order will describe all communication protocols, turnaround time, Consultant charges, assumptions for a particular model run, output/report requirements, and all other information necessary to provide the Consultant's services in performing a particular model run using the VTA Model.

B. Upon completion of the final model run as set forth in a particular work order, and provision by Consultant and acceptance by SamTrans of the final report contemplated by a work order, the Consultant may invoice SamTrans for the amount owed pursuant to the work order. At SamTrans' discretion progress payments on long duration work orders is an option.

C. SamTrans shall be the sole owner of all work product produced by Consultant pursuant to a work order. Any copyrightable work created by Consultant pursuant to a work order shall be deemed a "work made for hire" for purposes of copyright law.

D. C/CAG shall require Consultant to be appropriately insured and that all Consultant insurance policies that name C/CAG as an additional insured shall also name SamTrans as an additional insured. C/CAG shall provide SamTrans with a copy of a certificate evidencing Consultant's insurance coverages. C/CAG and SamTrans agree to meet and confer in the event that SamTrans deems such coverages insufficient.

6. Intellectual Property. The VTA model consists of scripts written in TP+/Cube. C/CAG acknowledges that if it runs the VTA model, it must purchase or otherwise acquire from Citilabs the right to use the correct version of TP+/Cube or related software. C/CAG has no knowledge of any violation of any third party's intellectual property rights.

7. Public Records Act. To the maximum extent permitted by the California Public Records Act, all data, and all communications between and among SamTrans, C/CAG, and the Consultant regarding SamTrans' use of the VTA Model shall be confidential. In the event that C/CAG receives a request for disclosure of any such information, it shall not produce any information without first meeting with SamTrans to discuss the appropriate response to the request and to consider any legal basis that may exist for non-disclosure of any requested data or communications.

8. Indemnity. C/CAG agrees to indemnify, keep and save harmless SamTrans and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of C/CAG or the Consultant or their employees, subcontractors or agents; or

B. Any allegation that SamTrans' use of the VTA Model, or any associated software necessary for SamTrans' use of the VTA Model, infringes or violates any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

C/CAG further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against SamTrans or any of the other individuals enumerated above in any such action, C/CAG shall, at its expense, satisfy and discharge the same.

SamTrans agrees to indemnify, keep and save harmless C/CAG and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of SamTrans or its employees, subcontractors or agents.

SamTrans further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against C/CAG or any of the other individuals enumerated above in any such action, SamTrans shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement.

9. Contacts. For purposes of day-to-day communication on this project, the contact person for SamTrans is Hilda Lafebre. The contact person for C/CAG is Sandy Wong.

10. Termination. SamTrans may terminate this agreement at any time for any reason. In the event that SamTrans terminates the agreement while a work order with the Consultant is pending, SamTrans may be liable for the reasonable cost of the Consultant to effect the termination.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the Effective Date first set forth above.

**C/CAG, City/County Association of Governments**

\_\_\_\_\_  
By: Bob Grassili  
Chair

\_\_\_\_\_  
Date

Approved As to Form:

\_\_\_\_\_  
Attorney for C/CAG

**San Mateo County Transit District**

\_\_\_\_\_  
By: Michael Scanlon  
Its: General Manager/CEO

\_\_\_\_\_  
Date

Approved As to Form

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

**MEMORANDUM OF UNDERSTANDING  
BETWEEN PENINSULA CORRIDOR JOINT POWERS BOARD  
AND CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
REGARDING USE OF THE TRANSPORTATION FORECASTING MODEL DEVELOPED BY  
THE SANTA CLARA VALLEY TRANSPORTATION AUTHORITY**

This **MEMORANDUM OF UNDERSTANDING** ("MOU") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2011 ("Effective Date") by and between the Peninsula Corridor Joint Powers Board ("JPB") and the City/County Association of Governments of San Mateo County ("C/CAG") (each a "Party" and collectively the "Parties").

**WHEREAS**, the Santa Clara Valley Transportation Authority ("VTA") developed a transportation forecasting model ("VTA Model"); and

**WHEREAS**, on March 18, 2011, C/CAG and VTA entered into an agreement by which C/CAG licensed the VTA Model on behalf of both itself and the JPB ("VTA Agreement"); and

**WHEREAS**, C/CAG and the JPB hereby wish to clarify the duties and obligations of each Party as to the VTA Model.

**NOW, THEREFORE, BE IT RESOLVED** that the Parties agree as follows:

1. Authorized Users. The VTA Agreement explicitly names as authorized users of the VTA Model C/CAG, the San Mateo County Transportation Authority ("TA"), the San Mateo County Transit District ("SamTrans"), and the JPB. All four agencies intend on using the VTA Model to assist with the analysis of travel demand forecasting in San Mateo County.
2. Term. The VTA Agreement calls for perpetual licensing of the VTA Model, along with an initial three (3) year maintenance and support term. After three (3) years, C/CAG may procure additional maintenance and support services from VTA on a yearly basis. Before it does so, C/CAG and the JPB agree to meet and confer to determine cooperatively whether such services are required.
3. License Fee. Pursuant to the VTA Agreement, C/CAG will pay VTA a one-time license and set up fee of \$200,000. This amount will be split four ways, with equal shares being paid by C/CAG, the JPB, SamTrans and the TA. Within thirty (30) days of the signing of this MOU, C/CAG may invoice JPB, and JPB shall promptly pay, its share of the license fee in the amount of \$50,000.
4. Yearly Fee. Pursuant to the VTA Agreement, C/CAG will also pay the VTA a yearly fee of \$25,000 for routine updates of the VTA Model for a period of three (3) years. This amount will also be split equally four ways among the above-named agencies. C/CAG may include the first year's share of \$6,250 in the invoice for the one-time license and set up fee described in the paragraph above. Thereafter, on the first and second anniversary of this Agreement, C/CAG may invoice the JPB, and the JPB shall promptly pay, an additional \$6,250 each year.

5. Consultants. The JPB does not require a copy of the VTA Model. Rather, C/CAG has hired three firms: (1) Dowling Associates, (2), Cambridge Systematics, and (3) AECOM, as well as the VTA itself, any one of which may serve as a consultant ("Consultant") to assist with the use of the VTA Model, and C/CAG authorizes the JPB to make arrangements directly with the Consultant for modeling services utilizing the VTA Model as follows:

A. The JPB will meet and confer directly with Consultant staff to develop a work order for a particular use of the VTA Model. The work order will describe all communication protocols, turnaround time, Consultant charges, assumptions for a particular model run, output/report requirements, and all other information necessary to provide the Consultant's services in performing a particular model run using the VTA Model.

B. Upon completion of the final model run as set forth in a particular work order, and provision by Consultant and acceptance by the JPB of the final report contemplated by a work order, the Consultant may invoice the JPB for the amount owed pursuant to the work order. At the JPB's discretion progress payments on long duration work orders is an option.

C. The JPB shall be the sole owner of all work product produced by Consultant pursuant to a work order. Any copyrightable work created by Consultant pursuant to a work order shall be deemed a "work made for hire" for purposes of copyright law.

D. C/CAG shall require Consultant to be appropriately insured and that all Consultant insurance policies that name C/CAG as an additional insured shall also name the JPB as an additional insured. C/CAG shall provide the JPB with a copy of a certificate evidencing Consultant's insurance coverages. C/CAG and the JPB agree to meet and confer in the event that the JPB deems such coverages insufficient.

6. Intellectual Property. The VTA model consists of scripts written in TP+/Cube. C/CAG acknowledges that if it runs the VTA model, it must purchase or otherwise acquire from Citilabs the right to use the correct version of TP+/Cube or related software. C/CAG has no knowledge of any violation of any third party's intellectual property rights.

7. Public Records Act. To the maximum extent permitted by the California Public Records Act, all data, and all communications between and among the JPB, C/CAG, and the Consultant regarding the JPB's use of the VTA Model shall be confidential. In the event that C/CAG receives a request for disclosure of any such information, it shall not produce any information without first meeting with the JPB to discuss the appropriate response to the request and to consider any legal basis that may exist for non-disclosure of any requested data or communications.

8. Indemnity. C/CAG agrees to indemnify, keep and save harmless the JPB and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any of the following:

A. Any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of C/CAG or the Consultant or their employees, subcontractors or agents; or

B. Any allegation that the JPB's use of the VTA Model, or any associated software necessary for the JPB's use of the VTA Model, infringes or violates any copyright, trademark, patent, trade secret, or any other intellectual property or proprietary right of any third party.

C/CAG further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against the JPB or any of the other individuals enumerated above in any such action, C/CAG shall, at its expense, satisfy and discharge the same.

The JPB agrees to indemnify, keep and save harmless C/CAG and its directors, officers, agents and employees against any and all suits, claims or actions arising out of any injury to persons or property, including death, that may occur, or that may be alleged to have occurred, arising from the performance of this Agreement to the extent caused by a negligent act or omission or willful misconduct of the JPB or its employees, subcontractors or agents.

The JPB further agrees to defend any and all such actions, suits or claims and pay all charges of attorneys and all other costs and expenses of defense as they are incurred. If any judgment is rendered against C/CAG or any of the other individuals enumerated above in any such action, the JPB shall, at its expense, satisfy and discharge the same.

This indemnification shall survive termination or expiration of the Agreement.

9. Contacts. For purposes of day-to-day communication on this project, the contact person for the JPB is Hilda Lafebre. The contact person for C/CAG is Sandy Wong.

10. Termination. The JPB may terminate this agreement at any time for any reason. In the event that JPB terminates the agreement while a work order with the Consultant is pending, the JPB may be liable for the reasonable cost of the Consultant to effect the termination.

**IN WITNESS WHEREOF**, the Parties have executed this MOU as of the Effective Date first set forth above.

**C/CAG, City/County Association of Governments**

\_\_\_\_\_  
By: Bob Grassili  
Chair

\_\_\_\_\_  
Date

Approved As to Form:

\_\_\_\_\_  
Attorney for C/CAG

**Peninsula Corridor Joint Powers Board**

\_\_\_\_\_  
By: Michael Scanlon  
Its: Executive Director

\_\_\_\_\_  
Date

Approved As to Form

\_\_\_\_\_  
Attorney for the JPB

## **RESOLUTION 11-61**

**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 MEMORANDUM OF UNDERSTANDING WITH THE PENINSULA CORRIDOR JOINT POWERS BOARD (JPB) TO SUPPORT THE C/CAG TRAVEL FORECASTING MODEL IN AN AMOUNT NOT TO EXCEED \$50,000 FOR A ONE-TIME LICENSE FEE AND SET-UP COSTS FOR FY 2011/12 AND AN ANNUAL MAINTENANCE AND UPDATE FEE OF \$6,250 FOR FY 2011/12, FY 2012/13 AND FY 2013/14.**

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

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

**WHEREAS**, the California Government Code requires Congestion Management Agencies to develop and maintain a computerized Travel Demand Forecasting Model; and

**WHEREAS**, C/CAG has determined that its current travel demand forecast model should be overhauled or replaced; and

**WHEREAS**, C/CAG has decide to use the Santa Clara Valley Transportation Authority (VTA) model for San Mateo County travel demand forecasting by obtaining copies of license as well as on-going modeling services from VTA; and

**WHEREAS**, Sam Trans has agreed to share the cost of licensing, maintaining, and updating the C/CAG travel demand forecast model in the amount of \$50,000 toward a one-time Model License Fee of \$200,000 and \$6,250 in each of three years toward an annual travel model maintenance and update fee of \$25,000.

**WHEREAS**, C/CAG has agreed to use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of the JPB.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute a Memorandum of Understanding with the JPB for sharing the cost of travel demand forecasting model license and maintenance as well as update services for a three-year term in the amount of \$50,000 toward the Model License fee and set-up costs and \$6,250 annually for a period of three years toward travel forecast model maintenance and update costs. C/CAG authorizes use of the C/CAG Travel Demand Forecasting Model by C/CAG's on-call travel model consultants at the request and in support of the JPB. The C/CAG Chair is authorized to execute this Memorandum of Understanding with the JPB.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

---

*Bob Grassili, Chair*





# C/CAG AGENDA REPORT

**Date:** October 13, 2011  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director - C/CAG  
**Subject:** Review and approval of co-sponsorship of Joint Venture Silicon Valley, "The Index of Silicon Valley", with a cost of \$10,000

(For further information or questions contact Richard Napier at 599-1420)

---

## RECOMMENDATION:

Review and approval of co-sponsorship of Joint Venture Silicon Valley, "The Silicon Valley Index", with a cost of \$10,000.

## FISCAL IMPACT:

\$10,000

## SOURCE OF FUNDS:

San Mateo Congestion Relief Funds. Funds available in the adopted budget.

## BACKGROUND/DISCUSSION:

Annually Joint Venture Silicon Valley does an Index of Silicon Valley. This document is regionally and nationally respected. The definition of Silicon Valley includes all of San Mateo County and Santa Clara counties and parts of Alameda and Santa Cruz counties. Many cities in San Mateo County and the County support this effort. The Index includes the following measures that are of interest to C/CAG: Environment, Transportation, Land Use, Housing, and Climate Action. The data provided in the Index of Silicon Valley may be useful in future C/CAG studies and analysis. Therefore, given the quality and usefulness of the Index of Silicon Valley, C/CAG staff recommends that the C/CAG Board co-sponsor the Index of Silicon Valley including cost support of \$10,000.

