

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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BOARD MEETING NOTICE

Meeting No. 203

- DATE:** Thursday, June 12, 2008
- TIME:** 7:00 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.

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA
Note: Public comment is limited to two minutes per speaker.
- 3.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS
- 3.1 Review and approval of Resolution 08-24 expressing appreciation to Arne Croce, City Manager of the City of San Mateo, for his years of dedicated services and contribution to C/CAG. p. 1
- 4.0 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.
- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 202 dated May 8, 2008.
ACTION p. 5
- 4.2 Review and approval of the revised El Camino Real Incentive Program Planning Grant process.
ACTION p. 11

- 4.3 Review and approval of Resolution 08-25 authorizing the C/CAG Chair to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000. ACTION p. 19
- 4.4 Review and approval of Resolution 08-26 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multimodal Transportation Corridor Plan. ACTION p. 29
- 4.5 Review and approval of Resolution 08-32 authorizing the C/CAG Chair to execute an agreement with Bottomley Associates for the Context Sensitive Design Practice & Guidelines and the Multi-Modal Access Strategy in an amount not to exceed \$140,692, with \$0 net cost to C/CAG, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement. ACTION p. 57
- 4.6 Review and approval of Resolution 08-28 authorizing the C/CAG Chair to execute a Technical Consultant Contract with San Mateo County Division of Environmental Health for a cost of \$311,320 for support of the Countywide Water Pollution Prevention Program in Fiscal Year 2008-09. ACTION p. 77
- 4.7 Review and approval of Resolution 08-29 authorizing the C/CAG Chair to execute an amendment to the Technical Consultant Contract with Eisenberg, Olivieri, and Associates Inc. to approve 2008-09 costs of \$632,000 for support of the Countywide Water Pollution Prevention Program. ACTION p. 93
- 4.8 Status report on the 2008 State Transportation Improvement Program (STIP) for San Mateo County. INFORMATION p. 111
- 4.9 Review and approval of Resolution 08-31 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between C/CAG and the San Mateo County Department of Public Works to provide matching funds in an amount not to exceed \$30,000 for a Resource Conservation Specialist position to support the San Mateo County Energy Strategy. ACTION p. 115
- 4.10 Review and accept the list of projects for the second submittal to the Metropolitan Transportation Commission (MTC) for consideration in the Regional Transportation Plan (RTP). ACTION p. 121

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.

5.0 REGULAR AGENDA

- 5.1 Review and approval of C/CAG Legislative priorities, positions and Legislative update. ACTION p. 133
(A position may be taken on any legislation, including legislation not previously identified.)
- 5.2 Review and approval of Cooperative Agreement and Status Report for the San Mateo County Smart Corridors project.
- 5.2.1 Status report on funding for the Smart Corridors project. INFORMATION p. 135

- 5.2.2 Review and approval of Resolution 08-30 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the Project Approval/Environmental Document (PA/ED) phase of the San Mateo County Smart Corridors project. ACTION p. 137
- 5.3 Review and approval of Resolution 08-22 approving the C/CAG 2008-09 Program Budget and Fees. ACTION p. 163
- 6.0 COMMITTEE REPORTS
 - 6.1 Committee Reports (oral reports).
 - 6.2 Chairperson's Report.
- 7.0 EXECUTIVE DIRECTOR'S REPORT
- 8.0 COMMUNICATIONS - Information Only
 - 8.1. Letter from Henry L. Gardner, Association of Bay Area Governments, to Duane Bay, Director, Department of Housing, and Richard Napier, Executive Director C/CAG, dated 5/21/08. Re: Praise for C/CAG and San Mateo County 's success in the Regional Housing Need Allocation as a sub-region. p. 191

Next scheduled meeting: August 14, 2008 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 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

June 4, 2008 2020 Peninsula Gateway Corridor Study TAC - Menlo Park City Hall - 2:00 p.m.
June 11, 2008 2020 Peninsula Gateway Corridor Study PAC - Menlo Park City Hall - 4:00 p.m.
June 12, 2008 Legislative Committee - SamTrans 2nd Floor Auditorium - 5:30 p.m.
June 12, 2008 C/CAG Board - SamTrans 2nd Floor Auditorium - 7:00 p.m.
June 19, 2008 CMP Technical Advisory Committee - SamTrans 2nd Floor Auditorium - 1:15 p.m.
July 17, 2008 CMP Technical Advisory Committee - SamTrans 2nd Floor Auditorium - 1:15 p.m.
June 17, 2008 NPDES Technical Advisory Committee – Redwood City - 10:00 a.m.
July 15, 2008 NPDES Technical Advisory Committee – Menlo Park - 10:00 a.m.
June 26, 2008 Airport Land Use Commission - Millbrae City Hall - Council Chambers - 4:00 P.M.
June 26, 2008 Bikeways and Pedestrian Advisory Committee - San Mateo City Hall -Conference Room C - 7:00 p.m.
June 30, 2008 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
July 28, 2008 CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
August 4, 2008 Administrators' Advisory Committee - 555 County Center, 5th Fl, Redwood City - Noon

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board of Directors
From: Richard Napier - C/CAG
Subject: Review and approval of Resolution 08-24 Expressing Appreciation to Arne Croce, City Manager of the City of San Mateo, for his years of dedicated services and contribution to C/CAG.

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

RECOMMENDATION

That the C/CAG Board adopt Resolution 08-24 honoring Arne Croce upon his retirement as the City Manager of the City of San Mateo.

FISCAL IMPACT

Not applicable.

SOURCE OF FUNDS

Not applicable.

BACKGROUND/DISCUSSION

Arne Croce has served as the City Manager of the City of San Mateo since February 26, 1990, and is retiring on June 17, 2008. Since the creation of C/CAG in 1990 Arne has been personally involved and was instrumental in the selection of C/CAG's first Executive Director. He has also made numerous contributions to San Mateo County, the Bay Area, and the State. Given this significant contribution it is suggested that the C/CAG Board adopt a resolution honoring Arne Croce.

ATTACHMENTS

Resolution 08-24.

ITEM 3.1

C/CAG

City/County Association of Governments
OF SAN MATEO COUNTY

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RESOLUTION 08-24

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG)
HONORING ARNE L. CROCE**

UPON HIS RETIREMENT AS THE CITY MANAGER FOR THE CITY OF SAN MATEO

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

Whereas, Arne L. Croce has served with distinction as the City Manager of the City of San Mateo for over eighteen years; and

Whereas, under Arne L. Croce's direction, the City of San Mateo has been instrumental in the development and growth of C/CAG by providing leadership and personal services; and

Whereas, Arne L. Croce has provided on going guidance to the C/CAG staff as an active member of the C/CAG Administrators' Advisory Committee; and

Whereas, Arne L. Croce has made numerous contributions to San Mateo County, the Bay Area, and the State.

Now, therefore, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Arne L. Croce for his years of dedicated public service, and for all of his hard work in making C/CAG a strong and viable Association serving all of the jurisdictions in San Mateo County.

Passed, approved, and adopted this 12th day of June 2008.

Deborah C. Gordon, Chair

C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY

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Meeting No. 202
May 8, 2008

1.0 CALL TO ORDER/ROLL CALL

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

James Janz - Atherton (7:18)
Sepi Richardson - Brisbane
Rosalie O'Mahony - Burlingame, San Mateo County Transportation Authority
Patricia Foster - East Palo Alto
Linda Koelling - Foster City
Bonnie McClung - Half Moon Bay
Tom Kasten - Hillsborough
Kelly Ferguson - Menlo Park
Paul Seto - Millbrae
Diane Howard - Redwood City
Irene O'Connell - San Bruno
Bob Grassilli - San Carlos
Carole Groom - San Mateo
Rose Jacobs-Gibson - County of San Mateo
Karyl Matsumoto - South San Francisco, San Mateo County Transit District

Absent:

Belmont
Colma
Daly City
Pacifica
Portola Valley
Woodside

Others:

Richard Napier, Executive Director - C/CAG
Sandy Wong, Deputy Director - C/CAG
Nancy Blair, Administrative Assistant - C/CAG
Michael Murphy, C/CAG - Legal Counsel
Tom Madalena, C/CAG Staff
John Hoang, C/CAG Staff
Matt Fabry, C/CAG Staff
Dave Carbone, C/CAG Staff
Brian Lee, San Mateo County - Public Works

ITEM 4.1

Duane Bay, Director, Department of Housing
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member
Onnalee Trapp, CMEQ Committee, League of Women Voters of San Mateo County
Steve Dworetzsky, BPAC Candidate
Gladwyn d'Souza, BPAC Candidate
Jerry Grace, Oakland

3.0 RESOLUTIONS OF APPRECIATION / PRESENTATIONS/ ANNOUNCEMENTS

Duane Bay, Director, Department of Housing received the 2008 NPH Affordable Housing Leadership Award for Distinguished Public Official.

4.0 CONSENT AGENDA

Board Member Richardson MOVED approval of Consent Items 4.1, 4.2, 4.3, 4.5, and 4.6.
Board Member Koelling SECONDED. **MOTION CARRIED** 14-0.

- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 199 dated March 13, 2008. APPROVED
- 4.2 Review and approval of the Minutes of Regular Business Meetings No. 200 and 201 dated April 10, 2008. APPROVED
- 4.3 Review and approval of the Revised Minutes of Regular Business Meeting No. 198 dated February 14, 2008. APPROVED
- 4.5 Review and appointment of three members to the Congestion Management Program (CMP) Technical Advisory Committee (TAC). APPROVED
- The Board appointed Karen Bormann - Belmont, Robert Ovardia - Daly City, and Steve Monowitz - San Mateo County (Planning).
- 4.6 Review and approval of Resolution 08-23 authorizing the C/CAG Chair to execute agreements between C/CAG and the San Mateo County Department of Housing for the Countywide Housing Element Update and Cooperative Pursuit of Housing Solutions. APPROVED

Item 4.4 was removed from the Consent Calendar.

- 4.4 Review and approval of the Fourth Cycle of the San Mateo County Transit Oriented Development Housing Incentive Program and adoption of resolutions of commitment to provide incentives to ten project sponsors for a total of \$3,000,000. APPROVED
- Review and approval of Resolution 08-12 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$203,000 incentive to the City of San Mateo for the Goodyear Site project as part of the 2008 Transit Oriented Development Housing Incentive Program.
 - Review and approval of Resolution 08-13 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$259,000 incentive to the City of San Mateo for the Delaware Place project as part of the 2008 Transit Oriented Development Housing Incentive Program.

- Review and approval of Resolution 08-14 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$93,000 incentive to the City of Daly City for the Mission & Westlake Mixed-Use project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-15 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$141,000 incentive to the City of Daly City for the Peninsula Habitat for Humanity project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-16 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$279,000 incentive to the City of Daly City for the American Senior Living - Monarch Village project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-17 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$355,000 incentive to the City of Millbrae for the Park Paradise project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-18 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$654,000 incentive to the City of San Bruno for the Parcels 3 & 4 Condominiums at the Crossing project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-19 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$114,000 incentive to the City of San Bruno for the Peninsular Plaza project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-20 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$649,000 incentive to the City of San Carlos for the San Carlos Transit Village project as part of the 2008 Transit Oriented Development Housing Incentive Program.
- Review and approval of Resolution 08-21 of the Board of Directors of the City/County Association of Governments of San Mateo County committing to program a \$253,000 incentive to the City of Menlo Park for the Derry Mixed-Use project as part of the 2008 Transit Oriented Development Housing Incentive Program.

Board Member Koelling would like to see the requirements be changed so all of the cities can be included, and not be limited to those located within 1/3 of a mile of a BART or Caltrain station or on El Camino Real/Mission Street.

Board Member Koelling **MOVED** approval of Item 4.4. Board Member O'Mahony **SECONDED. MOTION CARRIED** 15-0.

5.0 REGULAR AGENDA

- 5.1 Review and appointment of one public member to the Congestion Management and Environmental Quality (CMEQ) Committee.

APPROVED

The Board voted by ballot to elect Steve Dworetzsky to fill the one vacant public seat on the CMEQ Committee.

- 5.2 Review and approval of C/CAG Legislative priorities, positions and Legislative update.

INFORMATION

The status on key legislation is as follows:

SB 348 (Simitian) - C/CAG motor vehicle fee pilot program. This bill is not in print, should move in May 08, staff is collecting support letters from all the cities and the County.

SB 1325 (Kuehl) - Photo radar speed pilot program for the City of Beverly Hills (attempted to add the City of San Mateo in accordance with the C/CAG Board position). The bill failed 5-5 in Senate Transportation Committee with a pilot only for the city of Beverly Hills.

State Budget deficit is at \$20B. The May revise is set for 5/14/08.

Due to the State budget issues, there is minimal legislation activity.

- 5.3 Review and approval of Resolution 08-11 Authorizing the C/CAG Chair to Execute Grant Funding Agreements Totaling \$1,043,218 with the Cities of Belmont, Brisbane, Burlingame, Daly City, and ~~San Carlos~~ San Bruno for Sustainable Street and Parking Lot Demonstration Projects and Approving Issuance of a Second Call for Projects. **APPROVED**

A correction was made to the title and corresponding pages showing the City name should read San Bruno, not San Carlos.

Responding to the 12/07 Call for Projects, ten municipalities submitted 14 grant applications. The Grant Selection Work Group, in concurrence with the TAC, recommends the five cities (Belmont, Brisbane, Burlingame, Daly City, and San Bruno) receive grant funding for their Sustainable Street and Parking Lot Demonstration Projects. It was also recommended that a second Call for Projects be held in the next fiscal year.

Board Member O'Mahony **MOVED** approval in accordance with staff recommendation. Board Member Matsumoto **SECONDED**. **MOTION CARRIED** 15-0.

- 5.4 Initial draft, assumptions, and input on the C/CAG 2008-09 Program Budget and Fees. **INFORMATION**

The initial draft of the C/CAG 2008-09 Program Budget and Fees was provided to the Board. The complete budget, in detail, will be brought back to the June meeting for adoption.

- 5.5 Update on the 2020 Peninsula Gateway Corridor Study. **INFORMATION**

To date, study accomplishments include the establishment of potential project alternatives, and the preliminary review and identification of potential issues. The next steps will include performing outreach to stakeholders and development of a project action plan to implement selective project alternatives.

6.0 COMMITTEE REPORTS

- 6.1 Committee Reports (oral reports).

None.

- 6.2 Chairperson's Report.

None.

7.0 EXECUTIVE DIRECTOR'S REPORT

2/14/08, additional information was requested for Item 4.9 (Review and accept the Quarterly Investment Report as of December 31, 2007). Board Member Matsumoto had questioned why the graph *Historical Summary of Investment Portfolio* showed a huge rise in the total amount from June 07 to September 07?" After reviewing the records, the Executive Director explained the increase was due to:

1. Funds were received from invoicing the cities for the San Mateo County Congestion Relief Program (\$500,000) during the months of July and August 2007.
2. Funds received from the Motor Vehicle Fee.

3/13/08, the Board approved an agreement with Kimley-Horn to provide engineering services for the Smart Corridor study. A minor agreement, with no financial aspect, has to be executed with Caltrans showing they will work with C/CAG on this project. The agreement will then be sent to C/CAG's Legal Counsel, and to C/CAG's Chair for administration.

On 5/28 and 5/29/08, C/CAG's Executive Director and Deputy Director will pursue bond money by attending the CTC meeting in San Diego.

8.0 COMMUNICATIONS - Information Only

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

- 8.1 Letter from Deborah C. Gordon, C/CAG Board Chair, to Honorable Larry Franzella, Mayor, City of San Bruno, dated 3/27/08. Re: C/CAG Board Action on a Referral from the City of San Bruno - Airport/Land Use Compatibility Review of the *San Bruno General Plan Update January 2008*.
- 8.2 Letter from Deborah C. Gordon, C/CAG Board Chair, to Honorable Adrienne Tissier, President, San Mateo County Board of Supervisors, dated 3/27/08. Re: C/CAG Board Action on a Referral from the County of San Mateo - Airport/Land Use Compatibility Review of the *Draft Mid-Coast Local Coastal Program Update Project* that Includes a Portion of the Environs of Half Moon Bay Airport.
- 8.3 Letters from Deborah C. Gordon, C/CAG Board Chair, to Honorable Sheila Kuehl, Senate District 23, and Honorable Alan Lowenthal and Committee Members, Senate Transportation and Housing Committee, dated 4/18/08. Re: SB 1325 (Kuehl); Support If Amended.

9.0 MEMBER COMMUNICATIONS

None.

10.0 ADJOURN

The meeting adjourned at 8:30.

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board of Directors
From: Congestion Management and Environmental Quality Committee
Subject: Review and approval of the revised El Camino Real Incentive Program Planning Grant Process.

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

RECOMMENDATION

That the C/CAG Board of Directors review and recommend approval of the revised El Camino Real Incentive Program Planning Grant Process in accordance with staff recommendation.

FISCAL IMPACT

There will be up to \$700,000 of incentive funds available for completed plans.

SOURCE OF FUNDS

The program is included in the proposed 2008/2009 budget under the Congestion Relief Program.

BACKGROUND/DISCUSSION

The C/CAG El Camino Real Incentive Program Planning Grant Process was approved by the Board of Directors at the September 14, 2006 Board meeting. The objective of this program is to encourage cities and the County to take a look at the El Camino Real as it runs through their jurisdiction. As part of the original program, cities and the County were eligible to receive up to \$50,000 to complete a plan that studies the El Camino Real from city line to city line. At the time it was approved the program called for a horizon date of June 30, 2008 for the completion of planning studies. Staff had anticipated that there would have been more interest in the planning grant program earlier in the cycle.

The guidelines are being revised to address the change in the horizon date for the completion of planning documents as well as the eligibility of planning documents that study a portion of the El Camino Real. The horizon date is now being recommended to be extended to June 30, 2011. It is also recommended that the requirement to study 100% of the length of the El Camino Real as it runs through the jurisdiction be removed. Additionally, the CMEQ Committee recommended

ITEM 4.2

to modify the language in the guidelines such that the “must” requirements now read “should” under the section for what qualifies an acceptable plan to be eligible. At the May 19, 2008 CMEQ Committee meeting, the CMEQ Committee recommended the attached revised guidelines for approval.

Staff has recently received two letters of interest from the Cities of San Bruno and Millbrae for the El Camino Real Incentive Program. Both are for planning documents that cover a portion of the El Camino Real.

ATTACHMENTS

- Revised El Camino Real Incentive Program Planning Grant Process
- California Department of Transportation and City/County Association of Governments of San Mateo County Joint Principles for Improvement on El Camino Real

ALTERNATIVES

- 1) Review and recommend approval of the revised El Camino Real Incentive Program Planning Grant Process in accordance with staff recommendation.
- 2) Review and recommend approval of the revised El Camino Real Incentive Program Planning Grant Process in accordance with staff recommendation with modifications.
- 3) No action

El Camino Real Incentive Program Planning Grant Process

The purpose of studying El Camino Real is to examine the potential for increased housing in the County and to improve upon the mobility and "sense of place" along the corridor. C/CAG has a vested interest in seeing that this vital County thoroughfare has capacity preserved while the roadway itself is improved upon both in terms of safety and aesthetics. As the Congestion Management Agency, C/CAG hopes to foster insightful thinking about ways that this opportunity corridor can help in the reduction of congestion through increased mixed-use densities and transit usage along the El Camino Real. Once a city has an acceptable adopted plan, the city will also be eligible to apply for the C/CAG TOD Incentive Program for high-density (40 units or more per acre) housing projects anywhere along the El Camino Real within their city. The C/CAG Transit Oriented Development (TOD) Housing Incentive Program guidelines have been modified to enable high-density (40 units or more per acre) TOD housing projects that are on a frontage parcel of the El Camino Real to be eligible for the program.

The process for the El Camino Real incentive planning grants will be as follows:

1. There will be no formal call for applications, a jurisdiction along the El Camino Real in San Mateo County may submit a letter of intent asking for the money anytime during the grant period. Staff will inform jurisdictions of the revised program.
2. The end of fiscal year ~~07/08~~ 10/11 (June 30, 201108) is the horizon date for the planning grant incentive, but could be reauthorized in future fiscal years.

In order to be eligible the following conditions must be met:

1. To receive up to \$50,000 in planning grant incentive funds the jurisdiction must commit to study El Camino Real ~~from city line to city line.~~
2. There is a 50% match requirement.
3. The money will be available as a reimbursement and will only be available after the planning document is available in draft format.
 - a) Submit a draft of the plan and an invoice to receive up to \$50,000.
 - b) The plan and request for reimbursement must be completed by the end of fiscal year ~~07/08~~ 10/11 (June 30, 201108).

~~The process used to develop the document must include consideration of the entire stretch of El Camino Real in the jurisdiction, thereby making a conscious decision to change or not to change currently designated land uses, although no changes are required.~~

4. The plan must cover land use, transportation, and aesthetics and potential issues along the El Camino Real.

Each jurisdiction may use their own planning processes so that the plan meets their needs. All costs that can be proven and are within the grant period are eligible and the jurisdiction must submit the plan along with invoicing to receive the incentive funds.

Potential ways to implement a qualified planning process:

1. The jurisdiction can agree to host a planning workshop conducted by C/CAG staff. The cost of the C/CAG staff, the C/CAG Model consultant, and related materials do not count

against the funds that the jurisdiction is eligible to receive.

- a. Use of the PLACE3S Model in a workshop with the City Council, Board of Supervisors, and/or Planning Commission.
2. City/County staff conducts the planning process.
3. City/County hires consultant to conduct the planning process.
4. Jurisdictions can use any combination of 1, 2, or 3.
5. Planning process should be reviewed with C/CAG Staff to ensure that it meets the eligibility criteria.

What constitutes an acceptable plan to C/CAG to be eligible for the C/CAG grants?

1. The plan must conform to the adopted definition for El Camino Real (copy attached)
 - a. The plan ~~must~~ should look at the following:
 - i. Jobs
 - ii. Housing
 - iii. Proximity to transit (both fixed rail and bus)
 - iv. Possible densities to support transit
 - v. Current land uses and status of existing uses
 - b. The plan ~~must~~ should consider pedestrian and streetscape improvements along El Camino Real where appropriate
 - i. Implementation of improvements is not required.
 - ii. Potentially the plan could then be used in applications for regional funds through programs such as MTC's Transportation For Livable Communities and other local programs as they become available.
 - c. The plan ~~must~~ should consider land use options that will support multi-modal opportunities along El Camino Real
 - i. Improving upon pedestrian safety and increased transit usage are paramount to the improvement of the corridor.

~~Documentation for entire length being covered can come through meeting minutes or community workshops.~~

~~The plan must conform to the adopted transportation definition for El Camino Real.~~

~~The plan must look at the entire length of El Camino Real (all of the frontage of El Camino Real, the width of the corridor for the plan is up to the local jurisdiction).~~

2. The plan should consider higher density housing in the corridor such that the new densities could increase the viability of transit.
3. The plan should consider affordable housing.
4. The plan should consider amenities that encourage the use of transit by the elderly and the disabled.

For further information on the program please contact Tom Madalena.