## ATTACHMENTS:

Excerpts of the Index of Silicon Valley

## ALTERNATIVES:

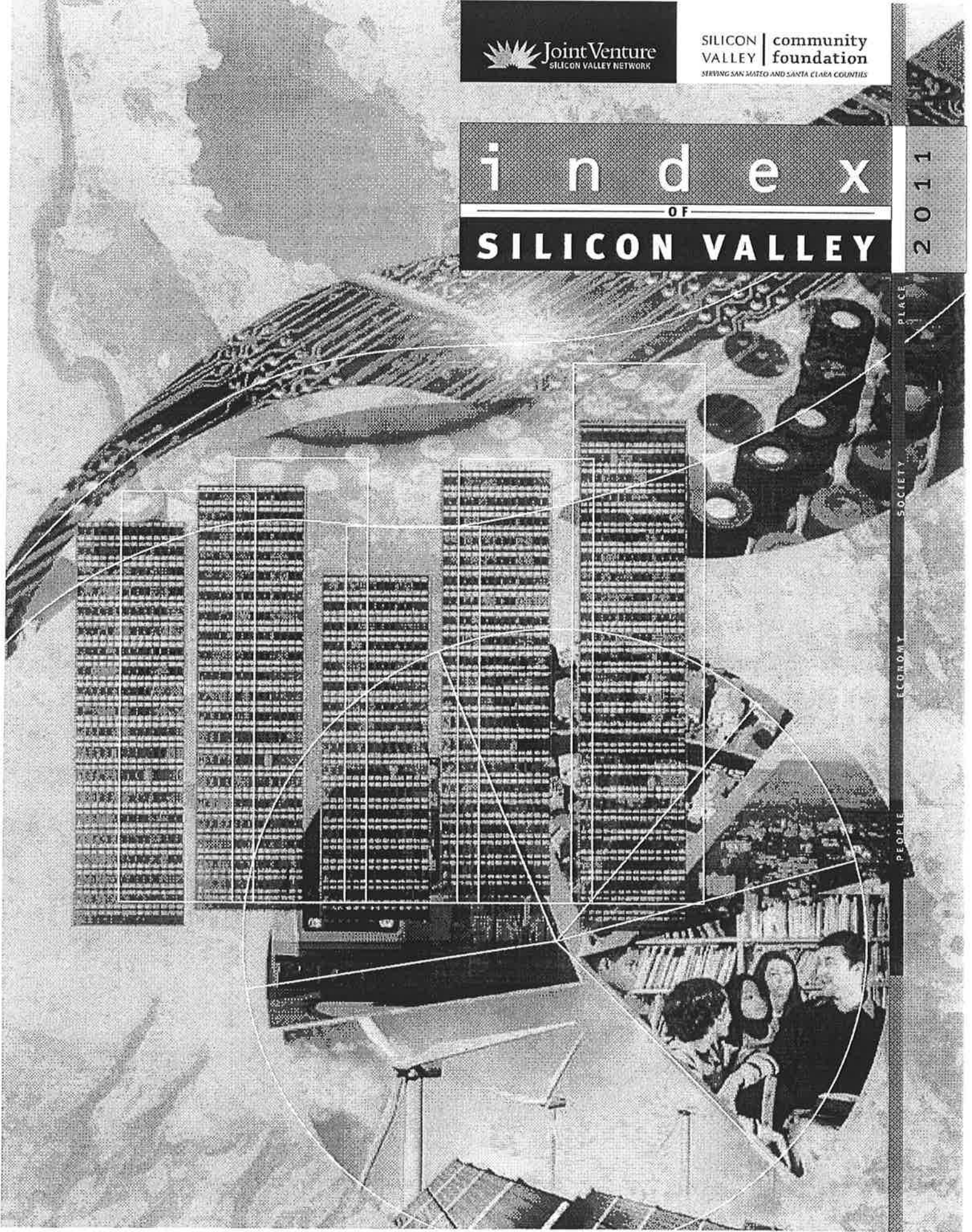
- 1- Review and approval of co-sponsorship of Joint Venture Silicon Valley, "The Silicon Valley Index", with a cost of \$10,000 in accordance with the Staff recommendation.
- 2- Review and approval of co-sponsorship of Joint Venture Silicon Valley, "The Silicon Valley Index", with a cost of \$10,000 in accordance with the Staff recommendation with modifications.
- 3- No action.

**ITEM 5.6**



i n d e x  
OF  
SILICON VALLEY

2011



PLACE  
SOCIETY  
ECONOMY  
PEOPLE

## ABOUT THE 2011 SILICON VALLEY INDEX

Dear Friends:

Two years after the start of the Great Recession, Silicon Valley is beginning to show some signs of economic recovery. We are seeing small gains in private sector employment as well as modest improvements in income. And yet we remain a region at risk.

This year's Index also shows that gains in private sector employment are being offset by job losses in the public sector, and we can only expect that trend to continue.

The Special Analysis carefully examines the crisis facing local government and the problems are serious: city and county revenues, long under stress, have plummeted during the recession, and public services are being severely strained. The analysis documents underlying structural issues at the state and local level that have created these problems—problems that were masked during boom years but have now reached a crisis point.

As a region, we have a choice. We can continue on our present course, in which modest improvements in the economy will not be enough to shore up the public sector, resulting in the loss of public services we currently take for granted. Or we can take steps to address the public sector financial crisis and find ways to keep investing in the education systems, infrastructure, health and safety, and community development that are essential to a healthy economy and our quality of life.

If we fail, we risk a dangerous downward spiral in which a declining public sector leads to sharper declines in employment, which in turn creates an additional drag on our economic recovery.

Most of the things we care most deeply about – the education of our children, the health and safety of our families and the creation of great places to live – depend on effective government. It is clear that our institutions of local government are at a critical juncture. It is also clear that we must work together to make difficult choices and at the same time explore new efficiencies and operating models responsive to the realities of the 21st century.

Joint Venture and Silicon Valley Community Foundation are dedicated to improving the future of our region. This report provides the facts that can help us grapple with our choices and act on our priorities. We're pleased to provide this crucial information and anxious to move forward.

Sincerely,



Russell Hancock, Ph.D.  
President & Chief Executive Officer  
Joint Venture: Silicon Valley Network



Emmett D. Carson, Ph.D.  
CEO & President  
Silicon Valley Community Foundation



SILICON | community  
VALLEY | foundation  
SERVING SAN MATEO AND SANTA CLARA COUNTIES

# THE SILICON VALLEY REGION

**Area:** 1,854 square miles

**Population:** 3 million

**Jobs:** 1,305,33

**Average Annual Earnings:** \$78,978

**Foreign Immigration:** +13,129

**Domestic Migration:** -8,865

**Adult educational attainment:**

13% Less than High School

17% High School Graduate

26% Some College

25% Bachelor's Degree

19% Graduate or Professional Degree

**Age distribution:**

14% 0-9 years old

12% 10-19

37% 20-44

25% 45-64

12% 65 and older

**Ethnic composition:**

39% White, non-Hispanic

29% Asian, non-Hispanic

26% Hispanic

2.5% Black, non-Hispanic

<4% Multiple and Other

**Foreign Born: 35%**

**Origin:**

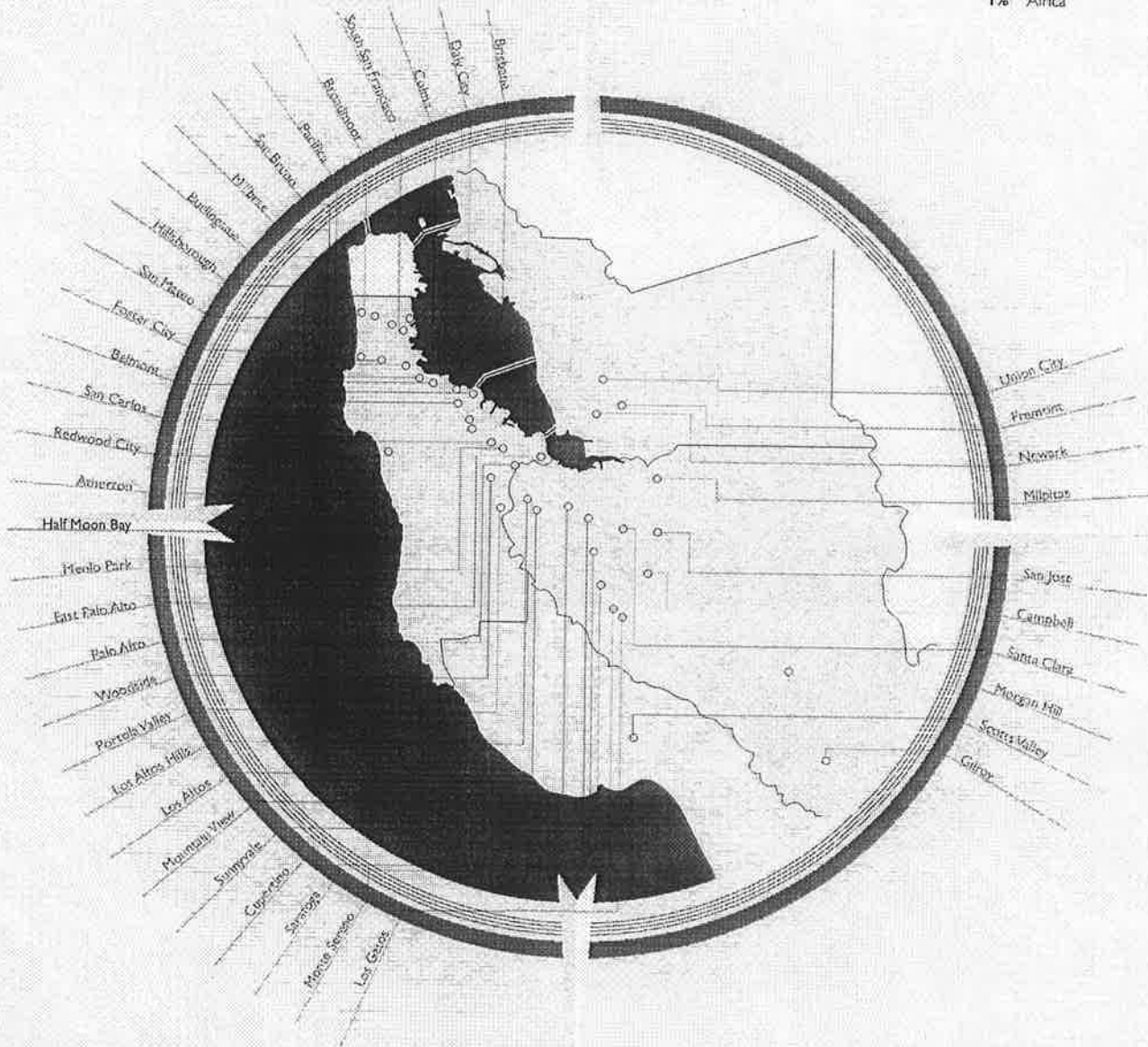
58% Asia

32% Americas

8% Europe

1% Oceania

1% Africa



The geographical boundaries of Silicon Valley vary. The region's core has been defined as Santa Clara County plus adjacent parts of San Mateo, Alameda and Santa Cruz Counties. In order to reflect the geographic expansion of the region's driving industries and employment, the 2011 Index includes all of San Mateo County. Silicon Valley is defined as the following cities:

**Santa Clara County (all)**

Campbell; Cupertino, Gilroy, Los Altos, Los Altos Hills, Los Gatos, Milpitas, Monte Sereno, Morgan Hill, Mountain View, Palo Alto, San Jose, Santa Clara, Saratoga, Sunnyvale

**Alameda County**

Fremont, Newark, Union City

**San Mateo County (all)**

Atherton, Belmont, Brisbane, Broadmoor, 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, South San Francisco, Woodside

**Santa Cruz County**

Scotts Valley

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**E. Chris Wilder**  
Valley Medical Center Foundation

**Linda Williams**  
Planned Parenthood Mar Monte

## Prepared By:

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Tiffany Fumell  
Gabrielle Halter  
Ans Harutyunyan  
Amy Kishimura  
Kim Held  
Heidi Young

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### **PEOPLE**

*Silicon Valley's population growth is slowing, and educational attainment is improving unevenly across racial and ethnic groups.*

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### **ECONOMY**

*Employment in the region is picking up ahead of the rest of the country, and key measures for innovation activity such as patenting and venture capital were up in 2010.*

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### **SOCIETY**

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# 2011 INDEX HIGHLIGHTS

The 2011 Index of Silicon Valley reveals initial signs of recovery in our innovation economy; however, the evidence is clear that our community is still suffering the severe blows of the economic downturn as incomes stagnate, health and educational outcomes decline, and the need for public services grows. Further, as examined in the Special Analysis, Silicon Valley's communities are facing formidable challenges as local public revenues drop and expenditures rapidly rise.

**Without a doubt, Silicon Valley suffered a major blow in the recent economic downturn; however, there are positive signs that some of the key drivers of our innovation economy are back. Private employment is picking up while public employment is declining (see Special Analysis).**

- Employment gains were posted in December 2010 for the region's residents. From December 2009 to 2010, the total number of employed residents increased by 12,300, bringing employment to levels similar to 2004.
- Venture capital investment increased five percent in 2010. Remaining strong in Industry/Energy, Biotechnology and Medical Devices, funding increased 55 percent in IT Services and 196 percent in Telecom over 2009 figures. Cleantech VC investment exceeded \$1.5 billion in 2010, increasing eleven percent from 2009.
- Patent registrations increased nine percent in the region in 2009 over the prior year, and nationally, activity picked up six percent.
- In a possible sign of approaching recovery, following annual increases of three percent in the preceding two years, commercial vacancy rates across all commercial space sectors increased by only 0.5 percent from 2009 to 2010.

**Regional income losses of the last two years slowed as incomes stabilized in 2010.**

- Although creeping into positive territory overall for the first time in three years, losses in real per capita income have been felt across all educational levels and all ethnic groups since 2005. Of all groups, Hispanics reported the lowest per capita income and the largest percentage drop of 7.5 percent from 2007 to 2009.
- Since the beginning of the current economic downturn, participation in food stamp programs increased 59 percent in Silicon Valley and 56 percent in California between 2007 and 2010.

**Entrepreneurship is underway as new firm openings jump in number and the market for initial public offerings returns to life; however, businesses are still struggling for financing.**

- New firm openings increased by 48 percent from 2008 to 2009 resulting in 20,200 net new business establishments.
- Globally, initial public offerings (IPOs) have increased dramatically. In the U.S. market, the number of IPOs increased from 64 to 154 in 2010, and of that group, Silicon Valley's share edged up from one pricing in 2009 to eleven in 2010. The region accounted for two percent of the IPO pricings in 2009 and seven percent in 2010.
- From 2007 to 2009, the total value of small business loans in Silicon Valley dropped from \$3.8 billion in 2007 to \$2 billion in 2009. Over the long term (1996 to 2009) the number of small business loans more than tripled in Silicon Valley and nearly doubled in the nation.

**Important for sustaining the region's innovation system and building global connections, Silicon Valley continues to attract global science and engineering talent to the broader region's universities.**

- While undergraduate degrees conferred to foreign students in S&E disciplines have declined since 2003, graduate degrees edged up by two percent in 2008 and held steady in 2009. As of 2009, foreign students represented 35 percent of all graduate degrees conferred in S&E disciplines in the broader region.
- Although slowing over the past two years, Silicon Valley's population growth is driven by foreign immigration.

## **Attracting talent from abroad is important for our region, but it is even more essential to ensure that we are preparing our own youth for economic success in the global economy. The region is reflecting troubling signs on this point.**

- Total enrollment in the UC/CSU systems increased by less than one percent from 2008 to 2009. Relative to 1998 levels, enrollment in the UC/CSU systems increased 63 percent for foreign students and 26 percent for domestic students.
- The percentage of full-time freshmen who received financial aid to attend a university in or near Silicon Valley continues to remain below the state and national average, but increased from 2006-07 levels.
- Silicon Valley high school graduation rates improved one percent over the previous year to 87 percent, while statewide graduation rates fell two percent.
- Up from 52 percent the year before, of all Silicon Valley eighth graders tested in 2010, 55 percent scored proficient or higher on the CST Algebra I Test.

## **Signs of declining health outcomes are appearing for the region's residents.**

- Although Silicon Valley residents are more likely to have health insurance than California residents overall, the percent of residents with no health coverage leapt by four percent across the board from 2007 to 2009. In the region, the uninsured increased from 14 percent to 18 percent of all residents, and statewide, the jump was from 20 percent to 24 percent.
- While the percentage of the region's adult population classified as obese fell two points, the share reported as overweight increased five percent from 2005 to 2007.

## **Silicon Valley residents are changing their habits and improving environmental outcomes.**

- Even as gas prices fell 23 percent since 2008, Silicon Valley residents drove fewer miles than the prior year and consumed less fuel per capita than the rest of Californians. Since 2004, alternative fuel vehicles in the region have increased seven fold.
- Silicon Valley commuters continue to take up alternatives to driving alone. From 2003 to 2009, the percentage of commuters who carpooled, worked at home, walked or used other means of getting to work, such as a bicycle, each increased over the period.
- Although electricity consumption per capita is 13 percent higher in Silicon Valley than in the rest of the state, consumption in the region has been decreasing at a faster rate.
- Total added solar capacity reported by the California Solar Initiative increased by 18 percent in the past year. Permitting time required for solar installations has improved. Twenty-nine percent of Silicon Valley cities surveyed reported permitting times of a day or less for solar installations.
- Silicon Valley reduced waste disposal per capita by five percent from 2007 to 2008. While the region has made greater progress over the long term, California achieved reductions of eleven percent from 2007 to 2008.

## **The region is revealing evidence of back-sliding on progress made toward denser, transit-oriented development. Part of this can be explained by the overall slowdown in construction in the region.**

- For the five-year period between 2005 and 2009, residential density stabilized above 20 units per acre. In the most recent year, residential density dropped from roughly 21 units per acre to about 16 units per acre.
- Exceeding 50 percent the past four years, the percentage of approved housing development within walking distance of mass transit dropped from 62 percent in 2009 to 53 percent in 2010.
- The lack of progress in housing density is in part explained by the continued housing crisis and overall lack of construction activity. The number of home sales in Silicon Valley plummeted 52 percent from 2009 to 2010. After tumbling in 2008, the average sale price remained essentially unmoved from 2009 to 2010.

# THE 2011 INDEX

## AT A GLANCE

### WHAT IS THE INDEX?

The Silicon Valley Index has been telling the Silicon Valley story since 1995. Released early every year, the indicators measure the strength of our economy and the health of our community—highlighting challenges and providing an analytical foundation for leadership and decision-making.

### WHAT IS AN INDICATOR?

Indicators are measurements that tell us how we are doing, whether we are going up or down, going forward or backward, getting better or worse, or staying the same.

### Good indicators:

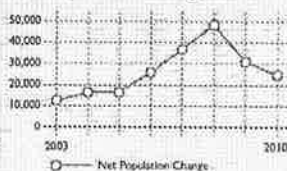
- are bellwethers that reflect fundamentals of long-term regional health;
- reflect the interests and concerns of the community;
- are statistically measurable on a frequent basis; and
- measure outcomes, rather than inputs.

Appendix A provides detail on data sources for each indicator

## PEOPLE

Silicon Valley's population growth is slowing, and educational attainment is improving unevenly across racial and ethnic groups.

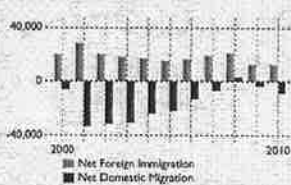
### Net Population Change



### Percent Change between 2009 and 2010

|                |        |   |
|----------------|--------|---|
| Silicon Valley | +0.94% | ▲ |
| California     | +0.91% | ▲ |

### Net Migration Flows

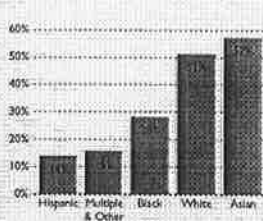


### Population Change between 2009 and 2010

|                         |       |   |
|-------------------------|-------|---|
| Net Foreign Immigration | +3%   | ▲ |
| Net Domestic Migration  | +137% | ▲ |

### Educational Attainment

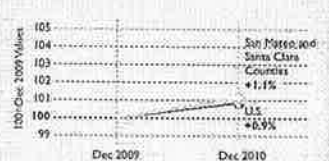
Percentage of Adults with a Bachelor's Degree or Higher, by Ethnicity 2009



## ECONOMY

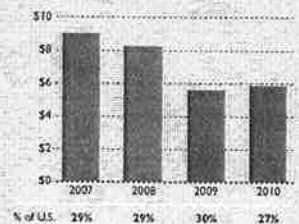
Employment in the region is picking up ahead of the rest of the country, and key measures for innovation activity such as patenting and venture capital were up in 2010.

### Change in Jobs Relative to December 2009

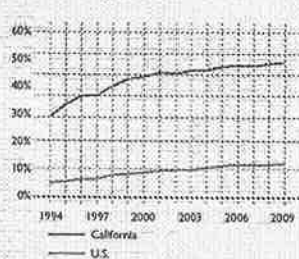


### Venture Capital Investment

Silicon Valley - Billions of Dollars Invested



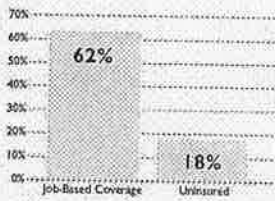
### Silicon Valley's Percentage of U.S. and California Patents Registration



Educational and health outcomes continue to suffer increasing strain.

### Uninsured Population

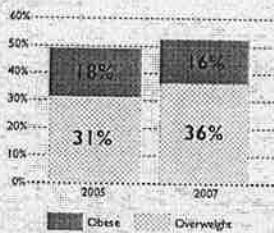
San Mateo and Santa Clara Counties, 2009



### Uninsured Population

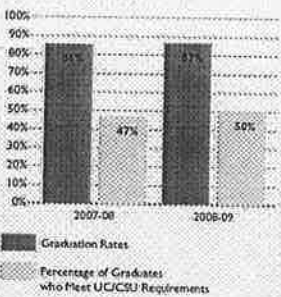
|    | 2007 | 2009 |
|----|------|------|
| SV | 14%  | 18%  |
| CA | 20%  | 24%  |

### Adult Obesity



### High School Graduation

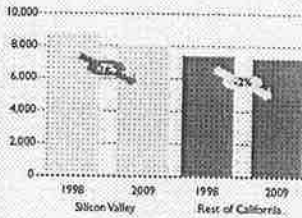
Silicon Valley High Schools



Progress is being made in improving environmental sustainability. The housing market is still suffering, but with vacancy rates slowing the market for commercial space reveals initial signs of recovery.

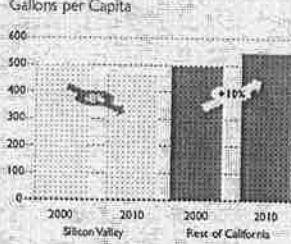
### Electricity Consumption per Capita

kWh per person



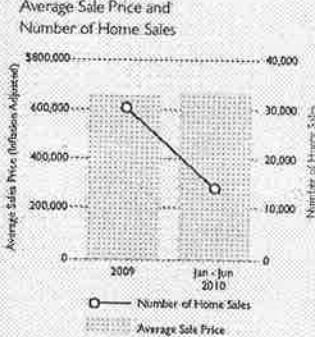
### Fuel Consumption

Gallons per Capita



### Trends in Home Sales

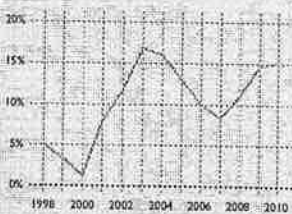
Average Sale Price and Number of Home Sales



### Commercial Vacancy

Annual Rate of Commercial Vacancy

All Commercial Space - Santa Clara County



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# SPECIAL ANALYSIS

**The Crisis in Local  
Government and Choices  
Facing Our Communities**  
*Understanding the Challenge*

*With declining revenue and rising expenses, Silicon Valley's local governments can no longer sustain the level of services that communities have become accustomed to and rely upon.*

## Special Analysis The Crisis in Local Government and Choices Facing Our Communities

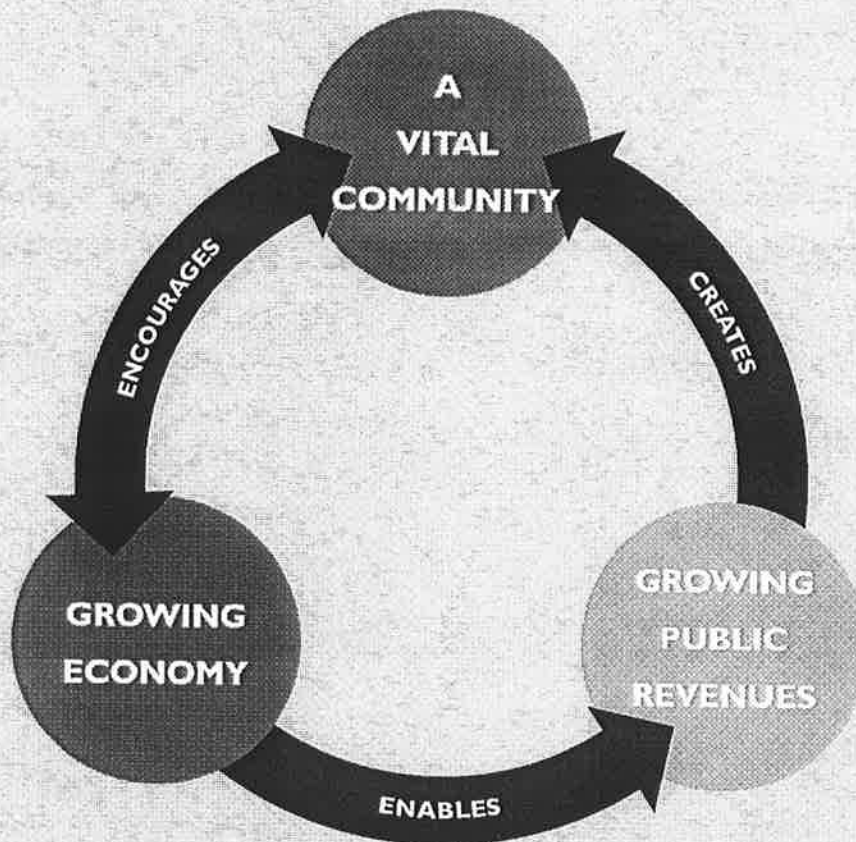
*Understanding the Challenge*

*An increasing number of residents are seeking social service assistance from county governments that are literally running out of money. In our cities, expenses – fueled in part by rising pension obligations – are escalating at a time when there is less money available than at the depth of the last economic downturn.*

These trends have far reaching implications. Continuing public sector layoffs are likely to offset the hiring that has begun in Silicon Valley's private sector. Without a strong economy, public revenue will not recover. More programs and services will be cut and the cycle will continue, eventually threatening the overall economic health of our region.

For Silicon Valley to thrive, businesses need strong, vibrant communities to attract and retain employees – communities with good schools, parks, infrastructure and services. Today, the building blocks that sustain those strong communities are crumbling.

This fiscal analysis examines historical trends and factors that are contributing to the crisis local governments are facing. Without confronting the hard choices that need to be made around the yawning government budget gaps that stretch before us in the years ahead, our quality of life is at risk.