City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
Tom Madalena
650-599-1460



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

**CALIFORNIA DEPARTMENT OF TRANSPORTATION (DEPARTMENT)
 AND CITY/ COUNTY ASSOCIATION OF GOVERNMENTS
 OF SAN MATEO COUNTY (C/CAG)
 JOINT PRINCIPLES FOR IMPROVEMENTS ON EL CAMINO REAL**

El Camino Real (ECR) in San Mateo County is a major thoroughfare that connects several downtowns/ communities in the County. El Camino Real Corridor provides an opportunity for improved community aesthetics, transit connections, mixed-use developments, and housing at various levels of densities. It is critical that the County and the cities along the El Camino Real Corridor preserve the transportation role of this important transportation corridor while they define its unique character within their community. The practices of context sensitivity as discussed in Caltrans policy and guidelines will be used in the application of design standards and project features along the Corridor. Any changes (land-use or transportation) that impacts El Camino Real should actively involve C/CAG and Caltrans through Context Sensitive Solutions as early in the process as possible.

Transportation

Mobility - Seek to optimize mobility on El Camino Real as a thoroughfare connecting communities from County line to County line. This includes mobility for multiple modes of transportation such as public transit, private and commercial vehicles, bicycles and pedestrians.

Through Capacity - Preserve the through capacity on El Camino Real to:

- a- Allow for future traffic increase due to population growth and increased housing densities.
- b- Allow for potential enhancements for Express Bus or Bus Rapid Transit including the capability of a possible dedicated bus lane. No land use or transportation project should reduce or eliminate a segment of El Camino Real from the potential for a dedicated bus lane.
- c- Facilitate Incident Management.

This means as a minimum:

- a- No elimination of through lanes.
- b- Must retain the current through lane footprint for transportation purposes only.
- c- Other actions that reduce capacity on El Camino Real must be evaluated under the C/CAG adopted traffic impact policies for the Congestion Management network. Changes found to have significant unmitigated traffic impacts under that policy will not be permitted.

This will enable the incremental development of El Camino Real to be consistent with and to not preclude the potential development of a long-term vision that may include housing and enhanced transit service in the El Camino Real Corridor.

JOINT PRINCIPALS ON EL CAMINO REAL (Continued)

Turning Capacity - Flexible. This will be primarily determined by operating characteristics and safety considerations on a location specific basis. Caltrans will work cooperatively with local cities and County. Changes must be evaluated using the C/CAG adopted traffic impact policies for the Congestion Management network. Changes found to have significant unmitigated traffic impacts under that policy will not be permitted.

Conversion of an existing third through lane to a left turning lane on a temporary or short term basis may be considered, provided that it is absolutely not possible to accommodate a turning lane through the use of other alternatives. The alternatives that must be used first to create the turning lane include the usage of available median space, reduction of lane widths, removal of parking, project mitigation (dedication of land), purchase of land, usage of other amenities, etc. Any proposed turning lane must retain the geometry and footprint of the through lane. A minimum of two through lanes in each direction of travel on El Camino Real must be preserved. If a proposed development causes the turning traffic to increase thereby causing a need for a turning lane the development should address and pay for the mitigation of this turning lane including consideration of prohibiting left turns. C/CAG and Caltrans must approve the conversion of the through lane to provide a left turn lane.

The sponsor must provide the traffic analysis that is acceptable to C/CAG and Caltrans or provide the funds for the study that will be managed by C/CAG and Caltrans. The analysis must show a significant benefit to the overall traffic flow at the intersection before the conversion of the through lane will be considered. A lane conversion may be revoked by C/CAG and Caltrans in the future in the event of increased through traffic demand or the establishment of a dedicated Bus Lane.

Transit - Fully consider development of Express Bus or Bus Rapid Transit including the possibility of a dedicated bus lane to increase the person throughput. Encourage transit ridership through easy and attractive pedestrian connection between the downtown centers and Caltrain/ BART stations through design, aesthetics, and special crosswalk treatments.

Land Use

El Camino Real is an opportunity for housing and mixed-use (with housing) developments especially in areas where there is easy access to transit (bus and rail). The needs of existing businesses and other uses along the Corridor must be fully considered as planning and development decisions take place. While there are many opportunities for redevelopment, it is recognized that ECR may still provide an appropriate location for many of the older, established, less attractive, though necessary uses.

Caltrans Flexibility

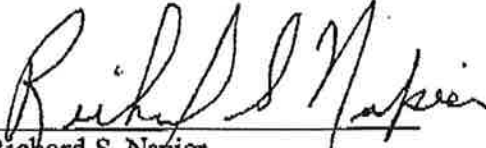
Caltrans will provide reasonable flexibility in the design standards as long as the basic transportation principles in this policy and safety are maintained. The practices of context sensitivity as discussed in Department policy and guidelines will be used in the application of design standards and project features along the Corridor. This includes consideration of safety, operational efficiencies and surrounding environment as well as community's vision and interests. Early consultation concerning the application


JOINT PRINCIPALS ON EL CAMINO REAL (Continued)

of Context Sensitive Solutions and regular public involvement will be the backbone of developing solutions that fit within the context of the environment.

Congestion Management Plan

These principles will be incorporated into the San Mateo County Congestion Management Program and as such will be a conformity issue.


Richard S. Napier
C/CAG Executive Director


Bijan Sartipi
Caltrans Director District IV

5/26/06
Date

5/26/06
Date

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 08-25 authorizing the C/CAG Chair to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000.

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

RECOMMENDATION

That the C/CAG Board of Directors review and approve Resolution 08-25 authorizing the C/CAG Chair to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000 in accordance with staff recommendation.

FISCAL IMPACT

There will be up to \$50,000 of incentive funds available for the completed plan.

SOURCE OF FUNDS

The program is included in the proposed 2008/2009 budget under the Congestion Relief Program.

BACKGROUND/DISCUSSION

Staff has recently received a letter of interest from the City of San Bruno for the El Camino Real Incentive Program. The City of San Bruno is currently working the San Bruno Downtown and Transit Corridors Specific Plan. The City of San Bruno has requested the El Camino Real Incentive Program planning funds for the completion of the public participation portion of the work for the Downtown and Transit Corridors Specific Plan.

The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

ITEM 4.3

ATTACHMENTS

- Resolution 08-25
- Agreement between the City/County Association of Governments and the City of San Bruno

ALTERNATIVES

- 1) Review and approve Resolution 08-25 authorizing the C/CAG Chair to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000 in accordance with staff recommendation.
- 2) Review and approve Resolution 08-25 authorizing the C/CAG Chair to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000 in accordance with staff recommendation with modifications.
- 3) No action

RESOLUTION 08-25

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE CITY OF SAN BRUNO FOR THE DOWNTOWN AND TRANSIT CORRIDORS SPECIFIC PLAN IN AN AMOUNT NOT TO EXCEED \$50,000.

WHEREAS, the Board of Directors of the City/County Association of Governments at its November 10, 2005 meeting approved the El Camino Real Incentive Program; and,

WHEREAS, one component of that Program is to provide financial incentives for jurisdictions to study the El Camino Real; and,

WHEREAS, the City of San Bruno has applied for the El Camino Real Incentive Program incentive funding; and,

WHEREAS, the C/CAG Board has reviewed the request for funding by the City of San Bruno and has determined that it is consistent with the El Camino Real Incentive Program; and,

WHEREAS, the Board of Directors of the City/County Association of Governments at its June 12, 2008 meeting approved an agreement with the City of San Bruno for the El Camino Real Incentive Program for an amount not to exceed \$50,000.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute a funding agreement with the City of San Bruno for the Downtown and Transit Corridors Specific Plan in an amount not to exceed \$50,000. The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND THE CITY OF
SAN BRUNO**

This Agreement entered this 12th Day of **June 2008**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and the City of San Bruno, hereinafter called "CITY."

W I T N E S S E T H

WHEREAS, C/CAG has established an El Camino Real Incentive Program; and

WHEREAS, the CITY was awarded \$50,000 to complete the City of San Bruno Downtown and Transit Corridors Specific Plan; and

WHEREAS, the CITY has until June 12, 2010 to complete the project; and

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

1. Services to be provided by CITY. The CITY must participate in the El Camino Real Incentive Program. To participate the CITY must complete the Downtown and Transit Corridors Specific Plan.
2. Payments. Upon receipt of the Downtown and Transit Corridors Specific Plan from the CITY indicating that the project is completed, C/CAG shall make payment to the CITY on a reimbursement basis for actual costs incurred in an amount up to fifty thousand dollars (\$50,000).
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. CITY shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of June 12, 2008 and shall terminate on June 12, 2010; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to CITY. Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CITY shall be paid for all services provided to the date of termination.

6. Hold Harmless/ Indemnity: CITY shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by CITY of its duties under this Agreement. C/CAG shall indemnify and save harmless CITY from all claims, suits or actions resulting from the performance by C/CAG of its duties 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: CITY or its subcontractors performing the services on behalf of CITY 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. CITY 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 CITY's coverage to include the contractual liability assumed by CITY pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

Liability Insurance: CITY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CITY, 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 CITY 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. CITY and its subcontractors performing the services on behalf of the Alliance shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Accessibility of Services to Disabled Persons. CITY, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in Exhibit A as working on this Agreement, CITY 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: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG.
12. Agreement Renewal. This Agreement may be renewed upon approval of the C/CAG Board of Directors.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CITY which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions.

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

14. Merger Clause. This Agreement 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. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

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

City of San Bruno

By _____

_____ Date

City of San Bruno Legal Counsel

By _____

City/County Association of Governments (C/CAG)

By _____

Deborah Gordon
C/CAG Chair

_____ Date

C/CAG Legal Counsel

By _____

Lee Thompson, C/CAG Counsel

Exhibit A

Scope of Work for Public Participation Request for C/CAG Planning Grant of \$50,000 City of San Bruno Downtown & Transit Corridors Plan

The proposed scope of work to be funded by the C/CAG Planning Grant include:

1. Project Steering Committee. Establish a Steering Committee to assist with the development of the Transit Corridors Plan by contributing a broad spectrum of knowledge of San Bruno, reviewing plan alternatives with the consultant and city staff and preparing for community workshops. Members of the Steering Committee would be identified in coordination with City staff. The Steering Committee would have up to 12 members, which would include representatives of the following groups:
 - Planning Commissioners
 - City Council Members
 - Residents
 - Property owners
 - Business owners
 - Community Organizations
 - San Bruno Chamber of Commerce
 - Regional Planning Organization (ABAG or C/CAG)
2. Project Website. Design a web-based project portal to bridge project management, public outreach and communications. This portal can be a central site for all relevant project information that is accessible to anyone, anywhere with an Internet connection, web browser and user name and password. This website can provide core tools allowing users to manage, search and share this information, including:
 - Document and media module to upload and download any document type (sound, images, video, text, spreadsheets, etc.)
 - News module to quickly post critical project information
 - Project management module to maintain contact information, automatically generate email notices, and manage group and user access privileges
 - Calendar module to track all project meetings and events
 - Discussion forum
 - Survey and polling module
 - Online interactive mapping module for communicating and dynamic querying of GIS and other data
3. Informational Kiosk. A variety of forms of communication will need to be used to ensure strong outreach to and input from the community. At the outset of the project, the MIG Team can create a Transit Corridors Plan information kiosk that can be placed in a prominent in the community (e.g., City Hall, public library, a prominent storefront, etc.). This stand-alone kiosk would have the latest plan information and graphics, postings for upcoming community forums, and mechanisms for obtaining input such as comment cards. Along with the website, this kiosk can be a valuable resource for the project, so that community members can always access information or provide feedback even if they miss community workshops or other sessions. Materials can be produced in Spanish as needed.
4. Spanish Translation. To reach traditionally underrepresented community members, such as San Bruno's Latino community, provide Spanish language planners, facilitators and graphics recorders at workshops, and prepare bilingual informational materials that can be posted on the City's website as well as distributed through local community-based organizations.

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Review and approval of Resolution 08-26 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multi-modal Transportation Corridor Plan.

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

RECOMMENDATION

That the C/CAG Board review and approve of Resolution 08-26 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multi-modal Transportation Corridor Plan in accordance with staff recommendation.

FISCAL IMPACT

The fiscal impact will be up to \$65,520 out of the Congestion Relief Program funds.

SOURCE OF FUNDS

The funds will be derived from the Congestion Relief Program.

BACKGROUND/DISCUSSION

C/CAG, the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transit District (SamTrans) partnered in October of 2006 for a Caltrans planning grant application for a Grand Boulevard Multi-modal Transportation Corridor Plan (Corridor Plan). The application was approved and a transportation-planning grant in the amount of \$299,178 was awarded by Caltrans for the development of the Corridor Plan.

The goal of the Corridor Plan is to facilitate development of a plan for improved transportation, with an emphasis on transit and land use in the El Camino Real Corridor (State Highway 82) from Daly City to San Jose's Diridon Station in support of smart growth. The Corridor Plan will guide the transformation of El Camino Real into a transit and pedestrian friendly, high-performing multi-modal arterial where all modes of transportation move efficiently and safely.

ITEM 4.4

The Corridor Plan will provide recommendations to improve transit options within the communities along the corridor and examine multi-modal opportunities and innovative approaches to achieve these solutions such as signal timing, signal prioritization, bus queue lanes, bulb-outs, countdown signals and the integration/interoperability of these systems to provide seamless transitions across jurisdictional boundaries.

The partner agencies have met to finalize the Memorandum of Understanding (MOU), scope of work, and budget for the plan. Attached is a copy of the MOU with the partner agencies that defines the roles of each agency for the completion of the tasks required to complete the plan. C/CAG's cash and in-kind contribution for the completion of the plan will be an amount up to \$65,520. The work on the Grand Boulevard Multi-modal Transportation Corridor Plan is scheduled to begin in June of 2008 and the plan is expected to be completed by October of 2009.

The attached MOU is in the final draft form and is subject to C/CAG Legal Counsel approval as to form. The Board will also authorize C/CAG staff to make changes to the agreement upon consultation with the San Mateo Transit District and the Valley Transportation Authority within the parameters of the study identified in this report.

ATTACHMENTS

- Resolution 08-26
- MOU between SamTrans, C/CAG, and VTA for the implementation of the Grand Boulevard Multi-modal Transportation Corridor Plan

ALTERNATIVES

- 1 - Review and approve of Resolution 08-26 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multi-modal Transportation Corridor Plan in accordance with staff recommendation.
- 2 - Review and approve of Resolution 08-26 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multi-modal Transportation Corridor Plan in accordance with staff recommendation with modifications.
- 3 - No action

RESOLUTION 08-26

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE A MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT, SANTA CLARA VALLEY TRANSPORTATION AUTHORITY, AND C/CAG TO PREPARE THE GRAND BOULEVARD MULTI-MODAL TRANSPORTATION CORRIDOR PLAN.

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, San Mateo County Transit District (SamTrans), and the Santa Clara Valley Transportation Authority (VTA) received A \$299,178 Caltrans Transportation Planning Grant to facilitate the development of a plan for improved transportation, with an emphasis on transit and land use on the El Camino Real Corridor from Daly City to San Jose's Diridon Station in support of smart growth; and

WHEREAS, SamTrans, VTA and C/CAG desire to enter into a Memorandum of Understanding (MOU) to specify each party's obligations regarding their local match commitments, work scope and other general provisions for implementation of the Corridor Plan; and

WHEREAS, Samtrans, VTA, and C/CAG have worked together to finalize the Memorandum of Understanding.

NOW, THEREFORE, BE IT RESOLVED that the Chair the Board of Directors of C/CAG is hereby authorized to execute a Memorandum of Understanding (MOU) between San Mateo County Transit District, Santa Clara Valley Transportation Authority, and C/CAG to prepare the Grand Boulevard Multi-modal Transportation Corridor Plan. The final draft MOU is attached hereto and will be reviewed and approved by C/CAG Legal Counsel as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN MATEO COUNTY TRANSIT DISTRICT,
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY ,
AND SANTA CLARA VALLEY TRANSPORTATION AUTHORITY
FOR THE IMPLEMENTATION OF THE
GRAND BOULEVARD MULTIMODAL TRANSPORTATION CORRIDOR PLAN**

This Memorandum of Understanding ("MOU"), dated _____, 2008, is entered into 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").

WHEREAS, the District has been designated by the Metropolitan Transportation Commission ("MTC") as the subgrantee of an FTA Section 5304 Caltrans Statewide Transit Planning Study Grant ("Grant") to fund the Grand Boulevard Multimodal Transportation Corridor Plan ("Corridor Plan"); and

WHEREAS, the Corridor Plan is a joint planning effort of the District, C/CAG and VTA under the Grand Boulevard Initiative; and

WHEREAS, the goal of the Corridor Plan is to facilitate development of a plan for improved transportation, with an emphasis on transit, and land use on the El Camino Real Corridor (State Highway 82) from Daly City to San Jose's Diridon Station in support of smart growth; and

WHEREAS, the Corridor Plan will guide the transformation of El Camino Real into a transit and pedestrian friendly, high-performing multimodal arterial where all modes of transportation move efficiently and safely, and will provide recommendations to improve transit options within the communities along the corridor and examine multimodal opportunities and innovative approaches to achieve these solutions such as signal timing, signal prioritization, bus queue lanes, bulb-outs, countdown signals and the integration/interoperability of these systems to provide seamless transitions across jurisdictional boundaries; and

WHEREAS, the District and the MTC have entered into a formal contract regarding the administration of the Grant for the Corridor Plan; and

WHEREAS, a local match is required for receipt of the Grant funds for the Corridor Plan; and

WHEREAS, the District, VTA and C/CAG have committed to provide local match in the form of in-kind services for the Corridor Plan as more specifically set forth below; and

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

AGREEMENT

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

1. **Scope of Work:** District, C/CAG and VTA will perform the necessary activities to develop and deliver a plan for improved transportation, with an emphasis on transit, and land use on the El Camino Real Corridor (State Highway 82) from Daly City to San Jose's Diridon Station, as specifically set forth in Attachment A, "Scope of Work" and within the estimated timeframe specified in Attachment C, "Estimated Project Schedule."

2. **Funding of Corridor Plan:**

- a. The District will be the primary recipient of the Grant funds in the amount of \$299,178.00 and will pass through funds to C/CAG and VTA as set forth in the Tasks below for consultant costs and for specified staff time (see Task 3), and according to the terms described in this MOU.
- b. The District, C/CAG, and VTA will provide local matches in the form of in-kind services, valued at \$70,484, \$65,520, and \$60,720, respectively, and as specifically set forth in Attachment B, "Project Budget."
- c. The District, VTA, and C/CAG will be the lead agencies for the Tasks as shown in the Organizational Chart, included in Attachment E.
- d. Specific Financial Obligations for the individual tasks will be as follows:
 - a) Task 0
C/CAG will provide a local match of \$2,720 and will submit a requisition to the District for this amount. VTA will provide a local match of \$2,720 and will submit a requisition to the District for this amount. The District will provide a local match of \$11,562 and will submit a requisition to the MTC for the total local match.
 - b) Task 1
C/CAG will provide a local match of \$1,920 and will submit a requisition to the District for this amount. VTA will provide a local match of \$1,920 and will submit a requisition to the District for this amount. The District will provide a local match of \$7,115 and will submit a requisition to the MTC for the total local match.
 - c) Task 2

C/CAG will provide a local match of \$28,400 and will contract with a consultant for \$62,987 in project work. C/CAG will submit separate requisitions to the District for these amounts. VTA will provide a local match of \$12,000 and will submit a requisition to the District for this amount. The District will provide a local match of \$8,338 and will submit requisitions to the MTC for the total local match and consultant costs.

d) Task 3

C/CAG will provide a local match of \$3,520 and will submit a requisition to the District for this amount. VTA will provide a local match of \$16,000 and will contract with a consultant for \$24,457 in project work. VTA will also provide \$23,120 in staff time in project work, which will be reimbursed with Grant funds. VTA will submit separate requisitions to the District for these amounts. The District will provide a local match of \$8,894 and will submit requisitions to the MTC for the total local match, VTA staff time, and consultant costs.

e) Task 4

C/CAG will provide a local match of \$16,000 and will contract with a consultant for \$55,800 in project work. C/CAG will submit separate requisitions to the District for these amounts. VTA will provide a local match of \$7,520 and will submit a requisition to the District for this amount. The District will provide a local match of \$14,675 and will submit a requisition to the MTC for the total local match and consultant costs.

f) Task 5

C/CAG will provide a local match of \$5,200 and will contract with a consultant for \$84,892 in project work. C/CAG will submit separate requisitions to the District for these amounts. VTA will provide a local match of \$6,320 and will submit a requisition to the District for this amount. The District will provide a local match of \$13,674 and will submit a requisition to the MTC for the total local match and consultant costs.

g) Task 6

C/CAG will provide a local match of \$6,000 and will contract with a consultant for \$24,187 in project work. C/CAG will submit separate requisitions to the District for these amounts. VTA will provide a local match of \$12,400 and will submit a requisition to the District for this amount. The District will provide a local match of \$3,113 and will submit a requisition to the MTC for the total local match and consultant costs.

h) Task 7

C/CAG will provide a local match of \$1,760 and will submit a requisition to the District for this amount. VTA will provide a local match of \$1,840 and will submit a requisition to the District for this amount. The District will provide a local match of \$3,113 and will contract with a consultant for \$23,735 in project

work. The District will submit requisitions to the MTC for the total local match and consultant costs.

3. **Accomplishment of the Corridor Plan**: The District, VTA and C/CAG shall accomplish the Corridor Plan through in-kind support in a timely and satisfactory manner, in conformance with the scope of work, budget and schedule contained as attachments to this MOU, and in compliance with the terms and conditions contained herein.

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

5. **Term**: This MOU is effective from the date the agreement is fully executed through September 30, 2010.

6. **Project Accounts, Funds and Costs**

a. **Accounts**: In conducting accounting activities, the District, VTA and C/CAG shall comply with provisions contained in 49 CFR Part 18.

b. **Allowable Costs**: The District shall reimburse VTA and C/CAG for those services and expenses required to perform the work in accordance with the project budget (Attachment B). Reimbursement shall be for consultant costs and staff costs as shown in the budget; in-kind contributions will not be reimbursed. Reimbursement shall be in accordance with the cost principles set forth in Office of Management and Budget Circular A-87, Revised, "Cost Principles Applicable for State, Local and Indian Tribal Governments."

c. **Record Retention and Access to Records**: The District, VTA and C/CAG agree to retain all books, records, accounts and reports directly pertinent to this MOU for a period of at least three (3) years from the end of the grant period in accordance with Generally Accepted Accounting Principles (GAAP).

MTC, FTA, the Comptroller General of the United States, Caltrans, the District, or their authorized representatives may access such records to make audits, examinations, excerpts or transcripts.

7. **Progress Reports**: The District will prepare and provide all reporting required by MTC, including narrative progress report to the MTC and Caltrans covering accomplishments during regular three month periods. The three-month reporting periods shall end December 31, March 31, June 30 and September 30.

VTA and C/CAG will prepare and send progress reports to the District two weeks prior to the date reports are required by the MTC and Caltrans. These periodic reports shall be in the format shown in Attachment D and address the questions outlined therein. Progress reports are deliverables under this MOU and, as such, must be reviewed and accepted by the District prior to approval and processing of reimbursement requisitions.