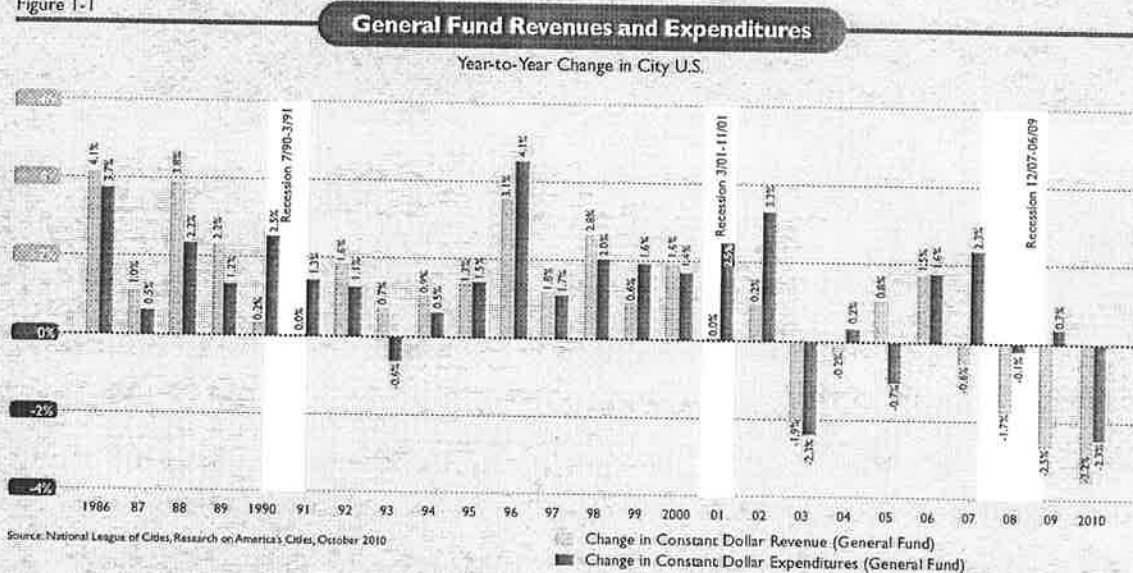


## Economic Recovery and the Lag of Public Revenue

Typically, local government revenues lag overall economic recovery over the course of a business cycle. According to a survey of the nation's cities by the National League of Cities (NLC), this gap between the change in economic conditions and city revenue collections can last from 18 months to several years.<sup>1</sup> This can be explained by a combination of problems: high unemployment has slowed consumer spending which has resulted in falling revenues from sales and personal taxes, and declining housing values have resulted in lower property taxes.

Figure 1-1 illustrates the lag of city revenues and expenditures from the historic low points of recessions as defined by the National Bureau of Economic Analysis. For example, city revenues and expenditures reached a low point in 1993, roughly two years after the bottom of the nation's 1991 recession. Similarly, the low point of city revenues and expenditures associated with the 2001 national recession hit in 2003, roughly 18 months after the trough, the end of the declining phase in November 2001 and the start of the rising phase in April 2003.

Figure 1-1



This is not just a cyclical problem. The recovery of city revenues and expenditures from the current recession will likely experience an even greater lag. A National League of Cities research brief states, "The declines in 2010 represent the largest downturn in revenues and cutbacks in spending in the history of NLC's survey, with revenues declining for the fourth year in a row (since 2007)."<sup>2</sup> In addition to the tepid pace of hiring in the nation's private sector, the current recession is characterized by multiple factors that will have a dampening effect on the recovery of public revenue. Severe declines in housing markets will result in falling property tax revenues as property values are reassessed. The persistence of the financial crisis is hindering businesses' access to cash needed for growth or bridging current gaps, which in turn slows the pace of rehiring and local income growth and economic activity. Further, the blow to the financial markets has resulted in lost value in public retirement funds, which now have fewer resources to meet growing obligations.

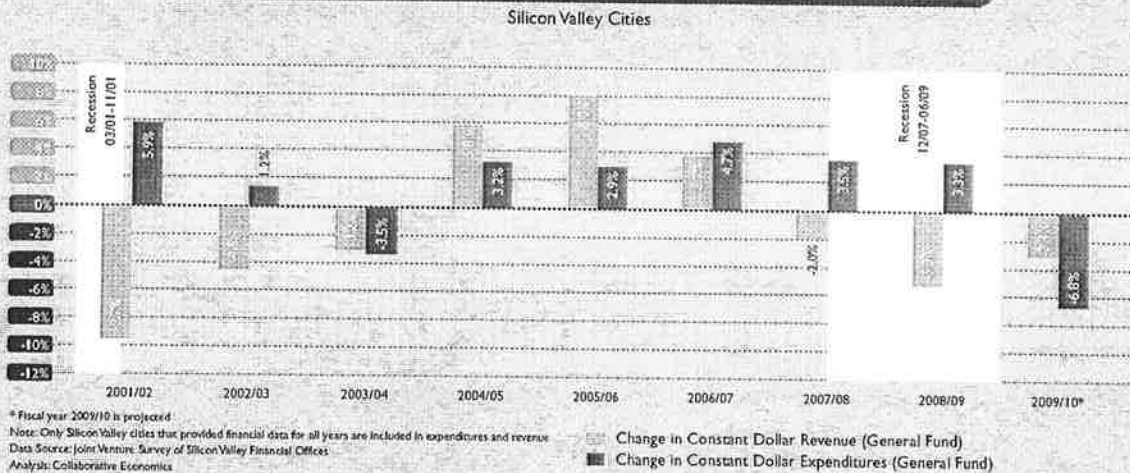
<sup>1</sup> Christopher W. Hoene and Michael A. Fazio, "City Fiscal Conditions in 2010," National League of Cities, Research Brief on America's Cities, October 2010, Page 3. Downloaded from [http://www.nlc.org/ASSETS/FILES/793318/AMASC795C5CD11DAB3B39B8B\\_CityFiscalConditions2010.pdf](http://www.nlc.org/ASSETS/FILES/793318/AMASC795C5CD11DAB3B39B8B_CityFiscalConditions2010.pdf)

<sup>2</sup> Christopher W. Hoene and Michael A. Fazio, "City Fiscal Conditions in 2010," National League of Cities, Research Brief on America's Cities, October 2010, Page 3. Downloaded from [http://www.nlc.org/ASSETS/FILES/793318/AMASC795C5CD11DAB3B39B8B\\_CityFiscalConditions2010.pdf](http://www.nlc.org/ASSETS/FILES/793318/AMASC795C5CD11DAB3B39B8B_CityFiscalConditions2010.pdf)

<sup>3</sup> The Office of Management and Budget, The American Recovery and Reinvestment Act of 2009. Retrieved from Track The Money's Recipient Reported Data Download Center: [www.recovery.gov/Transparency/RecipientReportedDataPages/RecipientData.aspx](http://www.recovery.gov/Transparency/RecipientReportedDataPages/RecipientData.aspx)

Silicon Valley's experience has mirrored the national trend with public revenue growth taking longer to materialize than overall economic recovery (Figure 1-2). However, compared to the national average, revenues in the region also have fallen more dramatically in recent years. The \$48.8 million thus far and \$204 million expected over the coming year (estimates as of September 2010) in federal American Recovery and Reinvestment Act (stimulus) funding to local cities and counties has helped ease the initial financial shortfalls from the crisis, but this funding will end in July 2011 and is not likely to be repeated.

Figure 1-2 Year-to-Year Change in City General Fund Revenues and Expenditures

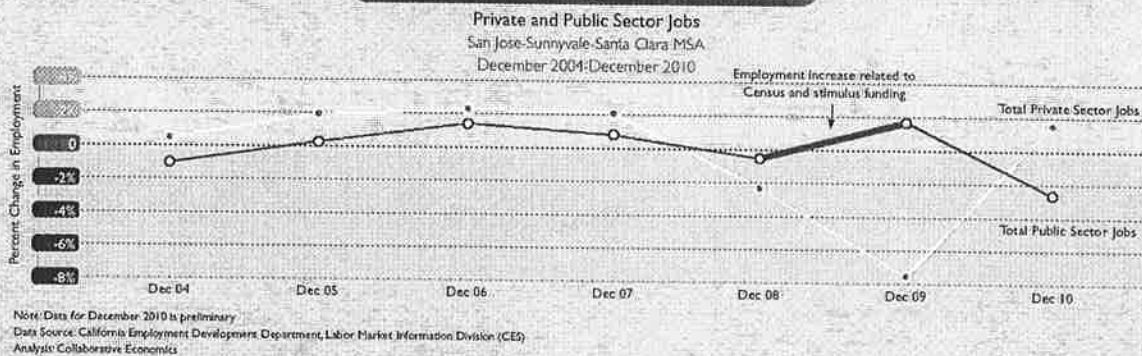


While the private sector slowly began hiring again in the third quarter of 2010, public sector employment is falling as shown in Figure 1-3. Public sector employment growth in 2009 is attributable to temporary employment increases resulting from the Census and federal stimulus funding. Continued declines in public sector jobs present a potentially serious obstacle to the region's nascent recovery.

From December 2009 to 2010, private sector employment in the San Jose-Sunnyvale-Santa Clara Metropolitan Statistical Area (MSA) increased by 1 percent with the addition of 11,100 jobs while public sector employment dropped by 3 percent with the loss of 4,200 jobs. Most of these job losses were in education (1,200) and in city government (1,100). Given the approaching end of stimulus funding, continued job losses in the public sector are expected.

With an existing unemployment rate of 8.3 percent in San Mateo County and 10.8 percent in Santa Clara County (January 2010), this means that in the short term the oncoming layoffs in the public sector will likely offset the progress from employment gains in the private sector, contributing to a slower overall economic recovery and a slower recovery of public revenues. The Federal Reserve has recently estimated that the natural unemployment rate will not hit 8 percent until 2014.

Figure 1-3 Year-to-Year Change in Employment







## C/CAG AGENDA REPORT

Date: October 13, 2011

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338.

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

---

### **Recommendation:**

Review and approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338. in accordance with the staff recommendation.

### **Fiscal Impact:**

\$64,338.

### **Revenue Sources:**

Funded from a \$100,000 grant from San Francisco International Airport.

### **Background:**

C/CAG as the Airport Land Use Commission has been working on an update to the San Francisco International Airport (SFIA) Comprehensive Land Use Plan (CLUP). The purpose of the CLUP is to make certain that the land uses near the airport are compatible. A grant was received from the Federal Aviation Administration for \$300,000 and \$100,000 from SFIA. These funds were used to develop the CLUP. C/CAG did an RFP process and selected Jacobs Consulting/ Ricondo Associates to develop the CLUP. The complete initial draft will be provided in November 2011.

### **Discussion:**

The remaining tasks include the Public Review Process and the CEQA Documentation. San Francisco International Airport has agreed to provide an additional \$100,000 for FY 11-12 to do the Public Review process and the appropriate CEQA documentation. The Public Review Process is a logical extension to the current contract since it includes modifications to the CLUP based on public

**ITEM 5.7**

input. Therefore, it is reasonable to expect that it would be less costly to place Ricondo under contract for this task. The quote provided by Ricondo for this task is \$20,124.

It is not unreasonable for the CEQA Documentation task to go through a Request for Proposal process. Staff developed a Request for Proposal in the event staff decided to compete this task. After reviewing all factors C/CAG staff decided it would be more efficient to contract with the current supplier Ricondo. The factors driving this decision are as follows:

- 1- The quote received from Ricondo was within the C/CAG staff estimate.
- 2- C/CAG would like to complete and adopt the CLUP this fiscal year. Not having an additional contractor involved would make this easier to achieve.
- 3- The retirement of Dave Carbone left C/CAG without the necessary technical staff to support an RFP process.
- 4- It is unlikely that any potential cost savings would cover the additional staff time required.
- 5- The Request For Proposal Process best serves construction or material purchase contracts not Professional Services contracts.
- 6- The adopted C/CAG Procurement Process allows for an exception to the Request For Proposal process.

C/CAG staff would suggest that this meets or exceeds the criteria for an exception to the Request For Proposal process. It is requested that the Public Review Process for \$20,124 and the CEQA Documentation for \$44,214 be contracted with Ricondo Associates. Therefore, C/CAG staff recommends the approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338.

**Attachments:**

Resolution 11-62  
Agreement between C/CAG and Ricondo

**Alternatives:**

- 1- Review and approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338 in accordance with the staff recommendation.
- 2- Review and approval of Resolution 11- 62 authorizing the C/CAG Chair to execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338. in accordance with the staff recommendation with modifications.
- 3- No action.

## **RESOLUTION 11-62**

**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 CONTRACT WITH RICONDO ASSOCIATES FOR AIRPORT LAND USE COMPATIBILITY PROFESSIONAL SERVICES IN SUPPORT OF THE SAN FRANCISCO INTERNATIONAL AIRPORT COMPREHENSIVE LAND USE PLAN UPDATE FOR A TOTAL NOT TO EXCEED \$64,338.**

**WHEREAS**, C/CAG has been designated the Airport Land Use Commission (ALUC) for San Mateo County; and

**WHEREAS**, the Airport Land Use Commission is responsible for developing Comprehensive Land Use Plans (CLUP) for land use compatibility for San Francisco International Airport, San Carlos Airport, and Half Moon Bay Airport; and

**WHEREAS**, C/CAG has contracted with Jacobs Consulting/ Ricondo Associates to update the San Francisco International Airport Comprehensive Land Use Plan; and

**WHEREAS**, Upon completion of the Draft Comprehensive Land Use Plan for San Francisco International Airport it is necessary to provide public outreach through a public review process and develop CEQA documentation; and

**WHEREAS**, C/CAG would like to contract with Ricondo Associates for the Public Review Process and the CEQA Documentation;

**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:

- 1- Execute a contract with Ricondo Associates for Airport Land Use Compatibility professional services in support of the San Francisco International Airport Comprehensive Land Use Plan Update for a total not to exceed \$64,338.
- 2- In accordance with the adopted Procurement Policy the C/CAG Chair shall also have the authority to execute up to a total of \$70,772 for this contract including future amendments.

This contract shall be in a form approved by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

---

*Bob Grassilli, Chair*



AGREEMENT BETWEEN THE  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY  
AND RICONDO ASSOCIATES FOR AIRPORT LAND USE COMPATIBILITY  
PROFESSIONAL SERVICES IN SUPPORT OF THE SAN FRANCISCO INTERNATIONAL  
AIRPORT COMPREHENSIVE LAND USE PLAN UPDATE

This Agreement entered this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the City/County Association of Governments of San Mateo County, a joint powers agency, hereinafter called "C/CAG" and Ricondo Associates, hereinafter called "Contractor."

W I T N E S S E T H

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

WHEREAS, C/CAG has been designated the Airport Land Use Commission (ALUC) for San Mateo County; and

WHEREAS, the Airport Land Use Commission is responsible for developing Comprehensive Land Use Plans (CLUP) for land use compatibility for San Francisco International Airport, San Carlos Airport, and Half Moon Bay Airport; and

WHEREAS, C/CAG has contracted with Jacobs Consulting/ Ricondo Associates to update the San Francisco International Airport Comprehensive Land Use Plan; and

WHEREAS, Upon completion of the Draft Comprehensive Land Use Plan for San Francisco International Airport it is necessary to provide public outreach through a public review process and develop CEQA documentation; and

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

WHEREAS, C/CAG would like to contract with Ricondo Associates for the Public Review Process and the CEQA Documentation;

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

1. Services to be provided by Contractor. In consideration of the payments hereinafter set forth, Contractor agrees to perform the services described in Exhibit A and Exhibit B, attached hereto (the "Services"). All Services are to be performed and completed by March 15, 2012.

2. Payments. In consideration of Contractor providing the Services, C/CAG shall reimburse Consultant based on the cost rates set forth in Exhibit C up to a maximum amount of sixty four thousand three hundred thirty eight dollars (\$64,338) for Services provided during the Contract Term as set forth below. Payments shall be made to contractor monthly based on an invoice submitted by contractor that identifies expenditures and describes services performed in accordance with the agreement. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.
3. Relationship of the Parties. It is understood that Contractor is an Independent Contractor and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. Contractor shall not assign this Agreement or any portion thereof to a third party.
5. Contract Term. This Agreement shall be in effect as of October 13, 2011 and shall terminate on June 30, 2012; provided, however, C/CAG may terminate this Agreement at any time for any reason by providing 30 days' notice to Contractor. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, Contractor shall be paid for all Services provided to the date of termination.
6. Hold Harmless/ Indemnity: Contractor shall indemnify and save harmless C/CAG, its agents, officers and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, officers or employees related to or resulting from performance, or non-performance under this Agreement.

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

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

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

Employer Liability Insurance providing full statutory coverage.

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

Required insurance shall include:

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

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

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

8. Non-discrimination. The Contractor and any subcontractors performing the services on behalf of the Contractor shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Compliance with All Laws. Contractor shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.



10. Substitutions: If particular people are identified in this Agreement are providing services under this Agreement, the Contractor will not assign others to work in their place without written permission from C/CAG. Any substitution shall be with a person of commensurate experience and knowledge.
11. Sole Property of C/CAG. Work products of Contractor which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Contractor shall not be liable for C/CAG's use, modification or re-use of products without Contractor's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

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

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

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

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

Ricondo Associates  
1917 Palomar Oaks Way, Suite 350  
Carlsbad, CA 92008  
Attention: Mark Johnson

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

Ricondo Associates (Contractor)

By \_\_\_\_\_

\_\_\_\_\_ Date

City/County Association of Governments (C/CAG)

By \_\_\_\_\_  
Bob Grassilli, C/CAG Chair

\_\_\_\_\_ Date

C/CAG Legal Counsel

By \_\_\_\_\_



## EXHIBIT A

### PUBLIC REVIEW PROCESS - SFO CLUP UPDATE SCOPE OF SERVICES

**Task 1 Public Review Process** - The purpose of this task is to support the public outreach process for the review and adoption of the update to the San Francisco International Airport (SFIA) Comprehensive Land Use Plan (CLUP).

**Task 1.1 TAC Meetings (1)** - Support and provide material for the presentation and review of the SFIA CLUP Update to the Technical Advisory Committee. This consists of one meeting including travel costs to the meeting. If instead of traveling to the meeting it is done by conference call then the cost will be reduced by the appropriate travel cost amount shown in Attachment C.

*Deliverables:* *Executive Summary and presentation material in support of the meeting.*

#### **Task 1.2 NOT APPLICABLE**

**Task 1.3 Airport Land Use Committee Study Session/ Public Meeting (1)** - Support and provide material for the presentation and review of the SFIA CLUP Update to the Airport Land Use Committee and the public. This consists of one meeting including travel costs to the meeting. If instead of traveling to the meeting it is done by conference call then the cost will be reduced by the appropriate travel cost amount shown in Attachment C.

*Deliverables:* *Executive Summary and presentation material in support of the meeting.*

#### **Task 1.4 Not Applicable**

**Task 1.5 C/CAG Board Meeting (1)** - Support and provide material for the presentation and review of the SFIA CLUP update to the C/CAG Board. This consists of one meeting including travel costs to the meeting. If instead of traveling to the meeting it is done by conference call then the cost will be reduced by the appropriate travel cost amount shown in Attachment C.

*Deliverables:* *Executive Summary and presentation material in support of the meeting.*

**Task 1.6 C/CAG Agenda Report - CLUP Adoption** - Write the C/CAG Agenda Report for the adoption of the SFIA CLUP update by the C/CAG Board.

*Deliverables:* *C/CAG Agenda Report for adoption of the SFIA CLUP update.*



**EXHIBIT B**

**CONDUCT AN ENVIRONMENTAL REVIEW OF THE FINAL DRAFT UPDATE OF  
THE COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN (CLUP)  
FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT  
SCOPE OF SERVICES**



# SCOPE OF WORK TO CONDUCT AN ENVIRONMENTAL REVIEW OF THE FINAL DRAFT UPDATE OF THE COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN (CLUP) FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT

Ricondo & Associates, Inc.  
October 3, 2011

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This Scope of Work describes the tasks to be undertaken by Ricondo & Associates, Inc. (the Consultant) to support the City/County Association of Governments of San Mateo County (C/CAG) in complying with the requirements of the California Environmental Quality Act (CEQA) prior to adoption of the updated CLUP for the environs of San Francisco International Airport. This Scope of Work assumes the preparation of an Initial Study and Negative Declaration; it does not include the preparation of an Environmental Impact Report (EIR).

## TASK 1.0 DEVELOPMENT DISPLACEMENT EVALUATION

### 1.1 Review of Potential Impacts

The Consultant will analyze the potential effect of the proposed CLUP's land use restrictions on development patterns throughout the Airport environs. This analysis will involve the following:

- Comparison of the land use restrictions in the proposed CLUP with the applicable general plans and specific plans to identify areas that will be subject to stricter land use regulations with the proposed, updated CLUP. The land uses subject to the stricter regulations (the CLUP-restricted land uses) will be identified.
- Assessment of the potential for the CLUP-restricted land uses to be developed within the CLUP zones if the proposed, updated CLUP is not adopted.
- Assessment of the availability of alternative locations within the Airport environs for the CLUP-restricted land uses to be developed if the proposed, updated CLUP is adopted.

*Deliverable:* Analysis for input to subsequent tasks.

### 1.2 Summary Memorandum

The Consultant will summarize the analysis undertaken in Task 1.1 and describe the findings of the analysis. The Summary Memorandum will include text, tables, maps, and charts, as needed.

*Deliverable:* Electronic version of a memorandum summarizing the development displacement analysis.

## 2.0 INITIAL STUDY

### 2.1 Review of Environmental Resource Categories

The Consultant will review all environmental resource categories required under the CEQA



Handbook, describing the potential effect of the proposed, updated CLUP on those resource categories. If any impacts are anticipated, the Consultant will describe the impacts and discuss whether the potential impacts may rise to a level of significance meriting more thorough analysis in an Environmental Impact Report (EIR).

*Deliverable:* Analysis for input to subsequent tasks.

## **2.2 Administrative Draft Initial Study**

The Consultant will prepare an administrative draft version of a CEQA Initial Study for review by the C/CAG staff. The draft Initial Study will include a description of the proposed project (the proposed, updated CLUP), a summary description of the affective environment, and a summary of the potential impacts of the proposed project on the CEQA environmental resource categories. The draft Initial Study will also include, as an appendix, the Summary Memorandum documenting the development displacement analysis.

*Deliverable:* Electronic version of an administrative draft Initial Study.

## **2.3 Final Initial Study**

After receiving comments from the C/CAG staff on the administrative draft Initial Study, the Consultant will prepare the final Initial Study for public release with the Draft Negative Declaration.

*Deliverable:* Electronic version of the final Initial Study.

## **3.0 NEGATIVE DECLARATION**

For purposes of this Scope of Work and the accompanying budget, it is assumed that the Initial Study will find no potential for significant impacts to be caused by adoption of the proposed, updated CLUP. If, on the other hand, the Initial Study does reveal the potential for significant impacts, the Consultant would prepare a Summary Report explaining the nature of the impacts and the need for an EIR. The Summary Report would include an explanation of the EIR process, a preliminary draft scope of work for an EIR, and a preliminary budget estimate. This Summary Report would be provided in place of Tasks 3.1 through 3.4, described below.

### **3.1 Administrative Draft Negative Declaration**

The Consultant will prepare an administrative draft Negative Declaration for review and comment by the C/CAG staff.

*Deliverable:* Electronic version of the administrative draft Negative Declaration.

### **3.2 Official Negative Declaration**

Following receipt of the C/CAG staff comments on the administrative draft Negative Declaration, the Consultant will prepare an official Negative Declaration.

*Deliverable:* Electronic version of the official Negative Declaration.

### **3.3 Notice of Intent to Adopt Negative Declaration**

The Consultant will prepare a Notice of Intent to adopt a Negative Declaration for C/CAG to distribute to local agencies, interested members of the public, the San Mateo County Clerk, the State Clearinghouse and the California Department of Transportation, Division of Aeronautics. It is assumed that the Notice of Intent will also be published at least once in a newspaper of general circulation in the Airport environs. It is anticipated that a public review period of at least 30 days shall be provided.

*Deliverable:* Electronic version of a Notice of Intent to adopt a Negative Declaration.

### **3.4 Notice of Determination**

After adoption of the proposed Negative Declaration by the C/CAG Board, the Consultant will prepare a Notice of Determination and deliver it to the C/CAG staff for filing with the San Mateo County Clerk.

*Deliverable:* Electronic version of a Notice of Determination.

Environmental Review of the  
Final Draft Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP)  
for the Environs of San Francisco International Airport

Proposed Budget  
Ricondo & Associates, Inc.  
October 3, 2011

| Task | Description                                    | Hours by Labor Category |         |          |         |                             |          |                                   |         |                              |          |                         |         | Direct Costs |      |                    | Total |          |
|------|--|-------------------------|---------|----------|---------|-----------------------------|----------|-----------------------------------|---------|------------------------------|----------|-------------------------|---------|--------------|------|--------------------|-------|----------|
|      |  | \$305                   |         | \$263    |         | \$218                       |          | \$179                             |         | \$142                        |          | \$114                   |         | Travel       |      | Other Direct Costs | Hours | Cost     |
|      |  | Officer                 |         | Director |         | Managing Consultant/Manager |          | Sr. Consultant/Tech Specialist II |         | Consultant/Tech Specialist I |          | Tech Specialist/Support |         | Person-Trips | Cost |                    |       |          |
|      |  | Hours                   | Cost    | Hours    | Cost    | Hours                       | Cost     | Hours                             | Cost    | Hours                        | Cost     | Hours                   | Cost    |              |      |                    |       |          |
| III. | CEQA Documentation                             | 6                       | \$1,830 | 28       | \$7,364 | 46                          | \$10,028 | 8                                 | \$1,432 | 138                          | \$19,596 | 26                      | \$2,964 | 0            | \$0  | \$1,000            | 252   | \$44,214 |
| 1.0  | Development Displacement Evaluation            | 2                       | 610     | 10       | 2,630   | 20                          | 4,360    | 8                                 | 1,432   | 72                           | 10,224   | 8                       | 912     | 0            | 0    | 0                  | 120   | 20,168   |
| 1.1  | Review of potential impacts                    | 0                       | 50      | 8        | \$2,104 | 16                          | \$5,488  | 8                                 | \$1,432 | 40                           | \$5,680  | 0                       | \$0     | 0            | \$0  | \$0                | 72    | \$12,704 |
| 1.2  | Summary memorandum                             | 2                       | \$610   | 2        | \$526   | 4                           | \$872    | 0                                 | \$0     | 32                           | \$4,544  | 8                       | \$912   | 0            | \$0  | \$0                | 48    | \$7,464  |
| 2.0  | Initial Study                                  | 2                       | 610     | 12       | 3,156   | 16                          | 3,488    | 0                                 | 0       | 48                           | 6,816    | 12                      | 1,368   | 0            | 0    | 0                  | 90    | 15,438   |
| 2.1  | Review of environmental resource categories    | 0                       | 50      | 2        | \$526   | 4                           | \$872    | 0                                 | \$0     | 12                           | \$1,704  | 0                       | \$0     | 0            | \$0  | \$0                | 18    | \$3,102  |
| 2.2  | Administrative Draft Initial Study             | 1                       | \$305   | 8        | \$2,104 | 8                           | \$1,744  | 0                                 | \$0     | 28                           | \$3,976  | 8                       | \$912   | 0            | \$0  | \$0                | 53    | \$9,041  |
| 2.3  | Final Initial Study                            | 1                       | \$305   | 2        | \$526   | 4                           | \$872    | 0                                 | \$0     | 8                            | \$1,136  | 4                       | \$456   | 0            | \$0  | \$0                | 19    | \$3,295  |
| 3.0  | Negative Declaration                           | 2                       | \$610   | 6        | \$1,578 | 10                          | \$2,180  | 0                                 | \$0     | 18                           | \$2,556  | 16                      | \$684   | 0            | \$0  | \$1,000            | 42    | \$8,608  |
| 3.1  | Administrative Draft Negative Declaration      | 1                       | \$305   | 2        | \$526   | 2                           | \$474    | 0                                 | \$0     | 4                            | \$568    | 2                       | \$228   | 0            | \$0  | \$0                | 11    | \$2,063  |
| 3.2  | Official Negative Declaration                  | 0                       | 50      | 1        | \$263   | 2                           | \$436    | 0                                 | \$0     | 2                            | \$284    | 2                       | \$228   | 0            | \$0  | \$0                | 4     | \$1,211  |
| 3.3  | Notice of Intent to Adopt Negative Declaration | 1                       | \$305   | 2        | \$526   | 4                           | \$872    | 0                                 | \$0     | 8                            | \$1,136  | 2                       | \$228   | 0            | \$0  | \$1,000            | 17    | \$4,067  |
| 3.4  | Notice of Determination                        | 0                       | 50      | 1        | \$263   | 2                           | \$436    | 0                                 | \$0     | 4                            | \$568    | 0                       | \$0     | 0            | \$0  | \$0                | 7     | \$1,267  |