8. **Deliverable Work Products**

a. **Schedule:** The delivery date for each work product to be furnished under this MOU is shown in Attachment C.

b. **Technical Reports/Computer Files:** VTA and C/CAG shall deliver to the District four (4) copies of any technical reports or other items prepared under this MOU upon their completion.

c. **Ownership:** Subject to the provisions of Section 18 of the Federal Transit Master Agreement referred to above, all reports, drawings, plans, studies, memoranda, computation sheets and other documents assembled for or prepared by or for, or furnished to, the District, VTA and C/CAG under this MOU shall be the joint property of VTA, C/CAG and the District, and shall not be destroyed without the prior written consent of all three parties.

d. **Acknowledgment:** All published reports will contain a credit reference to FTA on the cover or title page.

9. **Requisitions:** VTA and C/CAG will prepare requisitions for reimbursement for services performed and/or expenses incurred under this MOU on a quarterly basis. Such requisitions will be signed by that agency's chief executive officer or a designated representative thereof. VTA and C/CAG will maintain records of payroll distribution, receipts, bills, and such other documentation as may be reasonably required by the District. Requisitions will be separated according to whether services performed contribute to the in-kind services provided by the agency or whether reimbursement by grant funds is sought for these services. In either case, requisitions will be accompanied by supporting documentation. Where work products and/or progress report are scheduled for delivery within a quarter, requisitions will be processed only after review and acceptance of such deliverables by the District. Assuming the documentation is clear and complete, requisitions submitted by the 10th day of the month will be paid within 30 days. The District may retain payment of the final requisitions by VTA and C/CAG until the District receives final reimbursement from the MTC.

10. **Changes:** Changes, amendments, or supplements to the MOU must be made in writing signed by all the parties.

11. **Indemnification:** 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 MOU. 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. District shall indemnify and hold harmless VTA and C/CAG, 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 District, its officers, employees, agents, or any of them, under or in connection with this MOU. District further agrees to defend, with counsel acceptable to the VTA 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 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 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 the District or C/CAG, their officers, employees, agents, and subgrantees, or any of them, under or in connection with this MOU. C/CAG further agrees to defend, with counsel acceptable to VTA and the District, 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 VTA or the District or any of the other individuals enumerated above in any such action, the District and C/CAG shall, at its expense, satisfy and discharge the same.

This section shall survive termination or expiration of the MOU.

12. Termination. Any party may terminate this MOU upon sixty (60) working days' prior written notice for any other party's failure to comply with the requirements of this MOU, including the terms and conditions applicable to the use or disbursement of the Grant funds. The terminating agency is responsible for its in-kind contribution up to the point of termination.

13. Civil Rights

a. Equal Employment Opportunity: In the performance of services under this Agreement, the District, VTA and C/CAG shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, religious creed, color, national origin, ancestry, age, physical handicap, medical condition, marital status or sex, in any manner prohibited by federal, state or local laws. VTA and C/CAG shall comply with applicable provisions of Executive Order 11246, as amended by Executive Order 1375, and as supplemented by Department of Labor regulations.

b. Title VI: The District, VTA and C/CAG agree to comply, and to assure compliance by subgrantees, with all the requirements imposed by Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d) and the regulations of the U.S. Department of Transportation issued thereunder, 49 CFR Part 21, incorporated herein by reference.

c. Disadvantaged Business Enterprises (DBE): It is the policy of MTC and the United States Department of Transportation to ensure nondiscrimination in the award and administration of DOT-assisted contracts and to create a level playing field on which disadvantaged business enterprises, as defined in 49 Code of Federal Regulations Part 26, can compete fairly for contracts and subcontracts relating to MTC's procurement and professional services activities.

The District, VTA and C/CAG shall not discriminate on the basis of race, color, national origin or sex in the performance of this contract. The District, VTA and C/CAG shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the District, VTA or C/CAG to carry out these requirements is a material breach of contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

14. State Energy Conservation Plan: The District, VTA and C/CAG shall comply with all mandatory standards and policies relating to energy efficiency that are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6321).

15. Debarment: The District, VTA and C/CAG certify that neither the agencies, nor any of their participants, principals or subcontractors is or has been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as they are defined in 49 CFR Part 29, by any Federal agency or department.

16. Clean Air and Water Pollution Acts: The District, VTA and C/CAG agree to comply with the applicable requirements of all standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. § 7501 *et seq.*), the Clean Water Act (33 U.S.C. § 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

17. Access Requirements for Individuals with Disabilities: The District, VTA and C/CAG agree to comply with all applicable requirements of the Americans with Disabilities Act of 1990 (ADA), 42 U.S.C. § 12101 *et seq.*; Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794; Section 16 of the Federal Transit Act, as amended, 49 U.S.C. § 5310(f); and their implementing regulations.

18. Lobbying: The District, VTA and C/CAG agree to comply with the restrictions on the use of federal funds for lobbying activities set forth in 31 U.S.C. § 1352 and 49 C.F.R. Part 20.

19. Drug-Free Workplace: The District, VTA and C/CAG must comply with the provision of the Government Code outlined in Section 8355, Drug-Free Workplace Certification Requirement.

20. General: The District, VTA and C/CAG 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 Federal Transit Administration (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(13), October 1, 2006) are each incorporated herein by reference as though set forth in full, and shall govern this Agreement except as otherwise provided herein. Those requirements imposed upon the District as a "grantee" or "subrecipient" are hereby imposed upon VTA and C/CAG, and those rights reserved by DOT, FTA or Government are hereby reserved by MTC.

All references to "Section 5304 funds" refer to FTA State Planning and Research Project funds provided under 49 United States Code Section 5304.

21. Dispute Resolution: The parties agree that any dispute arising from this MOU that is not resolved within 30 days by the parties' representatives responsible for the administration of this MOU will be set forth in writing to the attention of the District's Capital Programming and Grants Administrator, the District's project manager as set forth above, 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.

22. 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: Senior Planner, Emily Avery
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
Transportation & Congestion Management 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, California 94063

The address to which mailings 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.

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

24. Severability. If any term, covenant, condition or provision of this MOU, 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 MOU, 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 MOU on the dates set forth below.

**Santa Clara Valley
Transportation Authority**

By: _____
Michael T. Burns
General Manager

Date

APPROVED AS TO FORM:

Attorney for VTA

Date

San Mateo County Transit District

By: _____
Michael J. Scanlon
General Manager/CEO

Date

APPROVED AS TO FORM

Attorney for the District

Date

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

By: _____
Deborah C. Gordon
Chair

Date

APPROVED AS TO FORM:

Attorney for C/CAG

Date

ATTACHMENT A

Project Scope

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

TASK 1 Execute a Memorandum of Understanding (MOU) between the San Mateo County Transit District (SMCTD), VTA, and C/CAG and convene the Project Oversight Committee to finalize the scope, schedule and budget.

Task 1.1 Finalize scope, schedule and budget for Caltrans' and MTC's approval.

Task 1.2 Execute a Memorandum of Understanding between SMCTD, VTA and C/CAG that reflects the roles, responsibilities and levels of effort by each party to conduct the study.

Task 1.3 Convene a Project Oversight Committee to include at a minimum representatives for SMCTD, VTA, C/CAG and MTC and set a schedule for meetings and progress reports throughout the project.

DELIVERABLES:

1. MOU between SMCTD, VTA and CCAG
2. Minutes of Project Oversight Committee kick-off meeting (Meeting 1A)
3. Final scope, schedule and budget

B. WORK WITH THE CITIES AND COUNTIES ON EL CAMINO REAL TO ASSESS BOTH EXISTING AND PROJECTED TRANSPORTATION AND LAND USES ALONG THE CORRIDOR

TASK 2 Land Use and Transportation Analysis – Encourage, facilitate and incentivize the cities and the County to evaluate both transportation and land use options along El Camino Real with an emphasis on generating housing that supports linkages to transit. An overall goal is to provide a better link between land use and transportation along the corridor.

Task 2.1 Prepare a summary of local El Camino Real Corridor Plans generated by participating Cities and Counties. This summary will provide a foundation for subsequent tasks. In addition, review results to date from C/CAG's existing TOD and El Camino Real Incentive Programs and VTA's Community Design and Transportation (CDT) Program to identify changes taking place along the corridor.

Task 2.2 Model/Tools Development – Develop and refine base model and tools needed to facilitate the analysis of land use along El Camino Real. Further define baseline, moderate and enhanced land use and transit scenarios for model runs. Incorporate Santa Clara TAZ level of detail into the C/CAG model and complete calibration and validation.

Task 2.3 Land Use and Transportation Model Run and Analysis – Perform base model run using the C/CAG Travel Demand Forecasting Model with the existing land use and transportation network to provide the structural basis for analysis. Estimate projected No-Build 2030 transit ridership using the existing transit services in place. This base model will be developed and used to compare alternative build scenarios.

Task 2.4 Perform two to three build scenario model runs to estimate future transit service on the corridor. These model runs will include evaluating outcomes based on moderate housing and transit demand and enhanced housing and transit demand along the corridor. A total of three runs will be completed (baseline, moderate, and enhanced). The model runs should utilize a ¼ mile corridor study area as the catchment area for

transit passengers along the corridor. Estimate potential ridership for future transit service scenarios on the corridor.

- Task 2.5** Prepare a report on the results of the model run and analysis. These results will serve as the foundation for subsequent tasks.

DELIVERABLES:

1. Summary of local El Camino Real Corridor Plans for participating Cities and Counties.
2. Report on the existing and build scenarios model run analyses using the C/CAG Travel Demand Forecasting Model of the projected land use and transportation networks. This should include a summary of the population and employment growth for these areas through 2030/2035 based on ABAG Projections and VTA's and C/CAG's model databases.

C. IDENTIFY CURRENT AND DEFINE FUTURE TRANSIT SERVICE NEEDS FOR THE EL CAMINO REAL CORRIDOR TO MATCH PROJECTED JOBS AND HOUSING.

TASK 3 Determine the appropriate type and level of transit service needed along the El Camino Real corridor based on current and estimated future usage, including whether a cross-county market for bus transit service exists and transit standards.

Task 3.1 Obtain input regarding private and public party needs and related efforts for future transit service in the corridor from the Grand Boulevard Working Committee. Utilize ABAG job growth projections for employment patterns along El Camino catchment area which may affect transit ridership, including future employer shuttle services.

Task 3.2 Use the existing Market Segmentation analysis of VTA and SamTrans to identify the transit characteristics (e.g., on-board and off-board amenities) that correlate with the proposed mode types. Develop recommendations for the type(s) and level(s) of transit service that would meet the travel needs of these transit users. In addition, correlate transit service levels to target residential and commercial densities along the corridor, utilizing the 25-year horizon. Describe how this service would target the same or different market segments that Caltrain and VTA could serve.

Task 3.3 Analyze model run outputs to inform land use and transit service assessments. Incorporate VTA's transit sustainability policy thresholds as an example for setting density and ridership targets for transit service along the El Camino Real corridor. Identify any broad capital improvements needed to support transit service. Provide order-of-magnitude cost estimates for capital improvements.

Task 3.4 Work with VTA and SamTrans staff to develop options for improving cross-county coordination, including the operation, of transit service along El Camino Real.

Task 3.5 Prepare an outline and first draft of Technical Memorandum 1 documenting the findings and recommendations of Tasks 3.1 through 3.4. After the first draft is reviewed by VTA, SMCTD, and C/CAG, the second draft will be submitted and a presentation (one each) made to the Working Committee and Task Force.

Task 3.6 Prepare the second draft of Technical Memorandum 1 incorporating comments and other revisions based on comments from the Working Committee and Task Force. The second draft will be incorporated into the Draft Final Report (under Task 7).

DELIVERABLES:

1. First and second Draft Technical Memoranda on Transit Rider Characterization and Recommended Service (TM 1)
2. Presentations of Findings and Recommendations to the Working Committee and Task Force (Meetings 3A and 3B)

D. DEVELOP A STRATEGY FOR MULTI-MODAL ACCESS WITHIN THE CORRIDOR WHICH WILL ENCOURAGE TRANSIT USE, BICYCLING AND WALKING.

TASK 4 Develop a strategy for multi-modal access within the corridor, which will encourage transit use, bicycling, and walking.

- Task 4.1** Obtain input regarding private and public party needs and related efforts for all modes operating in the corridor from the Grand Boulevard Working Committee.
- Task 4.2** Conduct public outreach to get input on multimodal access needs along the corridor. This could take the format of a public workshop or a comparable outreach measure. Public outreach input will be utilized to assess corridor cities' operational, access, and multimodal service needs.
- Task 4.3** Utilizing existing conditions information on the various transportation modes, as well as VTA Community Design and Transportation (CDT) manual, develop a transportation network plan for accommodating multiple transportation modes within the corridor: vehicles, transit, freight, bicycles, and pedestrians. Utilize outcomes to date from C\CAG's El Camino Real Incentive Program, which will include predicted transportation impacts based on future land use changes and/or development, to develop a multi-modal strategy for transportation in the corridor. Incorporate other completed and ongoing planning and implementation efforts of C\CAG, VTA, SamTrans, Caltrans, the cities and the counties to identify gaps in the transportation network and identify where parallel routes are needed.
- Task 4.4** Develop a multimodal access strategy plan for the corridor. This could be accomplished by designating routes or zones for one or more modes, perhaps centered around "Activity Nodes" identified in the Grand Boulevard Existing Conditions Report and may translate to suggested physical improvements addressed in Task 4. This task should also integrate and be consistent with existing strategies such as the Community Design and Transportation (CDT) recommendations, bicycle access consistent with the bicycle plans for San Mateo and Santa Clara Counties, etc.. This task does not include intersection LOS analysis or high accident rates for the proposed plan. However, roadway segments with predicted high volume-to-capacity ratios and high accident rates should be taken into consideration when developing the plan so as not to "overburden" roadway segments that will be at or near capacity and address areas where there are high accident rates, especially areas where pedestrians and/or bicyclists are involved.
- Task 4.5** Prepare an outline and first draft of Technical Memorandum 2 documenting the findings and recommendations of Tasks 4.1 to 4.3, and based on the results of Task 2. After the first draft is reviewed by VTA, SamTrans, and C\CAG, the second draft will be submitted and a presentation (one each) made to the Working Committee and Task Force.
- Task 4.6** Prepare the second draft Technical Memorandum 2 incorporating comments and other revisions based on comments from the Working Committee and Task Force. The second draft will be incorporated into the Draft Final Report for (under Task 7).

DELIVERABLES:

1. First and second Draft Technical Memoranda on a multi-modal access strategy for El Camino Real (TM 2)
2. Presentations of Findings and Recommendations to the Working Committee and Task Force (Meetings 4A and 4B)

E. DEVELOP STRATEGIES AND RECOMMENDATIONS FOR FACILITATING CORRIDOR-WIDE COORDINATION CONCERNING THE DESIGN AND OPERATIONS OF THE EL CAMINO CORRIDOR.

TASK 5 Develop strategies and recommendations for facilitating corridor-wide coordination and streamlining of the design of El Camino Real/Mission Street.

- Task 5.1** Establish consensus on vision and thematic design elements among participating communities and agencies; summarize the vision and list of local community design elements identified through an interview process, possibly in matrix form.
- Task 5.2** In consultation with Caltrans, develop a series of prototypical sections and intersection designs, plan views, and compile photographs to illustrate and identify typical design features; e.g., intersection bulb-outs, on-street parking, medians and median landscaping, intersection crossings, ADA features, bike facilities, etc. Also incorporate VTA service design guidelines and Community Design and Transportation (CDT) Manual when identifying prototypical design features.
- Task 5.3** Incorporate potential future transit scenarios utilized in Task 2 of the Multimodal Corridor Plan into the prototypes.
- Task 5.4** Identify and discuss issues related to each design element and how it would be applied in varying circumstances.
- Task 5.5** Provide an overview of the Caltrans project development and review process; This process might entail developing example fact sheets for approval of design exceptions on a city-wide or multiple-segment basis where context and circumstances are similar (such as posted speed limit, existing and planned land uses, type and function of facility, presence and location of transit stops, existing and anticipated pedestrian activity, and other relevant factors).
- Task 5.6** Present planned and proposed projects on El Camino Real/Mission Street and develop one or two of these projects into case studies that describe how design issues were (or could be) addressed.
- Task 5.7** Prepare an outline and first draft of Technical Memorandum 3 documenting the findings and recommendations of Tasks 5.1 to 5.5. After the first draft is reviewed by VTA, SamTrans, and CACAG, the second draft will be submitted and a presentation (one each) made to the Working Committee and Task Force.
- Task 5.8** Prepare the second draft Technical Memorandum 3 incorporating comments and other revisions based on comments from the Working Committee and Task Force. The second draft will be incorporated into the Draft Final Report for (under Task 7).

DELIVERABLES:

1. Meeting with the Working Committee and Task Force to define needs and strategies for corridor wide improvements (Meetings 5A and 5B).
2. First and second Draft Technical Memoranda on Strategies and Recommendations for Facilitating Corridor wide Improvements and Operations (TM 3).
3. Presentations to the Working Committee and Task Force to present recommendations (Meetings 5C and 5D).

F. DEVELOP THE BASIS FOR AN AGREEMENT THAT IS ACCEPTABLE TO THE CONGESTION MANAGEMENT AGENCIES (VTA AND C/CAG) AND CALTRANS FOR OPERATING AND MANAGING THE CORRIDOR.

TASK 6 Develop management and policy best practices for overall operations and management of the corridor.

- Task 6.1** Develop policies related to the management of the corridor, taking into consideration input from the Grand Boulevard Working Committee.
- Task 6.2** Based on input from the Working Committee and Task Force, develop: a) cross-county service policy coordination best practices and b) infrastructure and implementation recommended best practices related to physical characteristics of the corridor. This could include but would not be limited to land use, density, transit service and facilities, parking supply and management, bicycle access, and streetscape and aesthetics.
- Task 6.3** Prepare an outline and first draft of Technical Memorandum 4 documenting the findings and recommendations of Tasks 6.1 to 6.3. This should include a matrix of policy oversight for the corridor. After the first draft is reviewed by VTA, SamTrans, and C/CAG, the second draft will be submitted and a presentation (one each) made to the Working Committee and Task Force.
- Task 6.4** Prepare the second draft and Draft Final Technical Memorandum 4 incorporating comments and other revisions based on comments from the Working Committee and Task Force. Comments from the Working Committee and Task Force will be incorporated into the Draft Final Report (under Task 7).

DELIVERABLES:

1. Matrix of Policy Oversight
2. First and second Draft Technical Memoranda on Recommended Corridor Management and Policy Framework (TM 4)
3. Presentation of Matrix and Recommendations to the Working Committee and Task Force (Meetings 6A and 6B)

G. SUMMARIZE THE PROCESSES, FINDINGS, AND RECOMMENDATIONS FROM EACH TASK IN A DOCUMENT THAT CAN BE USED AS A REFERENCE FOR GRAND BOULEVARD INITIATIVE PARTICIPANTS, STAKEHOLDERS, AND OTHER INTERESTED MEMBERS OF THE PUBLIC.

TASK 7 Preparation of a Draft and Final Report and Final Presentation

- Task 7.1** Prepare an outline and Draft Final Report and Action Plan based on the revised second draft Technical Memoranda 1-4 from Tasks 3.6, 4.5, 5.8, and 6.4. The Action Plan will identify key pilot projects which could include, but not be limited to examples such as: land use incentive programs, and/or land use and transportation scorecards that could be rolled into the larger Grand Boulevard Initiative progress report process. The Draft Final Report and Action Plan will be reviewed by VTA, SamTrans, and C/CAG and comments will be incorporated into the Final Report.
- Task 7.2** Present the Final Report and Action Plan and accompanying final presentation to the Working Committee and Task Force.
- Task 7.3** Conduct public presentations of the plan to interested constituencies in both counties and at the regional and state level.

DELIVERABLES

1. Final Report and Action Plan
2. Presentation to Working Committee and Task Force (Meetings 7A and 7B)
3. Public presentations to interested constituencies in Santa Clara and San Mateo counties and at the regional and state level.

ATTACHMENT B

Project Budget

WORK ITEMS	Total Consultant Cost	Total Staff Cost (VTA)	SamTrans In-Kind	C/CAG In-Kind	VTA In-Kind	Total IN-KIND	Total Cost
TASK 0: Project Refinement	\$ -	\$ -	\$ 11,562	\$ 2,720	\$ 2,720	\$ 17,002	\$ 17,002
TASK 1: Execute MOU	\$ -	\$ -	\$ 7,115	\$ 1,920	\$ 1,920	\$ 10,955	\$ 10,955
TASK 2: Conduct Transportation and Land Use Analysis	\$ 62,987	\$ -	\$ 8,338	\$ 28,400	\$ 12,000	\$ 48,738	\$ 111,725
TASK 3: Assess Current and Future Transit Ridership	\$ 24,457	\$ 23,120	\$ 8,894	\$ 3,520	\$ 16,000	\$ 28,414	\$ 75,991
TASK 4: Develop Multimodal Access Strategies	\$ 55,800	\$ -	\$ 14,675	\$ 16,000	\$ 7,520	\$ 38,195	\$ 93,995
TASK 5: Develop Corridor-Wide Design Coordination Strategies	\$ 84,892	\$ -	\$ 13,674	\$ 5,200	\$ 6,320	\$ 25,194	\$ 110,086
TASK 6: Develop Corridor Operations and Management Policy	\$ 24,187	\$ -	\$ 3,113	\$ 6,000	\$ 12,400	\$ 21,513	\$ 45,700
TASK 7: Prepare Final Reports and Presentations	\$ 23,735	\$ -	\$ 3,113	\$ 1,760	\$ 1,840	\$ 6,713	\$ 30,448
TOTALS	\$ 276,058	\$ 23,120	\$ 70,484	\$ 65,520	\$ 60,720	\$ 196,725	\$ 495,902

ATTACHMENT C

Project Schedule

Tasks	Estimated Completion
TASK 0: Project Refinement	April 2008
TASK 1: Execute MOU	May 2008
TASK 2: Conduct Transportation and Land Use Analysis	September 2008
TASK 3: Assess Current and Future Transit Ridership	December 2008
TASK 4: Develop Multimodal Access Strategies	February 2009
TASK 5: Develop Corridor-Wide Coordination Strategies	February 2009
TASK 6: Develop Corridor Operations and Management Policy	June 2009
TASK 7: Prepare Final Reports and Presentations	September 2009

ATTACHMENT D

Quarterly Progress Report Format

FY (e.g. 07/08) Quarter (e.g. 2nd-Oct., Nov., Dec.)

	Grant Funds	Total In-kind Local Match	Estimated % of Project Completed to Date	% of Total Amount Expended to Date
Total Authorized				
Funds Expended to Date			%	%
Balance Available				

1. Project status/general comments for the quarter (progress, problems encountered, products completed etc.)

2. Have any Scope of Work changes been made this quarter?

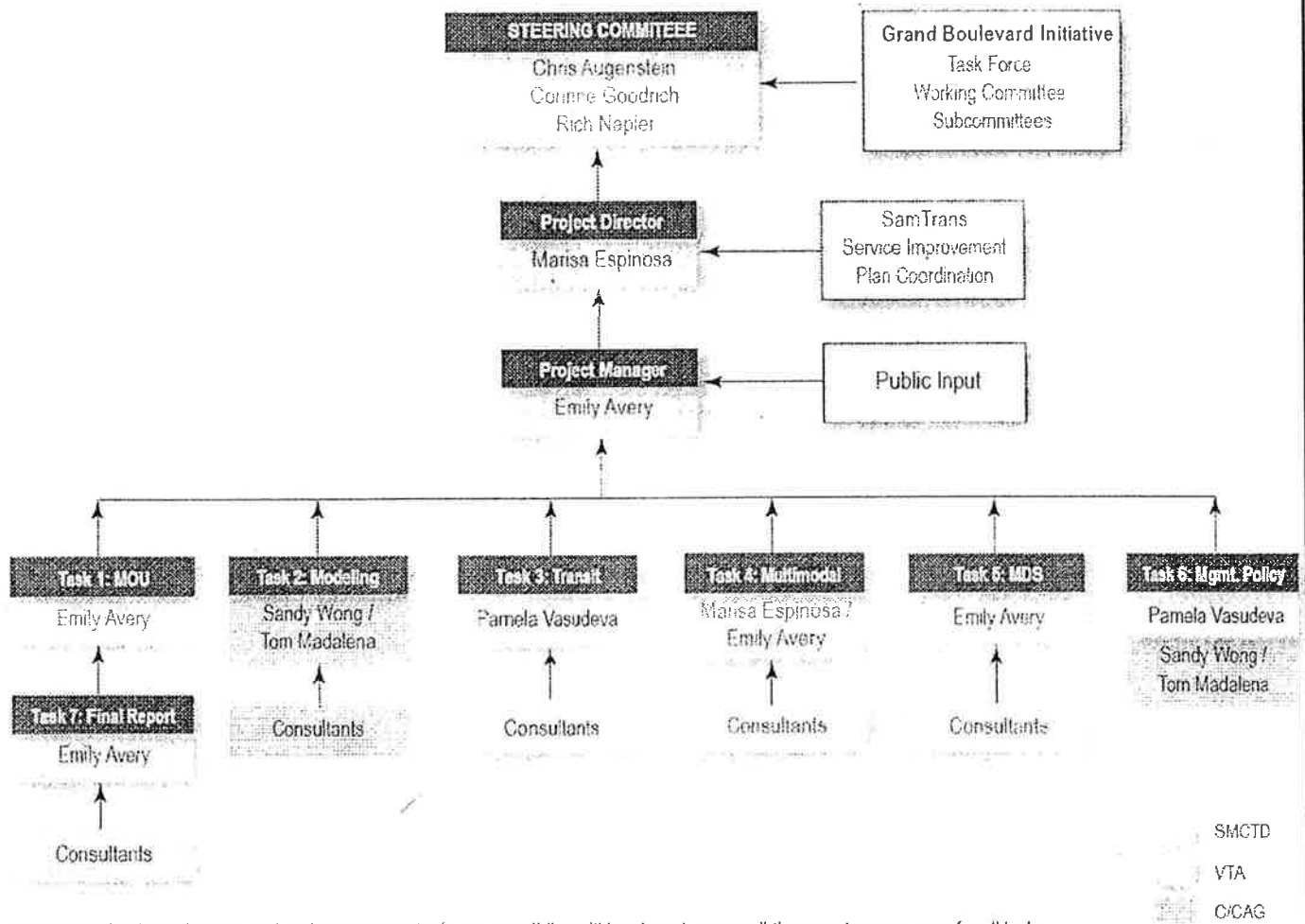
3. Has the Project end date been changed this quarter?

<i>Quarterly Report Prepared By:</i>	<i>Date:</i>
--------------------------------------	--------------

ATTACHMENT E

Organizational Chart

GBI Multimodal Transportation Corridor Plan: Organizational Chart



Note: Chart only designates the Lead Agency per task - responsibility will be shared among all three partner agencies for all tasks.

C/CAG AGENDA REPORT

Date: June 12, 2008

To: C/CAG Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 08-32 authorizing the C/CAG Chair to execute an agreement with Bottomley Associates for the Context Sensitive Design Practice & Guidelines and the Multi-Modal Access Strategy in an amount not to exceed \$140,692, with \$0 net cost to C/CAG, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement.

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

RECOMMENDATION

That the C/CAG Board review and approve of Resolution 08-32 authorizing the C/CAG Chair to execute an agreement with Bottomley Associates for the Context Sensitive Design Practice & Guidelines and the Multi-Modal Access Strategy in an amount not to exceed \$140,692, with \$0 net cost to C/CAG, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement.

FISCAL IMPACT

The fiscal impact will be up to \$140,692 out of the Congestion Relief Program funds. There will be \$0 net cost to C/CAG as the \$140,692 will be reimbursed by the planning grant.

SOURCE OF FUNDS

The funds will be derived from the approved El Camino Real Incentive Program under the Congestion Relief Program.

BACKGROUND/DISCUSSION

C/CAG, VTA and SamTrans partnered in October of 2006 for a Caltrans Planning Grant application for a Grand Boulevard Multi-modal Transportation Corridor Plan (Corridor Plan). The application was approved and a transportation-planning grant in the amount of \$299,178 was awarded by Caltrans for the development of the Corridor Plan.

ITEM 4.5

The goal of the Corridor Plan is to facilitate development of a plan for improved transportation, with an emphasis on transit and land use in the El Camino Real Corridor (State Highway 82) from Daly City to San Jose's Diridon Station in support of smart growth.

The partner agencies have met to finalize the MOU, scope of work, and budget for the plan. Samtrans has taken the lead on the project but all three agencies will have an equal stake in working on and completing the plan. A steering committee is in the process of being established and currently has members from the three partner agencies. It is anticipated that MTC staff will also have a seat on the steering committee. The planning document is expected to be completed by October of 2009.

C/CAG has taken the lead on contracting with a consultant for Task 4 and Task 5 in the attached Project Scope. These tasks involve establishing corridor-wide design coordination strategies and strategies for multi-modal access within the corridor which will encourage transit use, bicycling, and walking. For the technical work required to complete this task, staff is recommending that the consultant, Bottomley Associates, be retained. The attached agreement is for an amount not to exceed \$140,692 between C/CAG and Bottomley Associates for the completion of Task 4 and Task 5 as outlined in the attached Scope of Work. Work on this task is expected to begin in June of 2008 in order to keep the project on schedule.

The recommendation to use Bottomley Associates is being made based on their unique qualifications that will enable them to complete Task 4 and Task 5. Terry Bottomley is the Principal of Bottomley Associates, an urban design and city planning firm based in Oakland, California. Mr. Bottomley has over twenty years of planning experience, ranging from development master plans to construction drawings for streets public spaces. Beginning in 2004 he worked with Joint Venture: Silicon Valley Network on the "Main Street Silicon Valley" study to address the future of El Camino Real. For the completion of Task 4 and Task 5, Jim Daisa will be subcontracted through Bottomley Associates. Jim Daisa is a specialist at Kimley-Horn in the planning and design of pedestrian and transit-oriented communities, traffic calming and multi-modal street design. He was the project manager and primary author for the Institute of Transportation Engineers' recommended practice for "Context Sensitive Solutions in Designing Major Urban Thoroughfares for Walkable Communities."

The Scopes of Work for Bottomley Associates for Task 4 and Task 5 are included as Exhibit A to the agreement. This agreement will have a \$0 net cost to C/CAG. The Caltrans planning grant will reimburse C/CAG in an amount up to \$140,692.

The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

ATTACHMENTS

- Resolution 08-32
- Agreement between C/CAG and Bottomley Associates

ALTERNATIVES

- 1 - Review and approve of Resolution 08-32 authorizing the C/CAG Chair to execute an agreement with Bottomley Associates for the Context Sensitive Design Practice & Guidelines and the Multi-Modal Access Strategy in an amount not to exceed \$140,692, with \$0 net cost to C/CAG, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement in accordance with staff recommendation.
- 2 - Review and approve of Resolution 08-32 authorizing the C/CAG Chair to execute an agreement with Bottomley Associates for the Context Sensitive Design Practice & Guidelines and the Multi-Modal Access Strategy in an amount not to exceed \$140,692, with \$0 net cost to C/CAG, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement in accordance with staff recommendation with modifications.
- 3 - No action

RESOLUTION 08-32

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 BOTTOMLEY ASSOCIATES FOR THE CONTEXT SENSITIVE DESIGN PRACTICE & GUIDELINES AND THE MULTI-MODAL ACCESS STRATEGY IN AN AMOUNT NOT TO EXCEED \$140,692, WITH \$0 NET COST TO C/CAG, AND FURTHER AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO EXECUTE MINOR AMENDMENTS TO THE AGREEMENT.

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, San Mateo County Transit District (SamTrans), and the Santa Clara Valley Transportation Authority (VTA) received A \$299,178 Caltrans Transportation Planning Grant to study the future potential of the El Camino Real transportation corridor; and

WHEREAS, C/CAG has entered into a Memorandum of Understanding (MOU) with the San Mateo County Transit District (SamTrans) and the Santa Clara Valley Transportation Authority (VTA) to define the roles of the partner agencies for the completion of the Grand Boulevard Multi-modal Transportation Corridor Plan; and

WHEREAS, C/CAG together with the two aforementioned partners have determined that additional services are needed to complete Task 4 and task 5 of the Grand Boulevard Multi-modal Transportation Corridor Plan Scope of Work; and

WHEREAS, C/CAG and the partner agencies have selected Bottomley Associates to provide these specialized services.

NOW, THEREFORE, BE IT RESOLVED that the Chair the Board of Directors of C/CAG is hereby authorized to execute an agreement with Bottomley Associates for an amount not to exceed \$140,692. In accordance with C/CAG established policy, the Chair may administratively authorize up to an additional 5% of the total contract amount in the event that there are unforeseen costs associated with the project. The attached agreement is in the final draft form and is subject to C/CAG Legal Counsel approval as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

**AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND BOTTOMLEY
ASSOCIATES**

This Agreement entered this 12th Day of **June 2008**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency formed for the purpose of preparation, adoption and monitoring of a variety of county-wide state-mandated plans, hereinafter called "C/CAG" and Bottomley Associates Urban Design & City Planning, hereinafter called "CONSULTANT."

W I T N E S S E T H

WHEREAS, C/CAG, the Valley Transportation Authority (VTA) and the San Mateo County Transit District (SamTrans) received a \$299,178 transit planning grant from the California Department of Transportation (Caltrans); and

WHEREAS, the C/CAG, VTA, and Samtrans have executed a Memorandum of Understanding (MOU) for the completion of the Grand Boulevard Multi-modal Transportation Corridor Plan; and

WHEREAS, CONSULTANT has unique qualifications that enable them to complete Task 4 and Task 5 of the Grand Boulevard Multi-modal Transportation Corridor Plan Scope of Work; and

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

1. Services to be provided by CONSULTANT. The CONSULTANT shall complete Task 4 and Task 5 as described in Exhibit A.
2. Payments. In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit A, C/CAG shall make payment to the CONSULTANT, in an amount not to exceed one-hundred and forty thousand and six-hundred and ninety two dollars (\$140,692). Payments shall be made upon the receipt of monthly invoices.
3. Relationship of the Parties. It is understood that this is an Agreement by and between Independent Contractor(s) and is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Contractor.
4. Non-Assignability. CONSULTANT shall not assign this Agreement or any portion thereof to a third party without the prior written consent of C/CAG, and any attempted assignment without such prior written consent in violation of this Section automatically shall terminate this Agreement.
5. Contract Term. This Agreement shall be in effect as of June 12, 2008 and shall terminate on November 30, 2009; provided, however, the C/CAG Chairperson may terminate this Agreement at any time for any reason by providing 30 days' notice to CONSULTANT.

Termination to be effective on the date specified in the notice. In the event of termination under this paragraph, CONSULTANT shall be paid for all services provided to the date of termination.

6. Hold Harmless/ Indemnity: CONSULTANT shall indemnify and save harmless C/CAG from all claims, suits or actions resulting from the performance by CONSULTANT of its duties under this Agreement. C/CAG shall indemnify and save harmless CONSULTANT from all claims, suits or actions resulting from the performance by C/CAG of its duties 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: CONSULTANT or its subcontractors performing the services on behalf of CONSULTANT 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. CONSULTANT 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 CONSULTANT's coverage to include the contractual liability assumed by CONSULTANT pursuant to this Agreement. These Certificates shall specify or be endorsed to provide that thirty (30) days notice must be given, in writing, to C/CAG of any pending change in the limits of liability or of non-renewal, cancellation, or modification of the policy.

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

Liability Insurance: CONSULTANT shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect CONSULTANT, 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 CONSULTANT 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. CONSULTANT and its subcontractors performing the services on behalf of the Alliance shall not discriminate or permit discrimination against any person or group of persons on the basis or race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. Accessibility of Services to Disabled Persons. CONSULTANT, not C/CAG, shall be responsible for compliance with all applicable requirements regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. Substitutions: If particular people are identified in Exhibit A as working on this Agreement, CONSULTANT 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: Any system or documents developed, produced or provided under this Agreement shall become the sole property of C/CAG, VTA, and SamTrans.
12. Agreement Renewal. This Agreement may be renewed upon approval of the C/CAG Board of Directors.
13. Access to Records. C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of CONSULTANT which are directly pertinent to this Agreement for the purpose of making audit, examination,

excerpts, and transcriptions.

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

14. Merger Clause. This Agreement 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. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein, the terms, conditions or specifications set forth herein shall prevail.
15. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in the County of San Mateo, California.

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

Bottomley Associates Urban Design & City Planning

By _____
Terence Bottomley, Owner/Principal

Date

City/County Association of Governments (C/CAG)

By _____
Deborah C. Gordon
C/CAG Chair

Date

C/CAG Legal Counsel

By _____
Lee Thompson, C/CAG Counsel

EXHIBIT A

Grand Boulevard Initiative Multi-Modal Access Strategy Work Plan – 5/23/08

The work plan for the *Grand Boulevard Working Committee* is intended to fulfill Task 4 of the *Grand Boulevard Multimodal Transportation Corridor Plan*:

Task 4 “Develop a Strategy for Multi-Modal Access Within the Corridor Which Will Encourage Transit Use, Bicycling and Walking.”

Objectives are as follows:

- Confirm the elements of general corridor-wide vision for El Camino Real/Mission Street
- Identify existing vehicle, pedestrian, transit and bicycle plans and policies for the Corridor
- Develop consensus recommendations for general modal network roles within the Corridor
- Develop consensus recommendations for general modal access improvements within the Corridor

Overview

The work will gather and compile information from communities, counties, and transit agencies to identify issues, gaps, and opportunities for providing multi-modal access throughout the corridor. A “Transportation Network Concept” will be prepared, consisting of map/diagrams and outline text that outlines a vision for a “mode rich” corridor that supports local community access, urban design, and economic development goals, as well as corridor-wide mobility objectives. A “Multimodal Access Strategy” will be prepared that outlines the steps needed to achieve the Network Concept. It is anticipated that the Strategy will reflect the “nodes” and “boulevard links” approach to corridor planning identified in previous studies, and will dovetail with the “Context Sensitive Design Guidelines” prepared in accordance with Goal E of the *Transportation Corridor Plan*.

- **Transportation Network Concept and Framework**
 - Working within the concept of nodes and boulevard links and building upon VTA’s Community Design & Transportation guidelines, define and identify prototypical areas that represent distinct types of multimodal districts or corridors including:
 - Station area districts – mixed-use nodes within ½-mile of CalTrain or LRT
 - Walkable mixed-use districts – nodes outside rail station areas but served by transit
 - Residential neighborhood districts – nodes comprised predominantly of higher density residential
 - Employment districts – nodes comprised predominantly of office and other types of job-rich uses
 - Mixed-use corridors – boulevard segments surrounded by uses of varying densities and type served by transit
 - Develop multi-modal access street typologies that connect to El Camino Real (ECR) and prioritize various modes of access including criteria for identifying priority streets, typical

sections and design elements, and prototypical networks (based on actual locations within the ECR corridor) related to the multimodal districts and corridors described above emphasizing connectivity.

- Transit priority streets – connect ECR to rail stations, and parallel and cross bus routes.
 - Bike priority streets – consistent with County and City bike plans, parallel and alternative routes to ECR.
 - Pedestrian priority streets – primary pedestrian routes between ECR, rail stations, activity centers, and other parts of nodes.
 - Vehicle priority streets – streets that serve regional and sub-regional functions for local and longer distance mobility.
- Develop a **Multimodal Access Strategy** that provides guidance on:
 - Defining districts and corridors
 - Identifying modal priority streets
 - Design elements for each type of priority street
 - Development of connectivity and access plans
 - Outline and content of Typical Plan
 - Analysis required
 - Coordination/integration with other regional and local plans
 - References and resources
 - Prepare a **Pilot Connectivity and Access Plan (Optional Work Task)**
 - Work with local agencies and GBI working group to identify candidate areas and select one area for development of a pilot plan.
 - Develop pilot Connectivity and Access Plan

Outreach efforts undertaken in conjunction with the Design Guidelines will be expanded to obtain and incorporate input related to local access plans and goals. In particular, bicycling access issues, conditions, and existing and potential routes and typical improvements will be identified and addressed. An additional round of joint, 3 to 5 community meetings will be conducted to review the guidelines and the multi-modal access and design guidelines recommendations. It is anticipated that SamTrans staff will provide assistance with outreach and data gathering efforts, which could include additional follow-up meetings and/or web-based surveys.

The final technical memorandum will be a summary of findings and recommendations, with text bullets, tables, and graphics used to communicate in a simple and concise manner. It is assumed that this work, in conjunction with the Design Guidelines, will provide a basic, agreed-upon framework for transportation agencies and local communities to pursue policy, community development, and capital improvement efforts.

Task 1. Coordination with Grand Boulevard Working Committee

Obtain input regarding private and public party needs and related efforts for all modes operating in the corridor from the Grand Boulevard Working Committee.

Task 2. Public Outreach Efforts

Conduct public outreach to get input on multimodal access needs along the corridor. This could take the format of a public workshop or a comparable outreach measure. Public outreach input will be utilized to assess corridor cities' operational, access, and multimodal service needs.

Task 3. Multi-Modal Transportation Network Concept

Utilizing existing conditions information on the various transportation modes, as well as VTA Community Design and Transportation (CDT) manual, develop a transportation network plan for accommodating multiple transportation modes within the corridor: vehicles, transit, freight, bicycles, and pedestrians. Utilize outcomes to date from C\CAG's El Camino Real Incentive Program, which will include predicted transportation impacts based on future land use changes and/or development, to develop a multi-modal strategy for transportation in the corridor. Incorporate other completed and ongoing planning and implementation efforts of C\CAG, VTA, SamTrans, Caltrans, the cities and the counties to identify gaps in the transportation network and identify where parallel routes are needed.

Task 4. Multi-Modal Access Strategy

Develop a multimodal access strategy plan for the corridor. This could be accomplished by designating routes or zones for one or more modes, perhaps centered around "Activity Nodes" identified in the Grand Boulevard Existing Conditions Report and may translate to suggested physical improvements addressed in Task 4. This task should also integrate and be consistent with existing strategies such as the Community Design and Transportation (CDT) recommendations, bicycle access consistent with the bicycle plans for San Mateo and Santa Clara Counties, etc.. This task does not include intersection LOS analysis or high accident rates for the proposed plan. However, roadway segments with predicted high volume-to-capacity ratios and high accident rates should be taken into consideration when developing the plan so as not to "overburden" roadway segments that will be at or near capacity and address areas where there are high accident rates, especially areas where pedestrians and/or bicyclists are involved.

Task 5. Outline and Draft Technical Memorandum

Prepare an outline and first draft of Technical Memorandum 2 documenting the findings and recommendations of Tasks 4.1 to 4.3, and based on the results of Task 2. After the first draft is reviewed by VTA, SamTrans, and C\CAG, the second draft will be submitted and a presentation (one each) made to the Working Committee and Task Force.

Task 6. Final Technical Memorandum

Prepare the second draft Technical Memorandum 2 incorporating comments and other revisions based on comments from the Working Committee and Task Force. The second draft will be incorporated into the Draft Final Report for (under Task 7).

Deliverables:

1. First and second Draft Technical Memoranda on a multi-modal access strategy for El Camino Real (TM 2)
2. Presentations of Findings and Recommendations to the Working Committee and Task Force (Meetings 4A and 4B)

Tentative Schedule/Work Plan Outline***June 2008***

- Working Group Orientation Meetings (1)
- Prepare Draft and Final Work Plan

July

- Initial Corridor Cities Meetings/Interviews (3 – 4 meetings)
- Caltrans Coordination Meetings with Design Staff

August

- Prepare Initial Transportation Concept Recommendations
- Prepare Initial Access Strategy Recommendations

September - October

- Working Group Review/Revisions (1 meeting)
- Corridor Cities Meetings/Recommendations Review (3 – 4 meetings)

November - December

- Prepare Outline/Draft Technical Memorandum
- Committee and Task Force Presentations (2 meetings)

January 2009

- Working Group Review/Revisions (1 meeting)
- Prepare Revised/Public Distribution Draft *Multi-Modal Access Strategy*

February

- Final Revisions/Final *Multi-Modal Access Strategy* Document

Grand Boulevard Initiative

Context Sensitive Design Practice & Guidelines

Work Plan – 5/6/08

Overview

The work plan for the *Multimodal Design Standards Committee* is intended to fulfill Task 5 of the *Grand Boulevard Multimodal Transportation Corridor Plan*:

Task 5 “Develop strategies and recommendations for facilitating corridor-wide coordination and streamlining of the design of El Camino Real/Mission Street.”

The objectives of the *Multimodal Design Standards Committee* are as follows:

- Confirm the elements of a general corridor-wide vision for El Camino Real/Mission Street
- Identify common pedestrian-, transit- and bicycle-oriented streetscape elements to be accommodated within the right-of-way
- Establish consensus on vision and thematic design elements amongst participating communities and agencies
- Develop a document that provides design and procedural guidance on developing projects within the corridor, consistent with Caltrans requirements.

Work Tasks

The Work Tasks described below are based on Task 5 of the *Grand Boulevard Corridor Plan*. “Working Group” refers to the GBI Multimodal Design Standards Subcommittee.

Task 1: Communities Vision and Design Input

The *Design Guidelines* are intended to accommodate both the basic types of street improvements all of the corridor communities would like to make and those that may be more custom in nature. Representatives of individual communities would be contacted and background information would be obtained to verify the following information:

- Local vision for the corridor as indicated by its planning efforts to date, primarily those aspects of the vision that affect the design of the thoroughfare, those elements within the right of way.
- A listing of common design elements and design-related issues.

This background information will be categorized to develop:

- A bullet summary of the various visions in the form of alternative street sections and proto-typical intersection designs. This summary will address proposed number of travel lanes, transit, bicycles, pedestrians, parking, landscaping and general urban design within the right of way. Transit scenarios will be summarized based on the results of Task 3 of the Multimodal Corridor Plan.

- Develop a matrix of design elements that identifies the range of flexibility in Caltrans' standards and practice, and identifies issues of concern based on past experience with Caltrans. The matrix would divide El Camino Real into six discreet "typologies" or segments developed in Task 2. The matrix will include a breakdown of design elements/issues identifying those that require design exceptions and those that fall within existing Caltrans design standards.

This material would be reviewed and critiqued with the Working Group and with Caltrans engineering prior to preparation of the draft *Design Guidelines and Design Process Toolbox*.

There are 20 communities located along the El Camino Real Corridor, and it is assumed that four group meetings with representatives with these communities will be required to clarify local visions and street design recommendations. Ideally, it will possible for the planning team to meet with multiple jurisdictions at one time; see Task 4, below. These meetings will be coordinated through the Working Group and the GBI Working Committee.