**EXHIBIT C**

**COST RATE SCHEDULE**

|   |                    |
|---|--------------------|
| Public Review Process (Exhibit A Scope of Work) | Task I Cost Rate   |
| CEQA Documentation (Exhibit B Scope of Work)    | Task III Cost Rate |

Task II Cost Rate is not applicable

Airport Land Use Compatibility Planning Support Services for City/County Association of Governments of San Mateo County  
 Proposed Budget -- Version 03  
 Ricondo & Associates, Inc.  
 September 27, 2011

| Task  | Description   | Hours by Labor Category |                |            |                 |                             |            |                                   |            |                              |                 |                         |                | Direct Costs |                |                    | Total      |                 | Notes  |
|-------|---|-------------------------|----------------|------------|-----------------|-----------------------------|------------|-----------------------------------|------------|------------------------------|-----------------|-------------------------|----------------|--------------|----------------|--------------------|------------|-----------------|--|
|       |   | \$305                   |                | \$263      |                 | \$218                       |            | \$179                             |            | \$142                        |                 | \$114                   |                | Travel       |                | Other Direct Costs | Hours      | Cost            |  |
|       |   | Officer                 |                | Director   |                 | Managing Consultant/Manager |            | Sr. Consultant/Tech Specialist II |            | Consultant/Tech Specialist I |                 | Tech Specialist/Support |                | Person-Trips | Cost           |                    |            |                 |  |
|       |   | Hours                   | Cost           | Hours      | Cost            | Hours                       | Cost       | Hours                             | Cost       | Hours                        | Cost            | Hours                   | Cost           |              |                |                    |            |                 |  |
| 1     | Public Review Process -- SFO CLUP Update                    | 3                       | \$915          | 40         | \$10,520        | 0                           | \$0        | 0                                 | \$0        | 28                           | \$3,976         | 12                      | \$1,368        | 3            | \$3,345        | \$0                | 83         | \$20,124        |  |
| 1.1   | TAC Meetings (1)  | 1                       | \$305          | 12         | \$3,156         | 0                           | \$0        | 0                                 | \$0        | 12                           | \$1,704         | 4                       | \$456          | 1            | \$1,115        | \$0                | 29         | \$6,736         | 1 trip by MRJ  |
| 1.2   | Public Information Workshop                                 | 0                       | \$0            | 0          | \$0             | 0                           | \$0        | 0                                 | \$0        | 0                            | \$0             | 0                       | \$0            | 0            | \$0            | \$0                | 0          | \$0             |  |
| 1.3   | Airport Land Use Committee Study Session/Public Meeting (1) | 1                       | \$305          | 12         | \$3,156         | 0                           | \$0        | 0                                 | \$0        | 8                            | \$1,136         | 4                       | \$456          | 1            | \$1,115        | \$0                | 25         | \$6,168         | 1 trip by MRJ  |
| 1.4   | SFO Airport/Community Roundtable Meeting                    | 0                       | \$0            | 0          | \$0             | 0                           | \$0        | 0                                 | \$0        | 0                            | \$0             | 0                       | \$0            | 0            | \$0            | \$0                | 0          | \$0             |  |
| 1.5   | C/CAG Board Meeting (1)                                     | 0                       | \$0            | 12         | \$3,156         | 0                           | \$0        | 0                                 | \$0        | 4                            | \$568           | 0                       | \$0            | 1            | \$1,115        | \$0                | 16         | \$4,839         | 1 trip by MRJ  |
| 1.6   | C/CAG Agenda Report - CLUP Adoption                         | 1                       | \$305          | 4          | \$1,052         | 0                           | \$0        | 0                                 | \$0        | 4                            | \$568           | 4                       | \$456          | 0            | \$0            | \$0                | 13         | \$2,381         |  |
| II    | CLUP Consistency Reviews                                    | 4                       | \$1,220        | 96         | \$25,248        | 0                           | \$0        | 0                                 | \$0        | 160                          | \$22,720        | 48                      | \$5,472        | 4            | \$4,460        | \$0                | 308        | \$59,120        |  |
| 2.1   | Coordinate Review of Local Land Use Policy Actions          | 0                       | \$0            | 8          | \$2,104         | 0                           | \$0        | 0                                 | \$0        | 32                           | \$4,544         | 0                       | \$0            | 0            | \$0            | \$0                | 40         | \$6,648         | Initial processing and circulation of land use proposals, including review for completeness.           |
| 2.2   | CLUP Consistency Reviews (8)                                | 2                       | \$610          | 24         | \$6,312         | 0                           | \$0        | 0                                 | \$0        | 64                           | \$9,088         | 16                      | \$1,824        | 0            | \$0            | \$0                | 106        | \$17,834        | Review of proposed project, phone calls for clarification and coordination with local planning staffs. |
| 2.3   | Support for C/CAG ALUC Meetings (4)                         | 2                       | \$610          | 64         | \$16,832        | 0                           | \$0        | 0                                 | \$0        | 64                           | \$9,088         | 32                      | \$3,648        | 4            | \$4,460        | \$0                | 162        | \$34,638        |  |
| 2.3.1 | ALUC Agenda and Staff Report                                | 1                       | \$305          | 16         | \$4,208         | 0                           | \$0        | 0                                 | \$0        | 32                           | \$4,544         | 16                      | \$1,824        | 0            | \$0            | \$0                | 64         | \$11,120        |  |
| 2.3.2 | Meeting Attendance, Action Minutes                          | 0                       | \$0            | 40         | \$10,624        | 0                           | \$0        | 0                                 | \$0        | 32                           | \$4,544         | 0                       | \$0            | 4            | \$4,460        | \$0                | 76         | \$15,292        | 4 trips by MRJ, includes preparation and mtg notes   |
| 2.3.3 | C/CAG Agenda Report and ALUC Recommendations                | 1                       | \$305          | 24         | \$6,104         | 0                           | \$0        | 0                                 | \$0        | 16                           | \$2,272         | 2                       | \$232          | 0            | \$0            | \$0                | 42         | \$8,680         |  |
|       | <b>Total</b>  | <b>7</b>                | <b>\$2,135</b> | <b>136</b> | <b>\$35,768</b> | <b>0</b>                    | <b>\$0</b> | <b>0</b>                          | <b>\$0</b> | <b>188</b>                   | <b>\$26,696</b> | <b>60</b>               | <b>\$6,840</b> | <b>7</b>     | <b>\$7,805</b> | <b>\$0</b>         | <b>391</b> | <b>\$79,244</b> |  |

OPTIONAL TASK

|       |  |           |                |            |                 |           |                 |          |                |            |                 |           |                |          |                |                |            |                  |  |
|-------|--|-----------|----------------|------------|-----------------|-----------|-----------------|----------|----------------|------------|-----------------|-----------|----------------|----------|----------------|----------------|------------|------------------|--|
| III   | CEQA Documentation                             | 6         | \$1,830        | 28         | \$7,364         | 46        | \$10,028        | 8        | \$1,432        | 138        | \$19,596        | 26        | \$2,964        | 0        | \$0            | \$1,000        | 252        | \$44,214         |  |
| 3.1   | Development Displacement Evaluation            | 2         | \$610          | 10         | \$2,630         | 20        | \$4,260         | 8        | \$1,432        | 72         | \$10,224        | 8         | \$912          | 0        | \$0            | \$0            | 120        | \$20,168         |  |
| 3.1.1 | Review of potential impacts                    | 0         | \$0            | 4          | \$1,052         | 16        | \$4,208         | 4        | \$1,052        | 36         | \$5,076         | 0         | \$0            | 0        | \$0            | \$0            | 56         | \$11,352         | Quantify vacant lands in critical zones, map local zoning districts in critical CLUP zones |
| 3.1.2 | Inventory Development                          | 0         | \$0            | 2          | \$526           | 4         | \$912           | 0        | \$0            | 32         | \$4,544         | 0         | \$0            | 0        | \$0            | \$0            | 42         | \$7,980          |  |
| 3.2   | Initial Study                                  | 2         | \$610          | 12         | \$3,156         | 16        | \$3,488         | 0        | \$0            | 48         | \$6,816         | 12        | \$1,368        | 0        | \$0            | \$0            | 90         | \$15,438         |  |
| 3.2.1 | Preparation of administrative records database | 0         | \$0            | 2          | \$526           | 4         | \$912           | 0        | \$0            | 12         | \$1,704         | 0         | \$0            | 0        | \$0            | \$0            | 16         | \$3,156          |  |
| 3.2.2 | Administrative Record Study                    | 1         | \$305          | 4          | \$1,052         | 8         | \$2,104         | 0        | \$0            | 24         | \$3,312         | 0         | \$0            | 0        | \$0            | \$0            | 32         | \$5,616          |  |
| 3.2.3 | Final Report Study                             | 1         | \$305          | 4          | \$1,052         | 8         | \$2,104         | 0        | \$0            | 24         | \$3,312         | 0         | \$0            | 0        | \$0            | \$0            | 32         | \$5,616          |  |
| 3.3   | Negative Declaration                           | 2         | \$610          | 6          | \$1,578         | 10        | \$2,180         | 0        | \$0            | 18         | \$2,556         | 6         | \$684          | 0        | \$0            | \$1,000        | 42         | \$8,608          |  |
| 3.3.1 | Administrative Data Migration/Transition       | 1         | \$305          | 2          | \$526           | 2         | \$912           | 0        | \$0            | 4          | \$568           | 2         | \$232          | 0        | \$0            | \$0            | 10         | \$1,660          | 1-page ND; internal coordination and vetting.  |
| 3.3.2 | CEQA Mapping/Verification                      | 0         | \$0            | 4          | \$1,052         | 2         | \$526           | 0        | \$0            | 2          | \$284           | 0         | \$0            | 0        | \$0            | \$0            | 6          | \$1,210          |  |
| 3.3.3 | Resource Data to Admin Database Conversion     | 1         | \$305          | 2          | \$526           | 4         | \$912           | 0        | \$0            | 8          | \$1,136         | 0         | \$0            | 0        | \$0            | \$1,000        | 12         | \$4,568          | 2-page ND; preparation of distribution list  |
| 3.3.4 | Review of Extractions                          | 0         | \$0            | 4          | \$1,052         | 2         | \$526           | 0        | \$0            | 4          | \$568           | 0         | \$0            | 0        | \$0            | \$0            | 6          | \$1,210          | Fill out and mail form   |
|       | <b>GRAND TOTAL -- ALUC Support and CEQA</b>    | <b>13</b> | <b>\$3,965</b> | <b>164</b> | <b>\$43,132</b> | <b>46</b> | <b>\$10,028</b> | <b>8</b> | <b>\$1,432</b> | <b>326</b> | <b>\$46,292</b> | <b>86</b> | <b>\$9,804</b> | <b>7</b> | <b>\$7,805</b> | <b>\$1,000</b> | <b>643</b> | <b>\$123,458</b> |  |

# C/CAG AGENDA REPORT

**Date:** October 13, 2011  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and Approval of Reallocation of \$32,500 in Transportation Development Act Article 3 Funds for the City of San Bruno's Sneath Lane Class II Bicycle Lane Project

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

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## RECOMMENDATION

That the C/CAG Board review and approves reallocation of \$32,500 in Transportation Development Act Article 3 Funds for the City of San Bruno's Sneath Lane Class II Bicycle Lane Project

## FISCAL IMPACT

\$32,500 (funds allocated in FY 2008/09)

## SOURCE OF FUNDS

Transportation Development Act Article 3 (TDA Article 3)

## BACKGROUND/DISCUSSION

The City of San Bruno was allocated \$32,500 in TDA Article 3 funds in FY 2008/09 for a project to construct Class II bicycle lanes on Sneath Lane. Per the TDA Article 3 guidelines, the funds would need to be expended within three years, by June 30, 2011, or be rescinded. The project was completed in August 2011 therefore the City is not able to receive full reimbursement for cost incurred after June 30<sup>th</sup> unless the funds are reallocated to the current fiscal year program.