Task 2. Initial Draft Design Guidelines

Design guidelines would be prepared to help local jurisdictions take their projects through to the permitting stage. Development of the design guidelines would include the following steps:

- 1) Summarize the vision and list of local community design elements identified in Task 1, possibly in matrix form.
- 2) Develop a series of prototypical sections and intersection designs, plan views, and compile photographs to illustrate and identify typical design features; e.g., intersection bulb-outs, on-street parking, medians and median landscaping, intersection crossings, ADA features, bike facilities, etc.
- 3) Develop 1-2 photosimulations illustrating selected prototypical designs.
- 4) Incorporate potential future transit scenarios utilized in Task 2 of the Multimodal Corridor Plan into the prototypes and develop prototypical sections identifying how transit could be accommodated with the right-of-way, based on varying technologies such as Bus Rapid Transit, streetcar, or Light Rail Transit. Up to four transit scenarios are anticipated.
- 5) Identify the range of operating characteristics found on El Camino Real and divide the corridor into discreet "typologies" or segments with predominantly similar operating characteristics. Up to six basic segment types are anticipated.
- 6) Identify and discuss issues related to each design element and how it would be applied in varying circumstances.
- 7) Provide an overview of the Caltrans project development and review process; see Task 3, below.
- 8) Present planned and proposed projects on El Camino Real/Mission Street and develop one or two of these projects into case studies that describe how design issues were (or could be) addressed.

This material would be reviewed in draft and revised form with the Working Group, and Caltrans engineering staff.

Task 3. Process Guidelines (Design Process Toolbox)

This task provides a process and tools to assist local agencies pursue a Caltrans review and approval process. The process will outline the steps, procedures, and information needed to proceed through the conventional Caltrans design approval and design exception process. The process might entail developing fact sheets for approval of design exceptions on a city-wide or multiple-segment basis where context and circumstances are similar (such as posted speed limit, existing and planned land uses, type and function of facility, presence and location of transit stops, existing and anticipated pedestrian activity, and other relevant factors). The tools, in addition to the guidelines developed in Task 2, will identify common and unique design elements, design parameters, and potential issues of concern from Caltrans' perspective. These tools will inform local agencies early in their planning and design efforts of elements that have the best probability of approval and what measures can be taken to expedite approval. It is anticipated that the work would include the following elements:

- Establish the scope and outline of design approval process, under Caltrans' current procedures, identify common issues and errors that may delay the process, and provide guidance to avoid delays.
- Identify the design elements, differentiating between standard and non-standard features.
- Identify the analyses and information required to fully address the design elements.
- Provide prototypical design of common design elements that meet Caltrans' requirements and provide guidance on how the elements would change under differing typologies.
- Prepare step-by-step procedural guidance related to proposed common corridor-wide design elements.
- Clearly outline the standard procedure for design exceptions of common design elements.
- Provide example documents for standard exceptions.

Task 4. Coordination Meetings with Local Communities and Caltrans

Meetings would occur concurrent with the tasks described above. It is assumed that the Working Group will direct the Work Tasks with support from transportation planning and urban design consultants. Though the Working Group contains representatives of some of the local communities and Caltrans, it is assumed that additional meetings with local communities and Caltrans engineering staff will be needed. Meetings will also be held with transit agency staff to discuss the accommodation of future transit service scenarios into design prototypes.

The greatest challenge is obtaining vision- and design-related information from local communities. With 19 communities potentially participating in the effort, it might be helpful to schedule joint meetings with 3 to 5 adjacent communities at one time. There would be one such meeting to obtain information related to local community visions and design recommendations. It is assumed that written material – i.e., drafts of the *Design Guidelines* and the *Design Process Toolbox* – could be distributed for comments electronically.

An outline of the work process and potential meetings is provided under "Tentative Schedule," following "Deliverables," below. As indicated by the outline, draft analysis would first be reviewed by the Working Group, then by Caltrans staff, and finally by local communities and agencies.

Deliverables

- 1) Summary of stakeholder visions and design issues identified through Working Group meetings and local community interviews and meetings (Task 1).
- 2) Meeting minutes and Action Plans from Working Group and local community meetings (Task 1).
- 3) Draft and Final *El Camino Real Design Guidelines*, accompanying *Design Process Toolbox*, and case studies incorporating comments from Working Committee, Caltrans, and transit agencies (Task 2).
- 4) Coordination meetings and/or telephone/email interviews as needed; up to a total of 18 meetings, with attendance divided between the urban design and transportation consultant, are assumed.

Tentative Schedule/Work Plan Outline

June 2008

- Working Group Orientation Meetings (1)
- Prepare Draft and Final Work Plan

July 2008

- Begin Corridor Cities Meetings/Interviews
(3 – 4 meetings)
- Initiate Caltrans Coordination Meetings with Design Staff

February 2008

- Working Group Findings Review (1 meeting)
- Caltrans Findings Review, Initial Guidelines Recommendations (1 meeting)

August – September 2008

- Prepare Draft *Design Guidelines*: Descriptive Text, Standard Plans, Case Study Examples
- Prepare Draft Design Process Toolbox and Design Element Matrix

October 2008

- Working Group Review/Revisions (1 meeting)
- Caltrans Review/Revisions (1 meeting)

October – November 2008

- Prepare Revised/Public Distribution Draft Design Guidelines/Design Process Toolbox
- Working Group Review/Revisions (1 meeting)

December 2008

- Local Community Revisions
- Working Group Review/Revisions (1 meeting)
- Caltrans Review/Revisions (1 meeting)

January – February 2009

- Final Revisions/Final *Design Guidelines and Design Process Toolbox* Documents

C/CAG AGENDA REPORT

Date: June 12, 2008
To: City/County Association of Governments Board of Directors
From: Richard Napier, C/CAG Executive Director
Subject: Review and Approval of Resolution 08-28 Authorizing the C/CAG Chair to Execute a Technical Consultant Contract with San Mateo County Division of Environmental Health for a Cost of \$311,320 for Support of the Countywide Water Pollution Prevention Program in Fiscal Year 2008-09.

(For further information or questions, contact Matt Fabry at 415-508-2134)

RECOMMENDATION

The C/CAG Board review and approve Resolution 08-28 authorizing the C/CAG Chair to execute a technical consultant contract with San Mateo County Division of Environmental Health (County Health) for a cost of \$311,320 for support of the Countywide Water Pollution Prevention Program (Program) in Fiscal Year 2008-09.

FISCAL IMPACT

The cost for County Health's services in 2008-09 is \$311,320. Contract costs are included in the proposed C/CAG budget for the Program.

SOURCE OF FUNDS

The Program is funded through annual property assessments and city general funds. Sufficient revenue is generated on an annual basis to fund Program costs and County Health's 2008-09 consultant costs are included in the proposed 2008-09 C/CAG budget.

BACKGROUND/DISCUSSION

C/CAG previously approved Resolution 07-19 awarding a three-year technical consultant contract to County Health. Due to the ongoing uncertainty associated with future adoption by the State Regional Water Quality Control Board of a Bay Area-wide Municipal Regional Permit, C/CAG staff recommended annual negotiation and approval of contract costs. However, the County Board of Supervisors determined it can not accept a three-year contract without specified dollar amounts for each year; therefore, C/CAG entered into a one-year contract with County Health for 2007-08. The Municipal Regional Permit has still not been adopted and likely won't be adopted before Fall 2008. As such, County Health proposed a similar scope of work to 2007-08 for a cost of \$311,320, which is a \$19,292 increase from 2007-08 due to increases in County Health staff hourly rates.

ITEM 4.6

ATTACHMENTS

- Resolution 08-28
- Agreement for Consulting Services
- County Health's 2008-09 Scope of Work and Budget

ALTERNATIVES

- 1- C/CAG Board approve Resolution 08-28 authorizing the C/CAG Chair to execute a technical consultant contract with San Mateo County Division of Environmental Health for a cost of \$311,320 for support of the Countywide Water Pollution Prevention Program in Fiscal Year 2008-09 in accordance with the staff recommendation.
- 2- C/CAG Board approve Resolution 08-28 authorizing the C/CAG Chair to execute a technical consultant contract with San Mateo County Division of Environmental Health for a cost of \$311,320 for support of the Countywide Water Pollution Prevention Program in Fiscal Year 2008-09 in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION NO. 08-28

AUTHORIZING THE C/CAG CHAIR TO EXECUTE A TECHNICAL CONSULTANT CONTRACT WITH SAN MATEO COUNTY DIVISION OF ENVIRONMENTAL HEALTH FOR A COST OF \$311,320 FOR SUPPORT OF THE COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM IN FISCAL YEAR 2008-09

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 agency responsible for the development and implementation of the Water Pollution Prevention Program for San Mateo County; and

WHEREAS, C/CAG determined outside consulting services are needed to assist during Years 2007/08 and beyond; and

WHEREAS, C/CAG previously approved Resolution 07-19 authorizing a three-year contract with San Mateo County Division of Environmental Health for technical consulting services to the Countywide Water Pollution Prevention Program; and

WHEREAS, Resolution 07-19 requires annual approval of the contract dollar amount by C/CAG;

NOW, THEREFORE, BE IT RESOLVED that the C/CAG Chair be authorized to execute a technical consultant contract with San Mateo County Division of Environmental Health for a cost of \$311,320 for support of the Countywide Water Pollution Prevention Program during Fiscal Year 2008-09 in accordance with the attached agreement.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE, 2008.

Deborah Gordon, Chair

AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS AND
SAN MATEO COUNTY DIVISION OF ENVIRONMENTAL HEALTH
FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into on _____, 2008, between the City/County Association of Governments ("C/CAG") and San Mateo County Division of Environmental Health, hereinafter referred to as Consultant.

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 determined that consulting assistance is required to facilitate the implementation of the Countywide Water Pollution Prevention Program; and

WHEREAS, Consultant has the capacity and is willing to provide C/CAG with such assistance and services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Rendition of Services. Consultant agrees to provide C/CAG with the assistance and services as described in Exhibit A.
2. Payment. In consideration of Consultant providing the assistance and services described in Exhibit A, C/CAG shall reimburse Consultant at the rates shown in Exhibit A, not to exceed a maximum of three-hundred eleven thousand three-hundred twenty dollars (\$311,320) under this Agreement for fiscal year 2008-09.
3. Term of Agreement. This Agreement shall commence on July 1, 2008, and shall continue until June 30, 2009 unless terminated by either party upon thirty (30) days prior written notice.
4. Indemnifications and Liability. C/CAG shall indemnify, keep and save harmless Consultant against any and all suits, claims or actions arising out of any intentional, reckless, or negligent conduct by C/CAG, its agents or employees in the course of C/CAG's performance of its responsibilities under this Agreement.

Consultant shall indemnify, keep and save harmless C/CAG, its directors, officers, employees and agents against any and all suits, claims or actions arising out of any

intentional, reckless or negligent conduct by Consultant in the course of his performance of the responsibilities under this Agreement.

5. Workers' Compensation Coverage. C/CAG shall not be liable for any workers' compensation benefits payable to Consultant for performing services under this Agreement.

6. Assignment and Delegations. Neither C/CAG nor Consultant shall assign any of its rights or transfer any of its obligations under this Agreement without the prior written consent of the other party. Any attempt, not in accordance with this paragraph, to assign or delegate rights or obligations under this Agreement shall be ineffective, null and void.

7. Termination. In the event of termination of this Agreement for reasons other than Consultant's breach of the Agreement, Consultant shall be compensated for all services performed to the termination date together with reimbursable costs then due.

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

9. Applicable Law. This Agreement, its interpretations and enforcement shall be governed by the laws of the State of California.

10. Binding on Successors. This Agreement is binding on and inures to the benefit of the successors of the parties.

11. Notices. Any notice which may be required under this Agreement shall be in writing, shall be effective when sent, and shall be given by personal service or by certified mail, return receipt requested, to the address set forth below or to such other addresses that may be specified in writing to all parties to this Agreement.

If to C/CAG: C/CAG Executive Director
555 County Center, 5th Floor
Redwood City, CA 94063

If to County: San Mateo County Division of Environmental Health
Attn: Dean Peterson, Director
455 County Center
Redwood City, CA 94063

12. Severability. If one or more of the provisions or paragraphs of this Agreement shall be found to be illegal or otherwise void or unenforceable, the remainder of this Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS HEREOF, the parties have caused this Agreement to be entered into as of the day and year set forth on page one of this Agreement.

COUNTY OF SAN MATEO

Adrienne Tissier, President
Board of Supervisors

Date _____

Attest:

By _____
Clerk of Said Board

CITY/COUNTY ASSOCIATION OF GOVERNMENTS

Name: Deborah C. Gordon
Title: Chair

Dated: _____

C/CAG LEGAL COUNSEL

Name: Lee A. Thompson
Title: C/CAG Legal Counsel

Dated: _____

EXHIBIT A

CONSULTANT SCOPE OF WORK AND BUDGET

PIP Work Plan and Budget July 2008 – June 2009

PIP Management Tasks

1. Meeting Preparation: Create Agenda, prepare presentations, organize and transport materials, send reminders to PIP members
2. Meeting Attendance: 6 meetings per year
3. Meeting Follow-up: Meeting Minutes
4. 2 half yearly reports: due July and January
5. Annual report due July/August
6. County Fair planning, training, and setup

Budget

PIP support tasks (84 hours)
Report related tasks (80hrs)

		FY 08/09	
		2008	2009
hourly rates		\$114	\$144
		\$4,788	\$6,048
		\$4,560	\$5,760
Total		\$21,156	

C.7.b. Advertising Campaign

Goal:

Participate in or contribute to an advertising campaign with the goal of significantly increasing overall awareness of stormwater runoff pollution prevention messages and behavior changes in target audience. Advertising campaigns/media buys shall target the two pollutants of concern, trash/littering waterways and pesticides, with two separate media campaigns.

1. Cable Television: Sweeper Commercial
2. Media Campaign: Trash - Cigarette butt litter focus

Budget

Cable television contract administration (20 hours)
Cable television contract
Trash campaign to supplement Coastal Cleanup Day (80 hours)
Trash campaign materials/Ads/implementation

		FY 08/09	
		2008	2009
hourly rates		\$114	\$144
		\$1,140	\$1,440
		\$20,000	
		\$4,560	\$5,760
		\$9,000	
Total		\$41,900	

C.7.c. Media Relations – Use of Free Media

Goal:

Participate in or contribute to a media relations campaign. Maximize use of free media/media coverage with the objective of significantly increasing overall awareness of stormwater pollution prevention messages and associated behavior change in target audiences, and to achieve public awareness goals.

1. Press releases: 6 per year
2. Research free media
3. Develop press kit
4. Advertise through free media

Budget

Six press releases (30 hours)
Other media relations tasks (40 hours)
Materials

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$1,710	\$2,160
\$2,280	\$2,880
	\$500
Total	\$9,530

C.7.d. Stormwater Point of Contact

Goal:

Individually or collectively create and maintain a point of contact (e.g., phone number or website) to provide the public with information on watershed characteristics and stormwater pollution prevention alternatives. Municipalities - maintain current point of contact.

1. Maintain website
2. Respond to phone calls and emails that come in from the public and municipalities.

Budget

Website maintenance and call/email response (80 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$4,560	\$5,760
Total	\$10,320

C.7.e. Public Outreach Events

Goal:

Participate in and/or host events (e.g., community events, street fairs and farmers markets) to reach a broad spectrum of the community with both general and specific stormwater runoff pollution prevention messages.

1. Staff 8 events per year
2. Preparation for events
3. Driving time, setup, and take down

Budget

3 events (60 hours)
5 events (100 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$6,840	
	\$14,400
Total	\$21,240

C.7.f. Watershed Stewardship Collaborative Efforts

Goal:

Individually or collectively encourage and support watershed stewardship collaborative efforts of community groups. Coordinate with existing groups to further stewardship efforts.

Municipalities - may continue to support local creek groups or watershed councils.

1. Community Action Grant- Update application, recipient database, print postcards, send
2. Support development of Watershed Protection Ordinance – meetings, collaboration, etc.

Budget

Community Action Grant: Update application (8hours)
 Update database and execute mailing (20 hours)
 Support development of Watershed Protection Ordinance (24 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$912	
\$2,280	
\$1,368	\$1,728
Total	\$6,288

C.7.g. Citizen Involvement Events**Goal:**

Individually or collectively support citizen involvement events which provide the opportunity for citizens to directly participate in water quality and aquatic habitat improvement.

1. Coordinate California Coastal Cleanup Day
2. Support creek cleanups and other community group/non-profit events.

Budget

CA Coastal Clean-up Day (100 hrs in first half , 120 hours in second half)
 Materials
 Support creek cleanups & other events (20 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$11,400	\$17,280
	\$5,000
\$1,140	\$1,440
Total	\$36,260

C.7.h. School-Age Children Outreach**Goal:**

Individually or collectively implement outreach activities designed to change specific behaviors and/or increase awareness in school-age children (K through 12), with the objective of significantly increasing their overall awareness of stormwater and/or watershed message(s) and to cause behavior change(s).

1. School Gardens or Kids in Creeks: Contractor
2. School Assemblies: Zun Zun

Budget

School Gardens contract administration (40 hours)
 Contractor
 School Assemblies contract administration (20 hours)
 Materials and service contracts(annual)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$2,280	\$2,880
	\$20,000
\$1,140	\$1,440
	\$15,000
Total	\$42,740

C.7.i. General Outreach Materials**Goal:**

Prepare and use outreach materials (e.g., printed materials, newsletter/journal articles, videos, other). As needed, develop or acquire and use materials that contribute to an increase in overall awareness of stormwater quality issues. Provide information through a variety of means.

1. Provide outreach materials to organizations, individuals, and municipalities. Respond to requests for materials, store/organize materials, send, deliver, or prepare for pickup of materials.
2. Research and purchase promotional items for County Fair
3. Develop Stormwater brochure for residents
4. Produce Spanish newsletter

Budget

Materials procurement and handling (120 hours)
 Promotional Items: Purchase cost and Printing Fees
 Staff time to contract for design services (60 hours)
 Produce Spanish Newsletter staff time (40 hours)
 Contract for translation, printing and distribution

hourly rates

FY 08/09	
2008	2009
\$114	\$144
6840	\$8,640
	\$20,000
\$3,420	\$4,320
\$2,280	\$2,880
3400	3400
Total	\$55,180

C.7.j. Commercial/Industrial/ Illicit Discharge-Related Outreach

Goal:

Conduct or enhance existing outreach to at least one of the following or similar categories each year, based on the most prevalent type of activities and discharges within their jurisdiction: (1) Contracting, concrete work, painting, remodeling/lot finishing activities; (2) Washing activities (e.g., vehicle and pavement washing); (3) Community car washes (fundraisers); (4) Dumping (roadside or directly to water body); (5) Mobile washers (including carpet cleaners, vent hood filter cleaners); (6) Restaurants; (7) Door Hangers in areas where unidentified illicit discharges have occurred.

1. Participate in CII Work Group
2. Coordinate with EOA for printing and development of outreach pieces.

Budget

CII participation & work group meetings, follow-up (48 hours)

hourly rates

FY 08/09	
2008	2009
\$114	\$144
\$2,736	\$3,456
Total	\$6,192

C.7.i. Research Surveys, Studies, Focus Groups

Goal:

As part of the implementation of Provision C.7.b advertising campaigns for trash abatement and pesticide use reduction, identify and quantify the following: (1) Audiences; (2) Knowledge; (3) Trends; and (4) Attitudes and/or practices.

1. Telephone survey: focus on trash & pesticide knowledge

Budget

Survey contract administration (40hours)
 Survey Contract

hourly rates

FY 08/09	
2008	2009
\$114	\$144
	\$5,760
	\$15,000
Total	\$20,760

C.9.h. Pesticides Public Outreach

Goal:

Conduct outreach to consumers at the point of purchase. Participate in and provide resources for the “Our Water, Our World” program or a functionally equivalent pesticide use reduction outreach program. Conduct outreach to residents who use or contract for structural or landscape pest control. Provide information to residents about “Our Water, Our World” Conduct outreach to pest control operators (PCOs) and landscapers.

1. Maintain 22 retail OWOW partnerships – visit stores twice a year to update shelf talkers and fact sheets, materials
2. Participate in IPM Regional meetings and Bay Friendly regional meetings
3. Conduct store trainings for store employees about OWOW program
4. Presentations and outreach to professional landscapers, home gardeners, and college students taking landscape classes.
5. Purchase materials for OWOW program, Bay Friendly Gardening, and others on sustainable gardening, and pest management.

Budget

		FY 08/09	
		2008	2009
	hourly rates	\$114	\$144
Outreach related tasks by staff (248 hours)		\$14,136	\$17,856
Materials		\$6,000	
Total		\$37,992	

C.11.a. Mercury Collection and Recycling Implemented throughout the Region

Goal:

Promote, facilitate, and/or participate in collection and recycling of mercury containing devices and equipment at the consumer level (e.g., thermometers, thermostats, switches, bulbs).

1. Coordinate with County Environmental Health for collection and recycling of mercury containing fluorescent bulbs; and for setting up retail take-back partnerships.
2. Purchase materials for in-store use.

Budget

		FY 08/09	
		2008	2009
	hourly rates	\$114	\$144
Retail take back Fluorescent Lamp, staff time (0 hours to C/CAG)			\$1762
Materials for in-store use (signs to attract and educate public)			\$1762
Total		\$1762	

BUDGET TOTALS

All tasks \$311,320

C/CAG AGENDA REPORT

Date: June 12, 2008

To: City/County Association of Governments Board of Directors

From: Richard Napier, C/CAG Executive Director

Subject: Review and Approval of Resolution 08-29 Authorizing the C/CAG Chair to Execute an Amendment to the Technical Consultant Contract with Eisenberg, Olivieri, and Associates, Inc., to Approve 2008-09 Costs of \$632,000 for Support of the Countywide Water Pollution Prevention Program.

(For further information or questions, contact Matt Fabry at 415-508-2134)

RECOMMENDATION

The C/CAG Board review and approve Resolution 08-29 authorizing the C/CAG Chair to execute and amendment to the existing technical consultant contract with Eisenberg, Olivieri, and Associates (EOA), Inc., to approve 2008-09 costs of \$632,000 for support of the Countywide Water Pollution Prevention Program (Program).

FISCAL IMPACT

The cost for EOA's services in 2008-09 is \$632,000. Contract costs are included in the proposed C/CAG budget for the Program.

SOURCE OF FUNDS

The Program is funded through annual property assessments and city general funds. Sufficient revenue is generated on an annual basis to fund Program costs and EOA's 2008-09 consultant costs are included in the proposed 2008-09 C/CAG budget.

BACKGROUND/DISCUSSION

C/CAG previously approved Resolution 07-19 awarding a three year technical consultant contract to EOA. Due to the ongoing uncertainty associated with future adoption by the State Regional Water Quality Control Board of a Bay Area-wide Municipal Regional Permit, C/CAG staff recommended annual negotiation and approval of contract costs. The Municipal Regional Permit has still not been adopted and likely won't be adopted before Fall 2008. As such, EOA proposed an identical scope of work to 2007-08 for a cost of \$632,000, with the exception of eliminating oversight of the Public Information and Outreach consultant contract with San Mateo County Environmental Health due to adequate integration of that component with the overall Program. This results in a \$19,500 decrease in EOA's contract from 2007-08.

ITEM 4.7

ATTACHMENTS

- Resolution 08-29
- Proposed Contract Amendment
- EOA's 2008-09 Scope of Work and Budget

ALTERNATIVES

- 1- C/CAG Board approve Resolution 08-29 authorizing the C/CAG Chair to execute an amendment to the existing technical consultant contract with Eisenberg, Olivieri, and Associates, Inc., to approve 2008-09 costs of \$632,000 for support of the Countywide Water Pollution Prevention Program in accordance with the staff recommendation.
- 2- C/CAG Board approve Resolution 08-29 authorizing the C/CAG Chair to execute an amendment to the existing technical consultant contract with Eisenberg, Olivieri, and Associates, Inc., to approve 2008-09 costs of \$632,000 for support of the Countywide Water Pollution Prevention Program in accordance with the staff recommendation with modifications.
- 3- No action.

RESOLUTION NO. 08-29

AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDMENT TO THE TECHNICAL CONSULTANT CONTRACT BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AND EISENBERG, OLIVIERI, & ASSOCIATES, INC. (EOA, INC.) TO APPROVE 2008-09 COSTS OF \$632,000 FOR SUPPORT OF THE COUNTYWIDE WATER POLLUTION PREVENTION PROGRAM

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 agency responsible for the development and implementation of the Water Pollution Prevention Program for San Mateo County; and

WHEREAS, C/CAG determined outside consulting services are needed to assist during Years 2007/08 and beyond; and

WHEREAS, C/CAG previously approved Resolution 07-19 authorizing a three-year contract with EOA, Inc., for technical consulting services to the Countywide Water Pollution Prevention Program; and

WHEREAS, Resolution 07-19 requires annual approval of the contract dollar amount by C/CAG;

NOW, THEREFORE, BE IT RESOLVED that C/CAG hereby authorizes the C/CAG Chair to execute an amendment to the existing technical consultant contract with Eisenberg, Olivieri, and Associates, Inc., to approve 2008-09 costs of \$632,000 to support the Countywide Water Pollution Prevention Program in accordance with the attached contract amendment.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE, 2008.

Deborah Gordon, Chair

**AMENDMENT (No. 2) TO THE AGREEMENT BETWEEN THE CITY/COUNTY
ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND EISENBERG,
OLIVIERI, ASSOCIATES, INC.**

WHEREAS, the Board of Directors of the City/County Association of Governments for San Mateo County (hereinafter referred to as C/CAG), at its June 14, 2007 meeting, approved Resolution 07-19 authorizing an agreement with Eisenberg, Olivieri, and Associates, Inc. (hereinafter referred to as Consultant) to provide technical services to the Countywide Water Pollution Prevention Program for fiscal years 2007-08, 2008-09, and 2009-10; and

WHEREAS, Resolution 07-19 required the C/CAG Board to annually approve the contract dollar amount; and

WHEREAS, Consultant submitted a scope of work and budget of \$632,000 for services it will provide during Fiscal Year 2008-09; and

WHEREAS, Consultant has reviewed and accepted this amendment;

IT IS HEREBY AGREED by the C/CAG Chair and Consultant that:

1. Consultant will provide the consulting services described in the attached Scope of Work (Exhibit A); and
2. The funding provided to Consultant by C/CAG under this amendment will be no more than six-hundred thirty-two thousand dollars (\$632,000.00) for Fiscal Year 2008-09; and
3. All other provisions of the original agreement between C/CAG and Consultant dated June 14, 2007 shall remain in full force and effect; and
4. Payment for services under this amendment shall be on a time and materials basis, based upon the receipt of invoices for the actual costs, and with services to be performed only upon the request of C/CAG staff after review of specific work plans for individual tasks; and
5. This amendment to the agreement shall take effect upon signature by both parties.

For C/CAG:

For Consultant:

Deborah C. Gordon, Chair

Signature

Date: June 12, 2008

By: _____

Approved as to form:

Date: _____

Lee A. Thompson, C/CAG Legal Counsel

EXHIBIT A
CONSULTANT SCOPE OF WORK AND BUDGET

STORMWATER MANAGEMENT PLAN COMPONENT 2

Municipal Maintenance Activities

Task 2.1 Support Subcommittee and Assist with Regulatory Compliance

EOA will provide technical support to the Municipal Maintenance (MM) Subcommittee and the Parks Maintenance and IPM Work Group and assist the Program with the Program's existing NPDES permit-required reporting and work plan development.

MM Subcommittee and Parks Maintenance Work Group: Both the MM Subcommittee and the Parks Maintenance and IPM Work Group meet approximately every quarter to plan and oversee implementation of this component's activities. EOA will organize and facilitate the subcommittee and work group meetings, including working with chairs to develop agendas, preparing discussion materials (e.g., handouts, presentations, talking points), participating in meetings, and preparing meeting summaries. The Parks Maintenance and IPM Work Group meetings are budgeted under Task 2.5.

Annual Report: EOA will draft the Municipal Maintenance component section of the Program's FY 2007/08 Annual Report. EOA will compile and summarize municipalities' semi-annual reports and submit the draft Annual Report to the TAC for review. EOA will finalize the report based upon any comments received and submit it to the Regional Water Board by September 1, 2008. The Annual Report will include an assessment of the effectiveness of the MM component's implementation. This assessment will help EOA to work with the MM Subcommittee to evaluate ways to improve the performance and cost-effectiveness of the MM component. EOA will also develop the municipal maintenance section of the semi-annual deliverable report forms for FY 2008/09 and distribute these forms to the municipalities. These forms will include permit-required questions about municipal maintenance activities including parks maintenance and use of IPM.

Work Plan: EOA will develop a FY 2009/10 work plan, budget, and schedule for municipal maintenance and IPM activities. A draft work plan will be submitted to the TAC for review. EOA will finalize the work plan based upon any comments received and submit it to the Regional Water Board by March 1, 2009, unless this submittal is no longer required by the adopted Municipal Regional Stormwater NPDES Permit (MRP).

Task 2.2 Assist with Implementation of Permit Requirements

As possible within the available budget, EOA will assist the MM Subcommittee to implement the TAC's approach for preparing to implement the MRP's requirements. EOA will continue working with the MM Subcommittee to assist the Program's municipalities to understand and implement the current and new permits' requirements for municipal maintenance. EOA will assist the subcommittee to select an important maintenance-related new permit requirement, such as improved litter and trash controls, to spotlight and identify any additional information or tools that would be useful for helping municipalities to prepare to implement the MRP requirement.

Task 2.3 Conduct Outreach and Training

EOA will continue to facilitate outreach activities designed to educate maintenance staff about the current and new permits' requirements for municipal maintenance. It is anticipated that the training

will address the needs of both experienced municipal staff and new employees requiring more basic orientation and training. This task includes:

- Prepare educational and outreach materials for municipal maintenance staff to increase their awareness and understanding of the MRP's requirements.
- Work with a MM Subcommittee work group to plan and develop training materials for the annual training workshop for municipal maintenance staff.
- Conduct the annual training workshop.

Task 2.4 Coordinate with Maintenance Related Activities by Others

EOA will provide ideas to and collaborate with staff from other public agencies (e.g., San Francisco Public Utilities Commission and Caltrans) to identify public works and parks maintenance issues, such as trash and litter, that are of common concern. The objective will be to improve communication and understanding about how different agencies' use stormwater BMPs while conducting common maintenance activities.

Task 2.5 Parks Maintenance and Integrated Pest Management

EOA will continue working with the Parks Maintenance and IPM Work Group to assist the Program's municipalities to understand and implement the MRP's requirements that affect park maintenance and pesticide usage. EOA will review the new permit with the Parks Maintenance and IPM Work Group to identify priorities for permit compliance assistance. As possible within the available budget, EOA will assist the Parks Maintenance and IPM Work Group to implement priority activities that will help achieve compliance with the new permit. EOA will also work with the Parks Maintenance and IPM Work Group to plan and conduct an annual Parks Maintenance and IPM training event or workshop.

**STORMWATER MANAGEMENT PLAN COMPONENT 3
Commercial, Industrial and Illicit Discharge Controls**

Task 3.1 Support Subcommittee and TAC with Regulatory Compliance and Assist Program Coordinator

EOA will provide technical support to the Commercial, Industrial, and Illicit Discharge Control (CII) Subcommittee, its Training Work Group and the TAC to assist the Program with NPDES permit-required reporting and work plan development. As possible within the available budget, EOA will assist the Program Coordinator and the TAC to identify new permit requirements and an approach for complying with these new requirements.

In addition, EOA will prepare for the Program Coordinator's review and approval draft TAC meeting agendas and agenda materials. This task will include preparing brief TAC meeting summaries for review and approval of the Program's Coordinator.

CII Subcommittee: Both the CII Subcommittee and its Training Work Group meet approximately every other month to plan and oversee implementation of this component's activities. EOA will organize and facilitate the subcommittee meetings, including working with chairs to develop

agendas, preparing discussion materials (e.g., handouts, presentations, talking points), participating in meetings, and preparing meeting summaries.

Annual Report: Tasks similar to those described in Task 2.1 will be conducted for the CII component section of the Program's FY 2007/08 Annual Report.

Work Plan: Work plan development tasks similar to those described in Task 2.1 will be conducted.

Assistant Program Coordinator: EOA will assist the Program Coordinator by handling day-to-day and minor issues. In addition, this assistance may include participating in some of the subcommittee meetings on behalf of the Program Coordinator.

Task 3.2 Assist with Implementation of Permit Requirements

EOA will continue working with the CII Subcommittee to assist the Program's municipalities to understand and implement the existing and MRP's requirements for business inspections and the effective control of illicit discharges. As possible within the available budget, EOA will assist the CII Subcommittee to follow the TAC's approach for preparing to implement the new permit's requirements.

An example of EOA's assistance would be to help the CII Subcommittee to develop a one-page Enforcement Response Plan (ERP) to meet the MRP's requirements. Any ERP developed should comply with all of the ERP requirements contained in the new permit. Preparation of an ERP may require or benefit from coordination with other Program subcommittees and other countywide stormwater programs.

Task 3.3 Assist with Providing Guidance on Preparing and Implementing Illicit Discharge and Business Inspection Plans

EOA will assist the municipalities to understand and develop an approach for preparing their Industrial and Commercial Business Inspection Plans and their Illicit Discharge Control Plans, if the development of these plans is required by the MRP. As directed by the CII Subcommittee, this assistance may include continuing to adapt simple implementation examples being used successfully by other municipal stormwater programs in the Bay Area.

In addition, this task will include updating BMP, educational outreach materials as possible within the available budget and as agreed to by the Training Work Group.

Task 3.4 Assist with Compliance for Conditionally Exempted Discharges

This task will be handled as part of Task 3.3.

Task 3.5 Conduct Outreach and Training

EOA will work with the CII Subcommittee to facilitate educational outreach or training activities aimed at preventing the discharge of pollutants to stormwater. The target audience for any educational outreach in FY 2008/09 will be determined by the CII Subcommittee. One potential target audience would be municipal staff that is responsible for investigating and resolving illicit discharges, because this group has not been the focus of a training workshop since 2003.

In addition, EOA will develop some basic training materials to help orient municipal employees about the MRP's requirements and the respective roles of the municipalities, Program Coordinator, and technical consultants in achieving compliance. Orientation training about the new permit will occur in FY 2008/09, if the new permit is adopted by April 1, 2009.

Task 3.6 Assist Program with Grant Funding Opportunities

EOA will assist the Program and its municipalities to pursue opportunities to obtain grant funding for low impact development projects, litter and trash controls, and other municipal stormwater related types of projects. EOA will invite the Water Board staff's Grant Coordinator to make a presentation at a future TAC meeting to discuss how to work with the Water Board staff to prepare a competitive grant application.

One upcoming potential source of grant funding that the Program and/or its municipalities should consider pursuing is the \$82 million available for stormwater statewide from the "Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal Protection Bond Act of 2006" (Proposition 84). The draft guidelines for the Proposition 84 stormwater grants are expected to be developed in the fall of 2008, and grant applications are anticipated to be due in late 2008. EOA will assist the Program to track this and other grant-funding opportunities and prepare applications, as appropriate.

Task 3.7 Assist with NPDES Permit Reissuance

This task includes providing assistance to the Program and its member municipalities to understand the revised Tentative Order and continue to participate in the process for its adoption. EOA will evaluate the revised Tentative Order (MRP), when it becomes available, and propose modifications to the revised Tentative Order to address the Program's needs and concerns. This task also includes working with Regional Water Board staff to try to clarify the permit language in order to improve the MRP's understandability, user-friendliness, and reporting requirements. This task will also include assistance with appealing the new permit, if necessary, and to the extent possible within the available budget.

STORMWATER MANAGEMENT PLAN COMPONENT 5

New Development and Construction Controls

EOA will continue to support the Countywide Program and its member municipalities in implementing Provision C.3 of the countywide municipal stormwater and the New Development and Construction performance standards of the Stormwater Management Plan, as the Program prepares for MRP adoption.

Task 5.1 Support Subcommittee and Assist with Regulatory Compliance

New Development Subcommittee. EOA will continue to support the meetings of the New Development Subcommittee by working with the Subcommittee Chair to develop meeting agendas, preparing handouts and other materials for the meetings, participating in meetings, and preparing meeting summaries. EOA will coordinate with the San Mateo County Environmental Health staff to update New Development Subcommittee information on the Program's website.

Annual Report: Tasks similar to those described in Task 2.1 will be conducted for the New Development and Construction component section of the Program's FY 2007/08 Annual Report.

Work Plan: Work plan development tasks similar to those described in Task 2.1 will be conducted.

Limited On-Call Assistance. EOA will respond to questions from municipalities, as possible within the available budget. Where appropriate, information provided for individual municipalities may be offered as case studies or other agenda items for the New Development Subcommittee.

Task 5.2 Assist with Implementation of Performance Standards

As possible within the available budget, EOA will assist the New Development Subcommittee to implement the TAC's approach for preparing to implement the MRP's requirements. EOA will continue working with the New Development Subcommittee to assist the Program's municipalities to understand and implement the current and new permits' requirements for new development and construction. EOA will assist the subcommittee to select an important new permit requirement, such as the new operation and maintenance database requirements for projects that have installed stormwater treatment measures, to spotlight and identify any additional information or tools that would be useful for helping municipalities to prepare to implement the new permit requirement.

Task 5.3 Assist with the Implementation of Provision C.3

As possible within the available budget, EOA will assist the New Development Subcommittee to implement priority activities that will help maintain compliance with the existing permit and position the municipalities to achieve compliance with the MRP. This may include updating various tools that have been developed to help implement the current permit requirements, including (but not limited to) the Site Design Guidebook, or collaborating with the Alameda Countywide Clean Water Program with its planned update of its soil specifications for landscape-based treatment measures, which were the basis for SMCWPPP's soil guidelines. In order to help the member municipalities prepare to implement new inspection requirements in the MRP, as possible within the available budget, EOA could conduct a survey of the member municipalities regarding how they are implementing the various new development and construction inspection requirements (construction site stormwater compliance, verification of operation and maintenance of treatment measures, and construction of stormwater treatment measures). Learning how other municipalities are implementing the inspection requirements could help municipalities improve their own inspection programs.

Task 5.4 Assist with Implementation of the HMP

HM Control Areas Map. In 2007, EOA assisted the Program in coordinating with Regional Water Board staff to include in the MRP minor revisions to the Hydromodification Management control area map, based on new map data that had become available since the map was included in the HM permit amendment. The map revisions will allow the HM control area boundary to follow assessors parcel map boundaries, eliminating circumstances where the HM control area boundary cuts across individual parcels. As possible within the available budget, after the MRP is adopted, EOA will prepare maps that show the HM control area boundary in relation to assessors parcel maps, for areas in which the control area boundary does not follow a major arterial roadway.

Bay Area Hydrology Model. EOA will continue to assist the Countywide Program in coordinating with the Santa Clara Valley Urban Runoff Pollution Prevention Program and the Alameda Countywide Clean Water Program to monitor the need for updates to the Bay Area Hydrology Model (BAHM) and/or related documentation, and the need to offer training workshops on the use of the BAHM.

Task 5.5 Assist with Improving Construction Site Stormwater Controls

EOA will continue working with the New Development Subcommittee to assist the Program's municipalities to understand and implement the requirements for construction included in the current permit and MRP, and the current and new statewide General Permit for construction activity. EOA will assist the subcommittee to select an important new permit requirement related to construction, such as the requirements in the draft MRP for stormwater construction site inspection reporting, to spotlight and identify any additional information or tools that would be useful for helping municipalities to prepare to implement the new permit requirement.

Task 5.6 Outreach and Training

Training. EOA will work with the New Development Subcommittee to plan and conduct a new development or construction training event or workshop. With the Sustainable Green Streets and Parking Lots guidebook scheduled for printing later in 2008, one possible workshop topic is training on the new guidance.

Website Assistance. As possible within the available budget, EOA will assist the New Development Subcommittee in providing input to the redesign of the Countywide Program's website to present information on new development and construction requirements in a user friendly design for both the general public and for SMCWPPP's member municipalities.

STORMWATER MANAGEMENT PLAN COMPONENT 6

Watershed Assessment and Monitoring

Task 6.1 Support Subcommittee and Assist with Regulatory Compliance

EOA will provide technical support to the Watershed Assessment and Monitoring (WAM) Subcommittee and assist the Program with the reporting and work plan development required by the Program's NPDES permit. EOA will also assist the Program to prepare to implement the water quality and specific Pollutants of Concern (POC) components of the MRP. It is important to note that the Component 6 tasks described below and associated budgets may need to be modified depending on when the MRP is adopted and the particulars of its final requirements. It is anticipated that the current WAM Component budget will be insufficient to implement all of the provisions in the adopted MRP related to water quality and POC monitoring and associated reporting. If implementation of the MRP begins during FY 2008/09, it may be necessary to give priority to certain tasks (e.g., trash control, PCB pilot studies).

Any prioritization or modification of this WAM Component scope of work and associated budgets will be performed in consultation with and approved by the Program and WAM Subcommittee.

WAM Subcommittee: The WAM Subcommittee meets to plan and oversee implementation of this

component's activities. EOA will organize and facilitate subcommittee meetings that will occur approximately quarterly, including working with the subcommittee chair to develop agendas, preparing discussion materials (e.g., handouts, presentations, and talking points), participating in meetings, and preparing meeting summaries.

Annual Report: Tasks similar to those described in Task 2.1 will be conducted to prepare the WAM component section of the Program's FY 2007/08 Annual Report.

Work Plan: Work plan development tasks similar to those described in Task 2.1 will be conducted.

MRP Review and Adoption: EOA will assist the Program to prepare for implementation of the water quality monitoring and POC components of the MRP. Regional Water Board staff released a Tentative Order of the MRP in December 2007. It is anticipated that a revised Tentative Order will be released during FY 2008/09. When the revised Tentative Order becomes available EOA will:

- Review and evaluate the water quality monitoring and POC components;
- Summarize this information for the Program and WAM Subcommittee;
- Propose modifications to the revised Tentative Order to address the Program's needs and concerns; and
- Assist the Program and Subcommittee to comment on the revised Tentative Order and generally participate in the review and MRP adoption process.

Task 6.2 Conduct Watershed Assessments

Development of a Regional Monitoring Coalition: EOA will continue to assist the Program to participate in the development of a Regional Monitoring Coalition (RMC) among Bay Area municipal stormwater programs and possibly other parties (e.g., the state Surface Water Ambient Monitoring Program or SWAMP). The RMC will result in increased coordination and collaboration that will improve the performance and cost-effectiveness of all of the participating programs through knowledge sharing and economies of scale. The RMC will initially focus on the Status and Trends monitoring in the current MRP Tentative Order. EOA will work with the WAM Subcommittee to define the Program's role in the RMC.

Watershed-based Monitoring and Assessment EOA will assist the Program to continue conducting watershed-based monitoring and assessment in San Mateo County. Fieldwork will typically focus on using environmental indicators (e.g., benthic macroinvertebrate assemblages) to characterize creek aquatic ecosystem health and assess potential urban runoff impacts. Physical, biological and chemical water quality data will be collected from representative urban watersheds, as appropriate. Primary objectives include establishing baseline conditions, determining long-term trends and helping to evaluate the overall effectiveness of the Program's management efforts. Specific activities and monitoring locations will be selected in consultation with the WAM Subcommittee and will be consistent with the Program's NPDES permit, available budget, monitoring activities by other Bay Area municipal stormwater programs, and regional monitoring programs. As new watershed assessment and monitoring data become available, EOA will expand and refine the Program's existing Geographic Information System (GIS).

Task 6.3 Address Specific Pollutants of Concern

EOA will develop plans for addressing POC (e.g., PCBs, mercury, pesticides, dioxins and trash) and perform related pilot and special studies, as appropriate and consistent with the Program's NPDES permit and available budget. This will include assisting the Program to prepare for further implementation of TMDL-related pollutant control activities that will be required by the MRP. Part or all of the Program's FY 2008/09 POC-related planning and any other POC-related activities may be performed in collaboration with other Bay Area municipal stormwater programs as part of a regional effort to prepare for compliance with the MRP.

Trash Control: It is anticipated that continuing to develop methods to address trash in San Mateo County urban creeks will be an area of particular emphasis during FY 2008/09. EOA will work with the WAM Subcommittee and TAC to facilitate this effort. The general strategy will include: 1) assessing trash in or near creeks; 2) identifying priority trash problem areas and sources; 3) working with the Program's municipalities to pilot test appropriate control measures at priority problem areas; and 4) assessing the effectiveness of the first three steps and refining the Program's future strategies to address trash. The trash control strategy will build upon the Program's past trash-related accomplishments and will be informed by other ongoing Bay Area efforts (e.g., the SCVURPPP and SWAMP).

Task 6.4 Participate in Regional Water Quality Programs

Participation in regional efforts to monitor water quality and solve water quality impairment problems is an important facet of the Program's WAM component. To an extent consistent with the Program's NPDES permit and available budget, EOA will assist the Program's continued participation in regional efforts deemed beneficial (e.g., possibilities include BASMAA's Monitoring Committee, the Regional Monitoring Program, and the Bay Area Macroinvertebrate Information Network). EOA staff will represent the Program's and BASMAA's interests by participating on selected committees and work groups, including reviewing and commenting on drafts of study work plans and reports. EOA staff will periodically brief the WAM Subcommittee on the activities and direction of the regional efforts and solicit the subcommittee's feedback.