Staff recommends approval to reallocate \$32,500 to the FY 2011/12 TDA Article 3 program, which will enable the City to retain the funds. With approval, staff will coordinate with the Metropolitan Transportation Commission for the reallocation of funds.

## ATTACHMENTS

- Letter from the City of San Bruno





Klara A Fabry  
Public Services Director

CITY OF SAN BRUNO  
PUBLIC SERVICES DIRECTOR

October 5, 2011

Mr. John Hoang  
City/County Association of Governments  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063

**RE: Sneath Lane Class II Bike Lane**

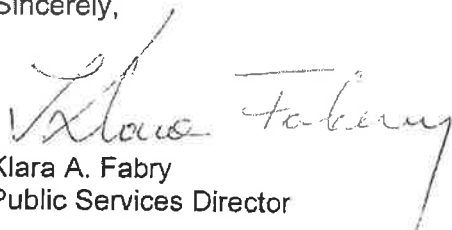
Dear Mr. Hoang,

In FY 2008-09 the City of San Bruno received a grant of \$32,500 in TDA Article 3 funds to construct a Class II bike lane on a portion of Sneath Lane between El Camino Real and Huntington Drive. A condition of the grant award required the City to incur eligible costs on or before June 30, 2011.

Last year, the City anticipated completing project design during the fall of 2010 to ensure that all construction could complete by June 30, 2011. However, due to the reprioritization of City resources to respond to and repair the neighborhood area impacted by the PG&E pipeline explosion on September 9, 2010, a construction contract for the Sneath Bike Lane was not executed until May 2011. Further, prior to beginning construction, it was determined that a significant construction change order related to the paving portion of the project was necessary. The earliest date that the City Council could authorize the change order was June 28, 2011. The project was shortly completed without any further complications in August 2011. With this project finished, there is now a complete Class II bike lane on Sneath Lane between the BART Station and Skyline Blvd (CA-35).

To receive grant reimbursement, the City of San Bruno respectfully requests C/CAG to reallocate the \$32,500 for FY 2012. Please feel free to contact me if you have any questions at (650) 616-7067 or [kfabry@sanbruno.ca.gov](mailto:kfabry@sanbruno.ca.gov).

Sincerely,



Klara A. Fabry  
Public Services Director

567 El Camino Real, San Bruno, CA 94066-4299  
Voice: (650) 616-7065 • Fax: (650) 794-1443  
<http://publicworks.sanbruno.ca.gov>





# C/CAG AGENDA REPORT

**Date:** October 13, 2011

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

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

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

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

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## RECOMMENDATIONS

Review and discuss status of legislation of interest to C/CAG given to the Governor for signature or veto.

## LEGISLATIVE PRIORITY

The C/CAG staff and State legislative lobbyist are guided by Legislative Priorities as established by the C/CAG Board.

## BACKGROUND/DISCUSSION

As of this writing, the following bills of interest to C/CAG have been passed by the Legislature and either signed, vetoed, or have action pending by the Governor:

**AB 438** – *Not yet acted upon by the Governor at the time of this writing. C/CAG has sent a letter to the Governor requesting his veto of his bill.*

Existing law provides that the county boards of supervisors may establish and maintain, within their respective counties, county free libraries pursuant to specified provisions of law. Existing law provides that the board of trustees, common council, or other legislative body of any city or the board of trustees of any library district may, on or before January 1 of any year, notify the county board of supervisors that the city or library district no longer desires to be a part of the county free library system, as specified. This bill would impose specified requirements if the board of trustees, common council, or other legislative body of a city or the board of trustees of a library district intends to withdraw from the county free library system and operate the city's or library district's library or libraries with a private contractor that will employ library staff to achieve cost savings, unless the library or libraries are funded only by the proceeds of a special tax imposed by the city or library district. These requirements, until January 1, 2019, would include, but not be limited to, publishing notice of the contemplated action in a specified manner, clearly demonstrating that the contract will result in actual overall cost savings to the city or library district for the duration of the entire contract, as specified, prohibiting the contract from causing existing city or library district employees to incur a loss of employment or specified benefits or an involuntary transfer, and imposing specified requirements on contracts for library

**ITEM 6.1**

services in excess of \$100,000 annually. The bill would also provide that its provisions do not preclude a city, library district, or local government from adopting more restrictive rules regarding the contracting of public services, and would prohibit its provisions from applying to contracts between a city or library district and a nonprofit organization if specified requirements are met.

**AB 1105** – *Signed into Law by the Governor.*

Existing law authorizes the Santa Clara Valley Transportation Authority (VTA) to conduct, administer, and operate a value pricing high-occupancy toll (HOT) lane program on 2 corridors included in the high-occupancy vehicle lane system in Santa Clara County. This bill would provide that such a HOT lane established on State Highway Route 101 may extend into San Mateo County as far as the high-occupancy vehicle lane in that county existed as of January 1, 2011, subject to agreement of the City/County Association of Governments of San Mateo County. This bill contains other related provisions and other existing laws.

**AB 1164** - *Not yet acted upon by the Governor at the time of this writing.*

Existing law generally provides for programming and allocation of state and federal transportation capital improvement program funds pursuant to the state transportation improvement program process administered by the California Transportation Commission. This bill would enact similar provisions authorizing the department, until September 30, 2015, to make loans from the State Highway Account of other specified federal transportation funds to fund bond-funded projects pursuant to the Highway Safety, Traffic Reduction, Air Quality, and Port Security Bond Act of 2006, if the department has determined the loans will not impact the funding of other programs or projects, as specified, and only under circumstances in which federal funds might otherwise be lost, as specified. The bill would appropriate those federal transportation funds in the State Highway Account for these purposes and would require those funds to be obligated to fund the bond-funded projects, as specified. The bill would require the loans to be repaid to the State Highway Account within 3 years from the proceeds of bonds sold pursuant to the bond act and would provide for the appropriation of those repaid funds to the department for use on projects in the state highway operation and protection program or the local assistance program, as specified. The bill would require the department to report to the Joint Legislative Budget Committee each year that federal transportation funds are loaned pursuant to these provisions. This bill contains other existing laws.

**SB 582** – *Vetoed by the Governor (Veto Message shown in Attachment A).*

Existing law requires transportation planning agencies to undertake various transportation planning activities, including preparation of a regional transportation plan. Existing law requires transportation planning agencies that are designated under federal law as metropolitan planning organizations to include a sustainable communities strategy as part of the regional transportation plan for their region. Existing law creates air quality management districts and air pollution control districts with various responsibilities relative to reduction of air pollution. This bill, beginning on January 1, 2013, subject to certain exceptions, would authorize a metropolitan planning organization jointly with the local air quality management district or air pollution control district to adopt a commute benefit ordinance that requires covered employers operating within the common area of the organization and district with a specified number of covered employees to offer those employees certain commute benefits. The bill would require that the

ordinance specify certain matters, including any consequences for noncompliance, and would impose a specified reporting requirement. The bill would provide for the 8 metropolitan planning organizations within the region served by a specified air district to adopt the ordinance only after the district first acts to adopt the ordinance. The bill would exclude from its provisions an air district with a trip reduction regulation initially adopted prior to the federal Clean Air Act Amendments of 1990 as long as it continues to have a regulation that allows trip reduction as a method of compliance. The bill would make its provisions inoperative on January 1, 2017.

Verbal updates of the Governor's actions with respect to the items above that he has not acted upon will be made at the C/CAG Board of Directors meeting. All other legislative measures being tracked by C/CAG have become two-year bills.

## **ATTACHMENTS**

- A. Governor's Veto Message



## ATTACHMENT A



OFFICE OF THE GOVERNOR

**AUG 01 2011**

To the Members of the California State Senate:

I am returning Senate Bill 582 without my signature.

This bill authorizes a regional planning organization, under certain conditions, to require businesses with 20 or more employees to offer commute benefits.

City and county governments already can mandate programs of this type—and some have.

While I support the goal of reducing vehicle trips, this bill would impose a new mandate on small businesses at a time of economic uncertainty.

Sincerely,

A handwritten signature in black ink that reads "Edmund G. Brown Jr." with a long, sweeping flourish at the end.

Edmund G. Brown Jr.

# C/CAG AGENDA REPORT

**Date:** October 13, 2011

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

**From:** Congestion Management and Environmental Quality Committee (CMEQ)

**Subject:** Approval of Resolution 11-54 to approve the Proposed 2012 State Transportation Improvement Program (STIP) for San Mateo County and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary. (Special voting procedures apply)

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve of of Resolution 11-54 to approve the Proposed 2012 State Transportation Improvement Program (STIP) for San Mateo County and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make modifications as necessary. (Special voting procedures apply)

## **FISCAL IMPACT**

None to the direct C/CAG budget.

## **SOURCE OF FUNDS**

The 2012 State Transportation Improvement Program (STIP) fund will come from State and Federal fund sources.

## **BACKGROUND/DISCUSSION**

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

The STIP is a five-year document adopted every two years that displays commitments of

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transportation funds for improving highway, transit, and other transportation systems. On June 22, 2011, Caltrans presented the draft STIP Fund Estimates for the five-year STIP period (FY 2012/13 through FY 2016/17) to the California Transportation Commission (CTC). The CTC adopted the estimate at their August 10, 2011 meeting.

The adopted 2010 STIP covered the period between FY 2009/10 through 2014/15. Funds previously programmed for highway and transit projects as adopted in the 2010 STIP are still committed.

Staff collaborated with the San Mateo County Transportation Authority (SMCTA) and Caltrans staff and recommend the Proposed Draft 2012 STIP as attached.

On August 18, 2011, the draft 2012 STIP was presented to the Congestion Management Technical Advisory Committee (TAC) for review. The TAC recommended approval of the proposed draft 2012 STIP.

On August 29, 2011, the draft 2012 STIP was presented to the Congestion Management and Environmental Quality Committee (CMEQ) for review. The CMEQ recommended approval of the proposed draft 2012 STIP.

On September 8, 2011 the draft 2012 STIP was presented to the C/CAG Board for approval. The C/CAG Board recommended approval of the proposed draft 2012 STIP.

Since the Board approved the draft 2012 STIP the following changes have been made.

- The numbers that were released earlier, based on the draft Fund Estimate, were inflated. It is expected that San Mateo County will be able to program approximately \$758,000 less from the original ~\$20.3 mil of funds added to the 2012 STIP. The reduced programming is directed to the Countywide ITS Project.
- SMCTA has requested a change to move the SR 1 Calera Parkway funds in one year from FY 14/15 to FY 13/14 to accommodate the current project schedule. This change was presented to the Board on September 8, 2011.
- \$1.9 million is moved from the Countywide ITS Project to Smart Corridors Project to complete funding for construction to the Santa Clara county line.
- \$700,000 for Daly City BART improvement project was advanced to FY 11/12 and is already allocated.
- \$1.471 million in design funds, added to Willow Interchange Reconstruction project, is moved out one year in keeping with the current schedule.

On September 15, 2011 the Proposed 2012 STIP, which included the changes above, was presented to the TAC for approval. The TAC recommended approval of the Proposed 2012

STIP.

On September 26, 2011 the Proposed 2012 STIP, including the changes above, was presented to the CMEQ for approval. The CMEQ recommended approval of the Proposed 2012 STIP.

Upon approval by the C/CAG Board, the Proposed 2012 STIP for San Mateo County will be forwarded to the Metropolitan Transportation Commission (MTC) for inclusion in the Bay Area regional STIP proposal. If approved by the MTC as scheduled in November 2011, the proposal will be forwarded to the California Transportation Commission (CTC) for approval in December 2011.

During the coming months, it is anticipated Bay Area-wide and statewide negotiations will take place regarding the exact amount of funds available for each county in each fiscal year. Staff requests that the C/CAG Board authorize the Executive Director to negotiate with MTC and CTC to make modifications as necessary.

**ATTACHMENT**

- Resolution 11-54
- Summary of Proposed 2012 STIP for San Mateo County



**RESOLUTION NO. 11-54**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY APPROVING THE PROPOSED 2012 STATE TRANSPORTATION IMPROVEMENT PROGRAM (STIP) FOR SAN MATEO COUNTY AND AUTHORIZE THE C/CAG EXECUTIVE DIRECTOR TO NEGOTIATE WITH THE METROPOLITAN TRANSPORTATION COMMISSION (MTC) AND CALIFORNIA TRANSPORTATION COMMISSION (CTC) TO MAKE MODIFICATIONS AS NECESSARY**

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

**WHEREAS**, the California Transportation Commission (CTC) has adopted the Fund Estimates for the 2012 State Transportation Improvement Program (STIP); and,

**WHEREAS**, the Fund Estimates for the San Mateo County 2012 STIP is \$2.274 million in Transportation Enhance (TE) funds and \$627K in Planning/Programming/Monitoring (PPM) funds; and,

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County to approve the San Mateo County Proposed 2012 State Transportation Improvement Program (STIP) and authorize the C/CAG Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make minor modifications as necessary.

**PASSED, APPROVED, AND ADOPTED THIS 13TH DAY OF OCTOBER 2011.**

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**Bob Grassilli, Chair**



**SUMMARY of PROPOSED 2012 STIP FOR SAN MATEO COUNTY**  
(\$1,000's)

| Lead Agency        | Rte   | PPNO    | Project   | Total         | (Info Only)<br>Prior Year | (Info Only)<br>11-12 | 12-13        | 13-14         | 14-15         | 15-16        | 16-17        |
|--------------------|-------|---------|---|---------------|---------------------------|----------------------|--------------|---------------|---------------|--------------|--------------|
| Caltrans           | 101   | 658B    | Auxiliary Lanes Segment 1, University to Marsh Road (CMIA)  | 9,172         | 9,172                     |                      |              |               |               |              |              |
| Caltrans           | 101   | 658C    | Auxiliary Lanes Segment 2, Embarcadero to University (CMIA)   | 5,049         | 5,049                     |                      |              |               |               |              |              |
| SMCTA              | 101   | 702A    | US 101/Broadway Interchange   | 23,218        | 4,218                     |                      |              | 19,000        |               |              |              |
| Caltrans           | 82    | 645C    | Menlo Park-Millbrae, interconnect signals, phase 2  | 7,331         | 7,331                     |                      |              |               |               |              |              |
| SMCTA              | 101   | 690A    | US 101/Willow interchange reconstruction  | 28,951        | 2,509                     | 4,500                | 20,471       | 1,471         | 20,471        |              |              |
| Caltrans           | 92    | 669B    | SR 92 Slow Vehicle Lane Improvements (grf)  | 13,563        | 1,023                     |                      |              |               | 12,540        |              |              |
| Caltrans           |       | 0700C   | Aux Lane Landscaping #700B- 2-yr plant establishment  | 33            |                           | 33                   |              |               |               |              |              |
| SMCTA/<br>Pacifica | 1     | 632C    | SR 1 Calera Parkway - Pacifica  | 6,900         |                           |                      |              | 6,900         | 6,900         |              |              |
| SMCTA/<br>Pacifica | 1     | 2140H   | Hwy 1 San Pedro Creek Bridge Replacement  | 3,000         |                           | 3,000                |              |               |               |              |              |
| San Mateo          | 92/82 | New     | Phase 1 of SR 92 Improvement from I-280 to US 101 - Construction of Operational Improvement at the SR 92/EI Camino Real Interchange - New | 5,000         |                           |                      |              |               |               |              | 5,000        |
| SM C/CAG           | 92    | New     | Phase 2 of SR 92 Improvement from I-280 to US 101 - Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity - New    | 2,411         |                           |                      |              |               |               | 2,411        |              |
| SM C/CAG           | VAR   | 2140E   | Countywide ITS Project  | 4,298         |                           |                      | 1,977        |               | 4,298         |              |              |
| SM C/CAG           | VAR   | 2140F   | Smart Corridor Segment (TLSP)   | 10,000        | 10,000                    |                      |              |               |               |              |              |
| SM C/CAG           | VAR   | 2140F/Q | Smart Corridor Segment (STIP) - Segment 3 to Santa Clara county line  | 12,977        | 11,000                    |                      | 1,977        |               |               |              |              |
|                    |       |         | <b>SUBTOTAL - HIGHWAY (2012/13 thru 2016/17):</b>   | <b>90,478</b> |                           |                      |              |               |               |              |              |
| JPB                |       | 2140J   | CalTrain San Bruno Ave Grade Separation (HSRCSA)  | 19,203        | 19,203                    |                      |              |               |               |              |              |
| BART               |       | 1003J   | Daly City BART station improvement, elevator, lighting  | 700           |                           | 900                  | 700          |               |               |              |              |
|                    |       |         | <b>SUBTOTAL - PTA ELIGIBLE (2012/13 thru 2016/17):</b>  | <b>700</b>    |                           | 200                  |              |               |               |              |              |
| SM C/CAG           |       |         | TE Reserve  | 5,964         | 200                       | 1,000                | 1,000        | 745           | 2,490         | 1,146        | 1,128        |
| SM County          |       |         | TE funded - County of San Mateo Bike lane (C/CAG TOD commitment)  | 200           | 200                       |                      |              |               |               |              |              |
| San Bruno          |       |         | TE funded - City of San Bruno ECR median (C/CAG TOD commitment)   | 779           | 779                       |                      |              |               |               |              |              |
| Half Moon Bay      |       |         | TE funded - City of Half Moon Bay, Rte 1 landscaping  | 223           | 223                       |                      |              |               |               |              |              |
| Brisbane           |       |         | TE funded - City of Brisbane Bayshore bike lane   | 803           | 803                       |                      |              |               |               |              |              |
| MTC                |       | 2140    | Planning, programming, and monitoring   | 382           |                           | 60                   | 60           | 62            | 64            | 67           | 69           |
| SM C/CAG           |       | 2140A   | Planning, programming, and monitoring   | 2,378         |                           | 690                  | 353          | 353           | 355           | 165          | 462          |
|                    |       |         | <b>Grand Total:</b>   | <b>78,285</b> |                           | <b>9,283</b>         | <b>4,561</b> | <b>26,315</b> | <b>27,678</b> | <b>3,789</b> | <b>6,659</b> |

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# C/CAG AGENDA REPORT

**Date:** October 13, 2011

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

**From:** Richard Napier, Executive Director

**Subject:** Review and approval of Resolution 11-55 authorizing the filing of an application for \$2,411,000 in funding from the 2012 Regional Transportation Improvement Program (RTIP) for the Phase 2 of SR 92 Improvement from I-280 to US 101 Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity project.

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

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## **RECOMMENDATION**

That the C/CAG Board review and recommend approval of Resolution 11-55 authorizing the filing of an application for \$2,411,000 in funding from the 2012 Regional Transportation Improvement Program (RTIP) for the Phase 2 of SR 92 Improvement from I-280 to US 101 - Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity project.

## **FISCAL IMPACT**

None to the direct C/CAG budget.

## **SOURCE OF FUNDS**

The 2012 State Transportation Improvement Program (STIP) fund will come from State and Federal fund sources.

## **BACKGROUND/DISCUSSION**

Upon approval by the C/CAG Board, the 2012 STIP for San Mateo County will be forwarded to the Metropolitan Transportation Commission (MTC) for inclusion in the Bay Area regional STIP proposal.

The Phase 2 of SR 92 Improvement from I-280 to US 101 - Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity is a new project proposed for inclusion in the C/CAG adopted 2012 STIP. The Metropolitan Transportation Commission (MTC) requires that every new STIP project must be accompanied with an adopted "Resolution of Local Support" in order to file an application for STIP funding, using the

**ITEM 6.2.2**



MTC prescribed template. Resolution 11-55 will fulfill that requirement.

**ATTACHMENT**

- Resolution 11-55, including Part 2 assurances

## **RESOLUTION 11-55**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY  
ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)  
AUTHORIZING THE FILING OF AN APPLICATION FOR \$2,411,000 IN  
FUNDING FROM THE 2012 REGIONAL TRANSPORTATION IMPROVEMENT  
PROGRAM (RTIP) FOR THE PHASE 2 OF SR 92 IMPROVEMENT FROM I-280  
TO US 101 -ENVIRONMENTAL STUDY FOR IMPROVEMENT AT THE SR 92/US  
101 INTERCHANGE VICINITY PROJECT**

**WHEREAS**, City/County Association of Governments (C/CAG) (herein referred to as “APPLICANT”) is submitting an application to the Metropolitan Transportation Commission (MTC) for \$2,411,000 in funding from the 2010 Regional Transportation Improvement Program (RTIP) for the Phase 2 of SR 92 Improvement from I-280 to US 101 - Environmental Study for Improvement at the SR 92/US 101 Interchange Vicinity project (herein referred to as “PROJECT” or “PROJECTS”) for the MTC 2010 RTIP, as authorized by MTC by Resolution No. 3928 (herein referred to as “PROGRAM”); and

**WHEREAS**, SB 45 (Chapter 622, Statutes 1997) substantially revised the process for estimating the amount of state and federal funds available for transportation projects in the state and for appropriating and allocating the available funds to these projects; and

**WHEREAS**, as part of that process, MTC is responsible for programming projects eligible for Regional Improvement Program funds, pursuant to California Government Code Section 14527(b), for inclusion in the RTIP, and submission to the California Transportation Commission, for inclusion in the State Transportation Improvement Program; and

**WHEREAS**, MTC will review and include, if approved, 2010 RTIP projects in the federal Transportation Improvement Program (TIP); and

**WHEREAS**, MTC has requested eligible transportation project sponsors to submit applications nominating projects to be programmed for Regional Improvement Program funds in the RTIP; and

**WHEREAS**, applications to MTC must be submitted consistent with procedures, conditions, and forms it provides transportation project sponsors; and

**WHEREAS**, APPLICANT is a sponsor of transportation projects eligible for Regional Improvement Program funds; and

**WHEREAS**, the RTIP Project Programming Request (PPR) form of the project application, attached hereto and incorporated herein as though set forth at length, lists the project, purpose, schedule and budget for which APPLICANT is requesting that MTC program Regional Improvement Program funds for inclusion in the RTIP; and

**WHEREAS**, Part 2 of the project application, attached hereto and incorporated herein as though set forth at length, includes the certification by APPLICANT of assurances required by SB 45 in order to qualify the project listed in the RTIP project nomination sheet of the project application for programming by MTC; and

**WHEREAS**, as part of the application for 2010 RTIP funding, MTC requires any resolution adopted by the responsible implementing agency to state that the project will comply with the procedures specified in the “Timely Use of Funds Provisions and Deadlines” (MTC Resolution No. 3928, Attachment 1, Pages 14-15, and as may be further amended).

**NOW, THEREFORE, BE IT RESOLVED**, that APPLICANT approves the assurances set forth in Part 2 of the project application, attached to this resolution; and be it further

**RESOLVED**, that APPLICANT will comply with the provisions and requirements of the “Timely Use of Funds Provisions and Deadlines” (MTC Resolution No. 3928, Attachment 1, Pages 14-15, and as may be further amended), that PROJECT will be implemented as described in the complete application and in this resolution and, if approved, for the amount programmed in the MTC federal TIP, and that APPLICANT and PROJECT will comply with the requirements as set forth in the 2010 RTIP Policies and Procedures (MTC Resolution No. 3928); and therefore be it further

**RESOLVED**, that APPLICANT has reviewed the project and has adequate staffing resources to deliver and complete the project within the schedule set forth in the RTIP Project Programming Request (PPR) form of the project application, attached to this resolution; and be it further

**RESOLVED**, that APPLICANT is an eligible sponsor of projects in the State Transportation Improvement Program; and be it further

**RESOLVED**, that APPLICANT is authorized to submit an application for State Transportation Improvement Program funds for PROJECT; and be it further

**RESOLVED**, that there is no legal impediment to APPLICANT making applications for Regional Improvement Program funds; and be it further

**RESOLVED**, that there is no pending or threatened litigation which might in any way adversely affect the proposed PROJECT, or the ability of APPLICANT to deliver such PROJECT; and be it further

**RESOLVED**, that APPLICANT authorizes its Executive Director, General Manager, or designee to execute and file an application with MTC to program Regional

Improvement Program funds into the RTIP, for the projects, purposes and amounts included in the project application attached to this resolution; and be it further

**RESOLVED**, that a copy of this resolution shall be transmitted to MTC in conjunction with the filing of the APPLICANT application referenced herein.

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Bob Grassilli, Chair



## Part 2: Certification of Assurances

The implementing agency certifies that the project for which Regional Improvement Program funding is requested meets the following project screening Criteria. Please initial each.

1. The project is eligible for consideration in the RTIP. Pursuant to Streets and Highways Code Section 164 (e), eligible projects include improving state highways, local roads, public transit, intercity rail, pedestrian, and bicycle facilities, and grade separation, transportation system management, transportation demand management, soundwall projects, intermodal facilities, and safety. RM
2. For the funds requested, no costs have/will be incurred prior to adoption into the STIP by the CTC. RM
3. A Project Study Report (PSR) or PSR equivalent has been prepared for the project. RM
4. The project budget included in Part 2 of the project application reflects current costs updated as of the date of application and escalated to the appropriate year. RM
5. The project is included in a local congestion management program (CMP). (Note: For those counties that have opted out of preparing a CMP in accordance with Government Code Section 65088.3, the project must be consistent with the capital improvement program adopted pursuant to MTC's funding agreement with the countywide transportation planning agency.) RM
6. The year of funding for any design, right-of-way and/or construction phases has taken into consideration the time necessary to obtain environmental clearance and permitting approval for the project. RM
7. The project (environmental study) is fully funded. RM
8. For projects with STIP federal funds, the implementing agency agrees to contact Caltrans and schedule and complete a field review within six months of the project being adopted or amended into the TIP. RM
9. For STIP construction funds, the implementing agency agrees to send a copy of the Caltrans LPP 01-06 "Award information for STIP Projects – Attachment A" to MTC and the CMA, upon award. RM
10. The implementing agency agrees to be available for an audit of STIP funds, if requested. RM

The implementing agency also agrees to abide by all statutes, rules and regulations applying to the State Transportation Improvement Program (STIP) and to follow all requirements associated with the funds programmed to the project in the STIP. RM

These include, but are not limited to:

1. Environmental requirements: NEPA standards and procedures for all projects with Federal funds; CEQA standards and procedures for all projects programmed with State funds.
2. California Transportation Commission (CTC) requirements for transit projects, formerly associated with the Transit Capital Improvement (TCI) program. These include rules governing right-of-way acquisition, hazardous materials testing, and timely use of funds.

3. Federal Transit Administration (FTA) requirements for transit projects as outlined in FTA regulations and circulars.
4. Federal Highway Administration (FHWA) and Caltrans requirements for highway and other roadway projects as outlined in the Caltrans Local Programs Manual.
5. Federal air quality conformity requirements, and local project review requirements, as outlined in the adopted Bay Area Conformity Revision of the State Implementation Plan (SIP).