NPDES Stormwater Management Plan
FINAL SCOPE OF WORK

Level of Effort and Cost Estimate¹
Fiscal Year 2008/09

Task Description	Principal or Managing Engineer II 192	Managing Engineer I 171	Senior Engineer III 157	Senior Engineer II 144	Senior Engineer I 130	Assoc. Eng/Sci II 121	Assoc. Eng/Sci I 99	Technician 80	Admin 58	Total Hours	Other EOA Costs (Subs)	Total EOA Cost
Component 2: Municipal Maintenance												
2.1 Support Subcommittee and Assist with Regulatory Compliance	120	0	0	2	8	0	8	0	1	139	\$0	\$25,218
2.2 Assist with Implementation of Permit Requirements	16	0	0	2	16	0	2	0	1	37	\$0	\$5,696
2.3 Conduct Outreach and Training	12	0	0	4	60	0	8	4	24	112	\$0	\$13,184
2.4 Coordinate Maintenance Related Activities by Others	12	0	0	4	16	0	6	0	0	38	\$0	\$5,554
2.5 Integrated Pest Management	32	0	0	4	60	0	8	0	22	126	\$0	\$16,588
Subtotal:	192	0	0	16	160	0	32	4	48	452	\$0	\$66,240
Component 3: Industrial and Illicit Discharge Controls												
3.1 Support Subcommittee and TAC with Regulatory Compliance	240	0	0	8	78	0	0	0	16	342	\$0	\$58,300
3.2 Assist with Implementation of Permit Requirements	8	0	0	0	0	0	0	0	0	8	\$0	\$1,536
3.3 Provide Guidance on Preparing/Implementing Illicit Discharge & Business Inspection Plans	28	0	0	0	8	0	8	0	8	52	\$0	\$7,672
3.4 Assist with Compliance for Conditionally Exempted Discharges	12	0	0	0	2	0	6	0	6	26	\$0	\$3,506
3.5 Conduct Outreach and Training	120	0	0	4	80	0	16	0	24	244	\$6,000	\$42,992
3.6 Assist Program with Grant Funding Opportunities	40	0	0	2	30	0	8	4	8	92	\$0	\$13,444
3.7 Assist with NPDES Permit Reissuance	140	0	0	2	0	0	0	5	22	169	\$0	\$28,844
Subtotal:	588	0	0	16	198	0	38	9	84	933	\$6,000	\$156,294
Component 5: New Development and Construction Site Controls												
5.1 Support Subcommittee and Assist with Regulatory Compliance	40	8	0	90	48	8	0	0	16	210	\$0	\$30,144
5.2 Assist with Implementation of Performance Standards	4	2	8	24	16	8	0	0	12	74	\$0	\$9,566
5.3 Assist with Implementation of Provision C.3	40	0	0	72	80	0	0	8	12	212	\$10,000	\$39,784
5.4 Assist with Implementation of HMP	40	8	6	40	80	12	0	0	32	218	\$20,000	\$49,458
5.5 Assist with Improving Construction Site Controls	4	0	0	12	24	0	0	0	4	44	\$0	\$5,848
5.6 Promote Outreach and Training	16	0	0	80	80	0	18	12	72	278	\$10,000	\$41,910
Subtotal:	144	18	14	318	328	28	18	20	148	1036	\$40,000	\$176,710
Component 6: Watershed Assessment and Monitoring												
6.1 Support Subcommittee and Assist with Regulatory Compliance	8	200	0	0	0	0	0	0	8	216	\$0	\$36,200
6.2 Conduct Watershed Assessment	0	80	0	120	0	0	80	0	8	288	\$10,000	\$49,344
6.3 Develop Plans to Address Specific Pollutants of Concern	8	240	0	200	0	0	200	0	8	656	\$0	\$91,640
6.4 Participate in Regional Monitoring and TMDL-related Programs	0	120	0	0	0	0	0	0	0	120	\$0	\$20,520
Subtotal:	16	640	0	320	0	0	280	0	24	1280	\$10,000	\$197,704
Total Hours	940	658	14	670	686	28	368	33	304	1280		

Task 99 Other Costs and Expenses
Associated with Components 2, 3, 5, & 6

comp 2 \$2,760
comp 3 \$17,706
comp 5 \$9,290
comp 6 \$5,296
Subtotal \$35,052

TOTAL BUDGET: \$632,000

¹ Labor hours are approximate level of effort for each task. Actual distribution of hours within and among tasks may vary. Subcontractor costs are planning-level estimates. Estimated total cost will not be exceeded without C/CAG's written authorization.

² Task 99 Costs include the following expenses (for training materials or outreach materials):
\$2,000 for Task 2.3
\$2,000 for Task 3.5
\$2,000 for Task 5.6

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board of Directors
From: Richard Napier, Executive Director
Subject: Status Report on the 2008 State Transportation Improvement Program (STIP) for San Mateo County

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

RECOMMENDATION

That the C/CAG Board receive the status report on the 2008 State Transportation Improvement Program (STIP) for San Mateo County.

FISCAL IMPACT

None to the direct C/CAG budget.

SOURCE OF FUNDS

The 2008 State Transportation Improvement Program (STIP) fund will come from the State and Federal fund sources.

BACKGROUND/DISCUSSION

The State Transportation Improvement Program (STIP) is a programming document adopted by the California Transportation Commission (CTC) biennially in even years. It covers a total of five (5) fiscal years. For example, the 2006 STIP covered projects programmed in FY 2006/07 through FY 2010/11, while the 2008 STIP covers projects programmed in FY 2008/09 through FY 2012/13. The State performs Fund Estimates during the development of each STIP, and the Fund Estimates informs the counties and the regions as to how much new money is expected. Typically, the new money will fall in the outer two years of the five-year STIP cycle. That is, FYs 2011/12 & 2012/13 for the 2008 STIP.

While projects were programmed in the various years of the five-year period covered by the 2006 STIP, the new Fund Estimates showed that projected revenues will not be as expected during the 2006 STIP adoption. Therefore, many projects were moved out by one or more fiscal years during the 2008 STIP adoption.

On November 8, 2007, the C/CAG Board approved the 2008 State Transportation Improvement Program (STIP) for San Mateo County and authorized the C/CAG

ITEM 4.8

Executive Director to negotiate with the Metropolitan Transportation Commission (MTC) and California Transportation Commission (CTC) to make minor modifications as necessary. On February 12, 2008, the C/CAG received an update on the 2008 STIP for San Mateo County including the proposed modifications based on staff negotiation with MTC. MTC has the responsibility of working with the nine counties in the San Francisco Bay Area Region and the submittal of one STIP proposal representing the Bay Area Region.

After several iterations of negotiation between staff of C/CAG, SMCTA, MTC, and CTC, on May 29, 2008, the CTC adopted the 2008 STIP. The adopted STIP preserved the highest priority projects in San Mateo County: the US 101 Auxiliary Lanes between Marsh Road and Embarcadero Road; and the San Mateo County Smart Corridors project. However, many other projects were moved out in fiscal year in order for the Bay Area Region and the State to stay within the revenue targets.

ATTACHMENT

- Final 2008 STIP for San Mateo County

SUMMARY of 2008 STIP FOR SAN MATEO COUNTY
(\$1,000's)

San Mateo County STIP (Adopted by CTC on May 29, 2008)

						Project Totals by Fiscal Year					
Agency	Rte	PPNO	Project	Changes from 2006 STIP	Total	Prior	08-09	09-10	10-11	11-12	12-13
Caltrans	101	658B	Aux lanes-SCL Co. line to Marsh Rd	None	9,021	5200	9,021				
Caltrans	101	690A	Willow Rd interchange reconstruction (design phase)	Add new fund	8,000			8,000			
Caltrans	102	690A	Willow Rd interchange reconstruction (construction phase)	Move out 3 FY	20,471		20,046			20,471	
Caltrans	101	669B	SR 92 Slow Vehicle Lane Improvements	Move out 1 FY	7,759				7,759	7,759	
Caltrans	101	669B	SR 92 Slow Vehicle Lane Improvements	Move out 1 FY	4,781				4,781	4,781	
Caltrans	82	645C	Menlo Park-Millbrae, interconnect signals, phase 2	Move out as requested by sponsor	5,485	739	5,224	5,485			
Caltrans	1	632C	SR 1 Calera Parkway - Pacifica	Move out 2 FY	6,900			6,900		6,900	
SMCTA	92	225G	SR 92 Widening - Curve Correction	Move out 1 FY	5,629				5,629	5,629	
SM C/CAG	VAR	2140E	Countywide ITS Project	None	1,977				1,977		
SM C/CAG	VAR	New	Smart Corridor Segment (design phase)	Add new project	2,000		2,000				
SM C/CAG	VAR	New	Smart Corridor Segment (Construction phase)	Add new project	8,000				8,000		
MTC		2140	Planning, programming, and monitoring	None	300		60	60	60	60	60
SM C/CAG		2140A	Planning, programming, and monitoring	None	2,760		460	460	460	690	690
JPB			CalTrain South SF Station and Access Improvements	Move out 1 FY	19,203		19,203	19,203			
MTC			TE Reserve	None	1,041						1,041
SM C/CAG			TE Reserve	None	5,468		1,124	1,587	1,716	951	90
			Total:		108,795						

C/CAG AGENDA REPORT

Date: June 12, 2008

To: C/CAG Board of Directors

From: Richard Napier

Subject: Review and approval of Resolution 08-31 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between C/CAG and the San Mateo County Department of Public Works to provide matching fund in an amount not to exceed \$30,000 for a Resource Conservation Specialist II position to support the San Mateo County Energy Strategy.

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

RECOMMENDATION

That the C/CAG Board Review and approve Resolution 08-31 authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between C/CAG and the San Mateo County Department of Public Works to provide matching fund in an amount not to exceed \$30,000 for a Resource Conservation Specialist II position to support the San Mateo County Energy Strategy.

FISCAL IMPACT

The C/CAG matching fund for the Resource Conservation Specialist II position will be \$30,000.

SOURCE OF FUNDS

The \$30,000 C/CAG matching fund will come from the Congestion Relief program as budgeted in the FY 2008/09 budget.

BACKGROUND/DISCUSSION

C/CAG and the County of San Mateo's Department of Public Works (DPW) have been working jointly in the development of a San Mateo County Energy Strategy. DPW has applied for capacity Building Climate Protection Grant in the amount of \$75,000 from the Bay Area Air Quality Management District (BAAQMD), and the BAAQMD has agreed to fund the Climate Protection Grant application. The Grant funds will be used to help build in-house capacity for anticipated, countywide initiatives to increase energy efficiency, conserve water, reduce greenhouse gas emissions, provide workshops for the cities in the County, establish a pool of unpaid volunteer staff for the cities.

ATTACHMENTS

- Resolution 08-31
- Memorandum of Understanding (MOU)

ITEM 4.9

RESOLUTION 08-31

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 MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN C/CAG AND THE SAN MATEO COUNTY DEPARTMENT OF PUBLIC WORKS TO PROVIDE MATCHING FUND IN AN AMOUNT NOT TO EXCEED \$30,000 FOR A RESOURCE CONSERVATION SPECIALIST POSITION TO SUPPORT THE SAN MATEO COUNTY ENERGY STRATEGY

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

WHEREAS, C/CAG and County of San Mateo's Department of Public Works (DPW) have been working jointly in the development of a San Mateo County Energy Strategy; and

WHEREAS, DPW has applied for capacity Building Climate Protection Grant (Grant) in the amount of \$75,000 from the Bay Area Air Quality Management District (BAAQMD) and the BAAQMD has agreed to fund the Climate Protection Grant application; and

WHEREAS, the Grant funds will be used to help build in-house capacity for anticipated, countywide initiatives to increase energy efficiency, conserve water, reduce greenhouse gas emissions; and

WHEREAS, an additional \$60,000 will be required to fund and manage a full time, extra help Resource Conservation Specialist II in DPW; and

WHEREAS, C/CAG would like to share half of the cost needed to fund the Resource Conservation Specialist II position;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute an a Memorandum of Understanding (MOU) between C/CAG and the San Mateo county department of public works to provide matching fund in an amount not to exceed \$30,000 for a resource conservation specialist position to support the San Mateo county energy strategy. The draft MOU is attached hereto and the final MOU will be reviewed and approved by C/CAG Legal Counsel as to form.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

Memorandum of Understanding (MOU)

City/County Association of Governments of San Mateo County (C/CAG)
San Mateo County Department Public Works (DPW)

Matching Funding to Support a Full Time, Resource Conservation Specialist

May 27, 2008

Whereas, C/CAG and County of San Mateo’s Department of Public Works (DPW) have been working jointly in the development of a San Mateo County Energy Strategy (Energy Strategy);

Whereas, DPW has applied for capacity Building Climate Protection Grant (Grant) in the amount of \$75,000 from the Bay Area Air Quality Management District (BAAQMD) and the BAAQMD has agreed to fund the Climate Protection Grant application;

Whereas, the grant funds will be used to:

- help build in-house capacity for anticipated, countywide initiatives to increase energy efficiency, conserve water, reduce greenhouse gas (GHG) emissions,
- offset costs associated with the completion of the Energy Strategy and the implementation of its recommendations,
- provide workshops for the cities in the County,
- establish a pool of unpaid volunteer staff for the cities,
- promote an incentive program to get cities to complete both government operation and community wide GHG inventories,
- provide a two-year funding strategy for this position through further grant funding or other sources;

Whereas, an additional \$60,000 will be required to fund and manage a full time, extra help Resource Conservation Specialist II (RCSII) in DPW;

Now, therefore, DPW and C/CAG agree as follows.

1. RecycleWorks will hire and manage staff to carry out the work as described above and in Grant agreement, in support of the goals set out in the Energy Strategy.
2. C/CAG and RecycleWorks will jointly share the additional cost to fund and manage a full time, extra help Resource Conservation Specialist II, at a projected cost to C/CAG of \$30,000 in FY2008-09.

Director of Public Works – San Mateo County: _____

Executive Director – C/CAG: _____

C/CAG AGENDA REPORT

Date: June 12, 2008
To: C/CAG Board or Directors
From: Richard Napier
Subject: Review and accept the list of projects for 2nd submittal to the Metropolitan Transportation Commission (MTC) for consideration in the Regional Transportation Plan (RTP)

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

RECOMMENDATION

That the C/CAG Board review and accept the list of projects for 2nd submittal to the Metropolitan Transportation Commission (MTC) for consideration in the Regional Transportation Plan (RTP).

FISCAL IMPACT

None.

SOURCE OF FUNDS

NA

BACKGROUND/DISCUSSION

The Metropolitan Transportation Commission (MTC) updates the 25-year long-range Regional Transportation Plan (RTP) every four years. The current update has been in progress since the fall of 2007, and is targeted for adoption in February 2009. On February 14, 2008, the C/CAG Board approved the initial list of projects from San Mateo County to be submitted to MTC for consideration. Since the RTP is a 25-year planning document, it includes both near- and long-term projects. Some of the smaller projects or related projects belonging to the same program are grouped together and submitted as programs. For example, bicycle and pedestrian improvement program, transit station access improvement program, CalTrain Grade Separation program, etc.

Process used by MTC:

First, MTC along with its partners in the Bay Area, developed the RTP vision & goals. They are: Maintenance/Safety, Reliability, Freight Efficiency, Clean Air, Climate Protection, Focused Growth, Access, and Equity.

Second, projects and programs were developed. Each of the nine Bay Area counties submitted projects and programs in response to the MTC call. In addition to local projects, MTC also proposed its own regional programs and projects. The regional projects included: Focused Growth, Transportation for Livable Communities (TLC), Bike Network, Lifeline program, Climate Protection, Transit and Roadway Maintenance programs, etc.

ITEM 4.10

Third, MTC conducted performance evaluations on selected programs and projects. The performance measures used are: benefit-cost ratio; travel time reduction; particulate matters and CO₂ emission reduction; collision reduction, etc. Evaluation results were provided to the MTC Commissioners and committee members as well as project sponsors to inform their decisions.

In the meantime, MTC developed a financial projection to forecast the expected transportation revenues in the next 25 years. It included all revenues such as Federal funds, State funds, local sales taxes, local fees, toll funds, bond funds, etc. Estimated total revenue for the 25-year Plan period is \$222 billion. Of that, \$192 billion is already committed. That is, funds slated for road maintenance & operations, transit maintenance & operations, transit expansion, and road expansion. The remaining \$30 billion is uncommitted, however, of which only \$17 billion is based on statutorily authorized fund sources. The remaining \$13 billion is considered "Anticipated/Unspecified", that is, unspecified revenues that will likely become available during the life of the RTP Plan period such as non-formula Federal funds, Proposition 1B funding, etc.

In May 2008, MTC conducted outreach workshops in each of the nine Bay Area counties seeking public input. In addition, a MTC Commissioner Workshop was held to kick-off the "trade-off" dialogue. The trade-off process will determine investment options for the uncommitted \$30 billion, i.e., what are the relative sizes for each of the programs for transit maintenance, roadway maintenance, and expansion, etc. Based on previous directions provided by the C/CAG Board, C/CAG staff provided a briefing to the MTC Commissioners representing San Mateo County prior to their workshop, outlining the issues that are important to San Mateo County (see Attachment 1).

MTC is currently requesting each county to provide a priority list of projects to help inform their investment options. Although the exact target amount of expected revenue for each county has not been provided yet, staff has collaborated with the San Mateo County Transportation Authority, SamTrans, and CalTrain staff and developed the list of projects and their financial plans, i.e., the amounts of "Existing" funds, "Financially Constrained" funds, and "Vision" funds for each project.

Definition:

"Existing" funds = funds already committed, including local funds and local sales tax.

"Financially Constrained" funds = uncommitted funds as the \$30 billion described above.

"Vision" funds = unidentified funds yet to be determined, such as not-yet-approved taxes or fees.

ATTACHMENT

1. SM County Comments on the Regional Transportation Plan
2. San Mateo County RTP projects

**SAN MATEO COUNTY COMMENTS
ON THE REGIONAL TRANSPORTATION PLAN**

Freeway Performance Initiative - Fund minimum of what was asked (\$600M). Highest benefit/ cost ratio of any project. Higher could even be justified.

Local Streets and Roads - Maintain "Fix it First" policy adopted in last RTP. LSR Committee recommends the High Maintenance category; however, MTC staff says that would use all the money. Previous RTP was essentially the Low Maintenance category. High maintenance would raise PCI from 64 to 67.

Local Discretion - Should provide local/ county discretion in a similar portion to the last RTP.

- 1- Total Local Discretion - Focus and projects programmed locally.
- 2- Focus selected regionally but programmed/ projects selected locally.

TLC Program - Important program to keep and enhance.

- 1- Preserve the program even with a PDA focus.
- 2- Local discretionary must be maintained in order to fund San Mateo TLC/ HIP program.
- 3- MTC staff recommended maintaining local discretionary as in 2.

Climate Action - Quantify benefit of current policies.

- 1- Recognize current policies such as transit benefit climate.
- 2- Do not duplicate programs regionally.
- 3- Collaborate with other agencies.

Process - Must consider all categories when making choices/ share rather than taking it off the top.

RTP Projects - Must reflect county priorities for projects.

San Mateo C RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
Definition:									
"Existing" funds = funds already committed to the project, including assumed funding from local funds and local sales tax.									
"Financially Constrained" funds = funds will come from uncommitted revenues projected by MTC to come from Fed/State.									
"Vision" funds = un-identified funds yet to be determined, such as not-yet-approved taxes or fees.									
22615	Dumbarton Rail Corridor and station improvements	Makes station facilities and rail corridor improvements in the cities of Redwood City, Menlo Park and East Palo Alto in conjunction with the Dumbarton Corridor.	\$35	35.00	0.00	\$0	Committed	Commuter rail/Urban heavy rail	San Mateo County Transit Authority
230592	Bay Road Improvements and new norther access connections to Ravenswood Business District.	Traffic calming and streetscape iprovements on Bay Road. Includes improvement to bike, pedestrian, and ADA facilities. New northern access connections from Demeter Street in the Ravenswood Business District to University Avenue.	\$14.40	14.40	0.00	\$0	Committed	Enhancements (streetscape/lan dscape)	East Palo Alto
22125	Ferry service from South San Francisco to San Francisco	Provides new ferry service. South San Francisco to San Francisco Ferry Service was one of the new routes identified in the Water Transit Authority's Implementation and Operations Plan. Funding for the route is included in SB 916. The route was included in preferred alternative of the San Francisco Bay Area Water Transit Authority's study "A Strategy to Reduce Traffic Congestion and Improve Air Quality".	\$48.80	48.80	0.00	\$0	Committed	Ferry	WETA
98176 125	US 101 auxiliary lanes from 3rd Avenue to Millbrae and US 101/Peninsula Avenue interchange reconstruction	Auxiliary lanes currently exist from 3rd Avenue to Route 92 in San Mateo. Funds are programmed to construct lanes from Marsh Road to Route 92. This project would extend the northerly auxiliary lane limits from 3rd Avenue to Millbrae Avenue in Millbrae.	\$188.20	188.20	0.00	\$0	Committed	Freeway	
94643	Widen Route 92 between Route 1 and Half Moon Bay city limits	Widen Rote 92, from the Half moon Bay City Limts and Route 1. Add left turn lanes, signal modifications, blycle lanes and shoulders.	\$26.60	26.60	0.00	\$0	Committed	Freeway	
21608	US 101 northbound and southbound auxiliary lanes from Marsh Road to Embarcadero Road.	Add northbound and southbound auxiliary lanes.	\$111.40	111.40	0.00	\$0	Committed	Freeway	SMCTA
230417	US 101/ Holly St. Interchange Modification	Widen EB to NB loop to 2 lanes and eliminate NB to WB Loop.	\$3	3.00	0.00	\$0	Committed	Local interchange	City of San Carlos
21606	US 101/ Willow Road interchange reconstruction	Many of the interchanges along US 101 have substandard designs dating back to the 1940s and 50s and are not designed to handle large volumes of traffic. Most of these older interchanges are cloverleaf. Current design standards favor a diamond design or	\$49.20	49.50	0.00	\$0	Committed	Local interchange	
94656	Devil's Slide bypass	Devil's Slide Bypass (Between Montara and Pacifica (Devils Slide Bypass) - Second Street to Linda Mar Boulevard - bypass/tunnel with approaches)	\$323	323.00	0.00	\$0	Committed	Other roadway (please list)	CalTrans
21618	Dumbarton Corridor Rail	Rehabilitate existing rail infrastructure, procure rolling stock, and commission rail transit service over the Dumbarton bridge between communities on east bay and peninsula	\$39.70	296.30	0.00	243.40	Committed	Commuter rail/Urban heavy rail	

San Mateo County RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
<p>Definition:</p> <p>“Existing” funds = funds already committed to the project, including assumed funding from local funds and local sales tax.</p> <p>“Financially Constrained” funds = funds will come from uncommitted revenues projected by MTC to come from Fed/State.</p> <p>“Vision” funds = un-identified funds yet to be determined, such as not-yet-approved taxes or fees.</p>									
21627	CalTrain Electrification Program	The project includes the installation of 10 traction power substations, an overhead catenary system to supply power to the trains, signal and grade crossing circuitry changes, and related communications improvements. The traction power substations will be small to medium sized outdoor electrical facilities spaced about five to seven miles apart. They will distribute the power along the route. The main components of the overhead catenary system are poles along side the tracks (spaced approximately 180ft apart) which support the wires over the tracks and supply the power to the trains. The signaling, grade crossing and communications portions of the project will be necessary changes to existing circuitry, but be contained within existing or new small enclosures, and therefore be largely invisible.	499.30	354.70	144.60	0.00	Committed	Commuter rail/Urban heavy rail	
94667	SamTrans Americans With Disabilities Act (ADA) services	Provide curb-to-curb paratransit service for eligible users compliant with ADA requirements. Project includes operating support and purchase of vehicles to meet expected increase in service demand	\$322	322.00	0.00	\$0	Committed	Paratransit	San Mateo County Transit District (SAMTRANS)

San Mateo County RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
Definition:									
"Existing" funds = funds already committed to the project, including assumed funding from local funds and local sales tax.									
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"Vision" funds = un-identified funds yet to be determined, such as not-yet-approved taxes or fees.									
230430	San Mateo County wide bicycle and pedestrian improvement program	County-wide program	\$75	0.00	75.00	\$0	New Commitment	Bicycle and pedestrian	C/CAG
22232	Top of the Hill Improvements	Construct streetscape improvements on Mission Street (SR82) from John Daly Boulevard to San Pedro Road.	\$21.50	3.40	18.10	\$0	New Commitment	Bicycle and pedestrian	Daly City
21626	Caltrain grade separation program (San Mateo County)	Grade separate crossings in San Mateo County to eliminate surface street access and prevent pedestrian crossing except at designated station access points.	\$664	396.00	268.00	\$0	New Commitment	Commuter rail/Urban heavy rail	SamTrans/JP B
21623	Caltrain local station improvements in San Mateo County	Improvements including, but not limited to upgrading and/or relocation of platforms, constructing new platforms and pedestrian tunnels or gated/signalized pedestrian crossings, bike and auto parking improvements to increase capacity at station areas and improve passenger flow.	\$109	75.00	34.00	\$0	New Commitment	Commuter rail/Urban heavy rail	SamTrans/JP B
230061	BART Rail Car Replacement Program	Replacement of BART's entire fleet of 669 cars	\$5.30	0.00	5.30	\$0	New Commitment	Commuter rail/Urban heavy rail	BART
127									
22271	Study of Widen Skyline Boulevard (Route 35) to 4-lane roadway from I-280 to Sneath Lane	Study of Widens Skyline Blvd. (SR 35) between I-280 and Sneath Lane. It is currently the last portion of what is otherwise a four lane roadway along Skyline Blvd. The project widens approximately 1.3 miles of the roadway into four lanes.	\$5.00	2.50	2.50	\$0	New Commitment	Expressway	SMCTA
21612	Improvement of Dumbarton Bridge access to US 101	Involves various projects to improve access to/from west side of Dumbarton Bridge on Route 84 connecting to US 101 South. For modeling purposes: (1) Flyover from westbound Hwy 84 to Willow Road (84), (2) Conversion of Willow to Expressway between Route 84 (Bay Front Expressway) and US 101(no lights), (3) Flyover from Willow to US 101 South, (4) Elimination of University and Route 84 Interchange (University will connect to Willow near Highway 84).	\$100	50.00	50.00	\$0	New Commitment	Expressway	San Mateo C/CAG
	Study of Improvement of Dumbarton Bridge access to US 101	Study of various projects to improve access to/from west side of Dumbarton Bridge on Route 84 connecting to US 101 South. For modeling purposes: (1) Flyover from westbound Hwy 84 to Willow Road (84), (2) Conversion of Willow to Expressway between Route 84 (Bay Front Expressway) and US 101(no lights), (3) Flyover from Willow to US 101 South, (4) Elimination of University and Route 84 Interchange (University will connect to Willow near Highway 84).	\$20	10.00	10.00	\$20	New Commitment	Expressway	
22120	Ferry service from Redwood City	Establish Ferry services, first to South San Francisco Ferry Terminal then to the different points along San Francisco Bay.	\$15	15.00	0.00	\$0	New Commitment	Ferry	Water Transit Authority
22282	US 101 operational improvements near Route 92	US 101 operational Improvements near Route 92	\$39.90	19.95	19.95	\$0	New Commitment	Freeway	SMCTA
22261	Route 1/San Pedro Creek Bridge replacement project (Initial Phase)	Removes the existing San Pedro Creek Bridge on US 1 and replace it with a new bridge approximately 5 feet higher than the existing bridge and approximately twice as long so that the channel for the creek under the bridge can be enlarged	\$6.20	3.50	2.70	\$0	New Commitment	Freeway	City of Pacifica
22230	I-280 auxiliary lanes from I-380 to Hickey Boulevard	Adds one auxiliary lane in each direction of travel on I-280 between I-380 and Hickey Boulevard.	\$125	62.50	62.50	\$0	New Commitment	Freeway	SMCTA

San Mateo County RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
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21613	Phase 1 of Route 92 improvements from San Mateo Bridge to I-280, includes uphill passing lane from US 101 to I-280	Phase 1 of widening and uphill passing lane from US 101 to I-280.	\$100.00	50.00	50.00	\$0	New Commitment	Freeway	SMCTA
	Study of Route 92 improvements from San Mateo Bridge to I-280, includes uphill passing lane from US 101 to I-281	Study of widening and uphill passing lane from US 101 to I-280.	\$19.00	9.50	9.50	\$0	New Commitment	Freeway	SMCTA
21610	US 101 auxiliary lanes from San Bruno Avenue to Grand Avenue	Adds northbound and southbound auxiliary lanes.	\$46.10	23.05	23.05	\$0	New Commitment	Freeway	SMCTA
21604	US 101 auxiliary lanes from Sierra Point to San Francisco County line	Adds northbound and southbound auxiliary lanes.	\$6	3.00	3.00	\$0	New Commitment	Freeway	134
21615	I-280/Route 1 interchange safety improvements	Modifies and reconstructs the I-280/Route 1 Interchange (both northbound and southbound), including braided ramps.	\$83.90	41.95	41.95	\$0	New Commitment	Freeway to freeway interchange	SMCTA
230424	Route 92/EI Camino Real Ramp Improvements	Modify half of the Route 92/EI Camino Real Interchange.	\$10	2.60	7.40	\$0	New Commitment	Local interchange	City San Mateo
98204	Construct Route 1 (Calera Pkwy) northbound and southbound lanes from Fassler Avenue to Westport Drive in Pacifica	This project would add a northbound lane of traffic to provide for additional storage capacity between the Reina Del Mar and Fassler Avenue traffic lights so that traffic does not back up south of Fassler Avenue intersection. The project would also coordinate the Fassler and Reina Del Mar traffic signals and may add a third coordinated signal at Mario Way. The Westport Drive at-grade intersection may also be closed, thus improving safety.	\$38.50	16.50	22.00	\$0	New Commitment	Local Interchange	SMCTA
22756	US 101/Candlestick interchange reconstruction	This project will reconstruct US 101/Candlestick Point interchange to a full all directional interchange with a single point cross street connection (via either an overcrossing or undercrossing). The interchange will provide all-direction ramp movements controlled by new signalized intersections at the cross street connections. The US 101 local crossing will allow for a 4-6 lane arterial including Class II bike lanes and sidewalks on both sides and potentially an exclusive lane for a Bus Rapid Transit (BRT) facility.	\$72	45.00	27.00	\$0	New Commitment	Local interchange	Brisbane
22279	Study of US 101/Produce Avenue interchange project	Study of a new interchange to replace the Produce Avenue on/off ramps from Highway 101. The South Airport Boulevard hook ramps to U.S. 101 at Wondercolor Lane would also be incorporated in the project.	\$10	5.00	5.00	\$0	New Commitment	Local interchange	SMCTA
22239	Manor Drive/Route 1 overcrossing widening and improvement project	Provides an overcrossing that may be accessible to both the northbound and southbound Highway 1. The Manor Drive Over-crossing Project will widen the vehicular over-crossing over Highway 1 for better turning radius and increase vehicular and pedestrian safety. It will also install traffic signals at the intersection at both ends of the over-crossing to better facilitate traffic thru the over-crossing thus, <u>reducing air pollution.</u>	\$14.60	7.30	7.30	\$0	New Commitment	Local interchange	SMCAT
22231	Widen north side of John Daly Boulevard/I-280 overcrossing for additional westbound traffic lane and dedicated right-turn lane for southbound I-280 of	Widens north side of John Daly Boulevard / I-280 Overcrossing to provide one additional westbound traffic lane and provide a dedicated right turn for the southbound I-280 off-ramp.	\$13.30	6.65	6.65	\$0	New Commitment	Local interchange	

San Mateo County RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
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22229	US 101/Sierra Point Parkway interchange replacement and Lagoon Way Extension.	The US 101/Sierra Point Parkway interchange will replace a partial interchange and provide improved regional access to Brisbane, Bayshore Blvd. and the proposed Brisbane Baylands project. The Lagoon Way Extension project provides improved regional access to Brisbane, Daly City, and the proposed Brisbane Baylands. It relocates a street with substandard geometrics and provides a full connection to US 101. Both projects are in the CCSF/San Mateo County Bi-County Transportation Study.	\$36	18.00	18.00	\$0	New Commitment	Local Interchange	Brisbane
21607	University Avenue Overpass	Stage 2 modification will continue the overall operational and safety improvements of this interchange. Stage 2 has been planned over two phases: Phase 2A will include construction of a diagonal southbound off-ramp, widening of University Avenue overcrossing for pedestrians on the north side of the structure and adding approximately 400 meters of auxiliary lane on the southbound. Phase 2B of the project will include widening the over-crossing structure on the south side as well as the approaches on both sides of the structure to accommodate bike lanes. Stage 2B will be implemented upon securing funding and currently remains unfunded. The City is seeking grants funds to complete stage 2B. The cost estimate for stage 2B is \$ 0.90 million.	\$6	2.00	4.00	\$0	New Commitment	Local Interchange	City of East Palo Alto
21603	US 101/Woodside Road interchange improvements	Modifies the Woodside Road Interchange at US 101.	\$53.20	26.60	26.60	\$0	New Commitment	Local Interchange	
21602	US 101/Broadway interchange reconstruction	Reconstructs the US 101/Broadway interchange.	\$50.60	25.30	25.30	\$0	New Commitment	Local Interchange	
94644	Route 92 westbound slow vehicle lane between Route 35 and I-280	Constructs a westbound slow vehicle lane on Route 92.	\$47.10	30.21	16.89	\$0	New Commitment	Freeway	SMCTA
22751	Route 1 operational and safety improvements in Half Moon Bay area	Extends the northerly 4-lane section north of Strawflower Shopping Center to the Half Moon Bay city limits near Capistrano Road. Project would also channelize Route 1 at local intersections to provide safer access.	\$35.90	17.95	17.95	\$0	New Commitment	Major Arterial	SMCTA
21893	Route 92 between Half Moon Bay city limits and Pilarcitos Creek alignment and shoulder improvements	Widens shoulders and travel lanes to standard widths. Straighten curves at few locations.	\$40	20.00	20.00	\$0	New Commitment	Major Arterial	SMCTA
21892	Widen Route 84 from 4 lanes to 6 lanes from El Camino Real to Broadway	Widens Woodside Road from 4 to 6 lanes. Add shoulders.	\$13.30	6.65	6.65	\$0	New Commitment	Major Arterial	SMCTA
22226	Bayshore Intermodal Facility (cross platform transfers with 3rd Street LRT at Caltrain Bayshore station and BRT & bus connections)	This project will create an intermodal transit center for Caltrain, MUNI LRT, and MUNI and SamTrans buses. It will include cross-platform transit transfers between the MUNI Third Street LRT Station and the Caltrain Bayshore Station, and between MUNI Third Street Light Rail Station. Bicycle support facilities will also be included in the design of the station.	\$42.60	21.30	21.30	\$0	New Commitment	Other transit (please list)	Brisbane
230434	Local streets traffic management program	In various cities.	\$20	0.00	20.00	\$0	New Commitment	Other (please list)	C/CAG
22274	Intelligent Transportation System (ITS) improvements and TOS in San Mateo County	Provides transportation system management improvements using Intelligent Transportation System (ITS) elements and TOS equipment throughout San Mateo County.	\$70	20.00	50.00	\$0	New Commitment	Other (please list)	San Mateo C/CAG

San Mateo County RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
Definition: "Existing" funds = funds already committed to the project, including assumed funding from local funds and local sales tax. "Financially Constrained" funds = funds will come from uncommitted revenues projected by MTC to come from Fed/State. "Vision" funds = un-identified funds yet to be determined, such as not-yet-approved taxes or fees.									
21624	Transit-Oriented Development Incentives Program	Implements the county's TOD Incentive Program. Local jurisdictions submit claims for incentive funds. All eligible projects receive funding. To be eligible, housing project must be within 1/2 mile of Caltrain and have a density of 40 units per acre. This award is \$2,000 per bedroom.	\$30	0.00	30.00	\$0	New Commitment	Other (please list)	San Mateo C/CAG
230432	Modifications to local streets and roads in San Mateo County	At various locations. No regional impacts.	\$20	0.00	20.00	\$0	New Commitment	Other roadway (please list)	C/CAG
230428	Blomquist Street Extension	Connect and realign Blomquist street, over Redwood Creek, to East Bayshore and Bair Island Road	\$5	5.00	0.00	\$0	New Commitment	Other roadway (please list)	City of Redwood City
22227	Geneva Avenue Extension	This project will involve the construction of a 4-6 lane arterial from the terminus of Geneva Avenue in the City of Brisbane to the U.S. 101/Candlestick Point interchange. The project will include a grade separation at the Caltrain tracks and Tunnel Avenue. The Geneva Avenue extension would include Class II bike lanes, on-street parking, and sidewalks on both sides, a median light rail reservation and potentially an exclusive lane for a Bus Rapid Transit (BRT) facility.	\$94.30	58.90	35.40	\$0	New Commitment	Other roadway (please list)	Brisbane
22855	Countywide shuttle service programs	Provide connecting service between Caltrain stations and major activity centers. Provide transit-to-workplace connection to encourage public transit use which is free to the passenger, and subsidized by major employers. Purchase vehicles for program. Local shuttle services also.	\$131	97.00	34.00	\$0	New Commitment	Shuttle bus	San Mateo County Transit District

San Mateo County / RTP Projects

ID	Title	Description	Total Cost (millions of 2007\$)	Existing Funding (millions of 2007\$)	Financially Constrained Element (millions of 2007\$)	Vision Element (millions of 2007\$)	Investment Type	Mode	Agency
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230192	SamTrans Enhanced Bus Program	Provide improved transit operations by enhancing frequency of service and improving travel times over current fixed route service, using transit priority signal networks and specialized signal timing and exploration of dedicated bus lanes in targeted corridors.	\$40	0.00	0.00	\$40	Vision	Bus rapid transit	San Mateo County Transit District
22534	BART (San Mateo County share) operating and capital program shortfall		\$0	0.00	0.00	\$100.30	Vision	Commuter rail/Urban heavy rail	
22486	Caltrain (San Mateo County share) operating and capital program shortfall		\$0	0.00	0.00	\$178	Vision	Local bus	
22408	Non-Metropolitan Transportation Systems (MTS) streets and roads pavement and non-pavement rehabilitation shortfall		\$0	0.00	0.00	\$178	Vision	Major Arterial	
230149	Transportation System Improvements for San Mateo Parklands	The scope of this project is a set of capital improvements in San Mateo that improve access to newly acquired National Park Service (NPS) lands for park visitors and County residents. The Golden Gate National Recreation Area (GGNRA) is in the process of developing and implementing a Long Range Transportation Plan (LRTP), and this project is critical to GGNRA achieving its long term goals. In order to achieve these goals in San Mateo County, the GGNRA needs to focus on creating a more recognizable NPS presence through increased signage and improved way finding materials and equipment. Additionally, the other components of this project are intended to improve multi-modal access for the traveling public and county residents who find their way to the park.	\$17.20	0.00	0.00	\$17.20	Vision	Other roadway (please list)	GGNRA
21609	I-280/I-380 local access improvements from Sneath Lane and San Bruno Avenue to I-380	Proposes to construct local access improvements at the existing I-280 / I-380 interchange located in the City of San Bruno. The project provides access to I-380 from the two main east-west secondary roads of Sneath Lane and San Bruno Avenue.	\$19.90	0.00	0.00	\$19.90	Vision	Local Interchange	SMCTA
TOTALS:			\$4,512	2,970.21	1,241.59	\$777			

C/CAG AGENDA REPORT

Date: June 12, 2008
TO: C/CAG Board of Directors
From: Richard Napier - C/CAG
Subject: Review and approval of C/CAG Legislative priorities, positions and Legislative update.

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

The material will be provided separately in the packet or at the Board meeting.

ITEM 5.1

C/CAG AGENDA REPORT

Date: June 12, 2008
TO: C/CAG Board of Directors
From: Richard Napier - C/CAG
Subject: Status report on funding for the Smart Corridors project

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

A verbal report will be provided at the Board meeting.

ITEM 5.2.1

C/CAG AGENDA REPORT

Date: June 12, 2008

To: City/County Association of Governments Board of Directors

From: Richard Napier, Executive Director

Subject: Review and approval of Resolution 08-30 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the Project Approval/Environmental Document (PA/ED) phase of the San Mateo County Smart Corridors project.

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

RECOMMENDATION

Review and approval of Resolution 08-30 authorizing the C/CAG Chair to execute a Cooperative Agreement with Caltrans for the Project Approval/Environmental Document (PA/ED) phase of the San Mateo County Smart Corridors project.

FISCAL IMPACT

No impacts to the C/CAG budget.

SOURCE OF FUNDS

N/A

BACKGROUND/DISCUSSION

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

On February 14, 2008, the C/CAG Board approved the development of a Project Approval and Environmental Documentation (PA/ED) for the San Mateo County Smart Corridors Project. The work includes preparation of technical reports identifying potential project impacts and obtaining California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA)

ITEM 5.2.2

clearances. Caltrans, acting as the CEQA lead agency, will oversee the preparation of the required environmental documentation associated with the project. The execution of this Cooperative Agreement will enable Caltrans to proceed with their role as CEQA lead as well as providing independent quality assurance oversight work on this project. With the completion of the PA/ED phase of the project, additional cooperative agreement(s) will be generated for the design and construction phases.

A portion of the Smart Corridors project, from I-380 in the City of San Bruno to Holly Street in the City of San Carlos, was recently awarded \$10M from the TLSP Program (Traffic Light Synchronization Program). In addition, C/CAG has also programmed \$10M in the 2008 STIP (State Transportation Improvement Program) for this segment of the Smart Corridors for a total project implementation (design and construction) cost of \$20M.

ATTACHMENTS

- Resolution 08-30
- Cooperative Agreement

RESOLUTION 08-30

* * * * *

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE CHAIR TO
EXECUTE A COOPERATIVE AGREEMENT WITH CALTRANS FOR
THE PROJECT APPROVAL/ENVIRONMENTAL DOCUMENT (PA/ED)
PHASE OF THE SAN MATEO COUNTY SMART CORRIDORS PROJECT**

* * * * *

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

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

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

WHEREAS, C/CAG and the California Department of Transportation (Caltrans) are partners in the development of the Project Approval/Environmental Document (PA/ED) phase of the San Mateo County Smart Corridors Project; and

WHEREAS, C/CAG will be the project implementation agency and Caltrans will act as the California Environmental Quality Act (CEAQ) lead agency and project oversight; and

WHEREAS, the Cooperative Agreement term is set to expire at the completion of the PA/ED Phase of the Smart Corridors Project; and

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute a Cooperative Agreement between C/CAG and Caltrans for the PA/ED Phase of the Smart Corridors, subject to approval by the C/CAG Legal Counsel. This agreement is attached hereto and is in a form that will be approved by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

COOPERATIVE AGREEMENT
REGARDING PROJECT APPROVAL AND ENVIRONMENTAL DOCUMENT
(PA&ED)

This agreement, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

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

RECITALS

1. CALTRANS and C/CAG, collectively referred to as PARTNERS, are authorized to enter into a cooperative agreement for improvements to the SHS per Streets and Highways Code sections 114 and/or 130.
2. WORK completed under this agreement contributes toward the deployment of Intelligent Transportation System elements along State routes and local streets, which deployment is referred to as the PROJECT.
3. PARTNERS will cooperate to complete the PROJECT Approval and Environmental Document (PA&ED) phase of PROJECT.
4. There are no prior PROJECT-related cooperative agreements, but it is anticipated and expected that this will be the first agreement in a series of six (6) PROJECT-related cooperative agreements. It is anticipated that those other agreements will be: ii) PS&E; iii) R/W Support; iv) R/W Capital; v) Construction Support; and vi) Construction Capital.
5. Prior to this agreement, C/CAG developed the PROJECT Initiation Document.
6. The estimated date for COMPLETION OF WORK under this PA&ED agreement is August 30, 2008.
7. PARTNERS now define in this agreement the terms and conditions under which they will accomplish WORK.

DEFINITIONS

The following terms shall have the following meanings throughout this Agreement:

CALTRANS STANDARDS – CALTRANS policies and procedures, including, but not limited to, the guidance provided in release 9.0 of the *Guide to Project Delivery Workplan Standards* (previously known as WBS Guide) available at <http://dot.ca.gov>.

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

COMPLETION OF WORK – All PARTNERS have met all scope, cost, and schedule commitments included in this agreement and have signed a COOPERATIVE AGREEMENT CLOSURE STATEMENT. Each PARTNER agrees to sign the when the COOPERATIVE AGREEMENT CLOSURE STATEMENT for this WORK when the other PARTNER has complete its obligations as specified in this PA&ED Agreement.

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

FHWA – Federal Highway Administration.

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

FUNDING PARTNER – Under this PA&ED Agreement, C/CAG is the Funding partner and is the partner who commits a defined dollar amount to WORK.

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

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

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

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

IMPLEMENTING AGENCY – Under this PA&ED Agreement, C/CAG is the Implementing Agency and is the partner responsible for managing the scope, cost, and schedule of a project PROJECT component to ensure the completion of that component.

IQA – Independent Quality Assurance – Ensuring that IMPLEMENTING AGENCY’S quality assurance activities result in WORK being developed in accordance with the applicable

standards and within an established Quality Management Plan. IQA does not include any work necessary to actually develop or deliver WORK or any validation by verifying or rechecking work performed by another partner.

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

PA&ED (Project Approval and Environmental Document) – The project component that includes the activities required to deliver the project approval and environmental documentation for PROJECT.

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

PROJECT MANAGEMENT PLAN – A group of documents used to guide the PROJECT'S execution and control throughout the PROJECT'S lifecycle.

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

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

SHS – State Highway System.

SPENDING SUMMARY – The designation of how the PARTNERS will spend funds within each PROJECT component, provided in table form.

SPONSOR(S) – Under this PA&ED Agreement, C/CAG is the Sponsor and is the partner that accepts the obligation to secure financial resources to fully fund the applicable portion of the WORK. This includes any additional funds beyond those committed in this PA&ED Agreement necessary to complete the full scope of WORK defined in this PA&ED Agreement or to settle claims.

WORK – All scope and cost commitments included in this PA&ED Agreement.

RESPONSIBILITIES

8. C/CAG is the SPONSOR for all WORK under this PA&ED Agreement.

9. C/CAG is the only FUNDING PARTNER under this PA&ED Agreement. C/CAG's funding commitment is defined in the FUNDING SUMMARY.
10. C/CAG is the IMPLEMENTING AGENCY for PA&ED Agreement.

SCOPE

Scope: General

11. All WORK will be performed in accordance with federal and California laws, regulations, and standards.

All WORK will be performed in accordance with FHWA STANDARDS and CALTRANS STANDARDS.
12. C/CAG will provide a Quality Management Plan for the PA&ED component of the PROJECT MANAGEMENT PLAN.
13. CALTRANS will provide IQA for the portions of WORK within existing and proposed SHS right of way. CALTRANS retains the right to reject noncompliant WORK, protect public safety, preserve property rights, and ensure that all WORK is in the best interest of the SHS.
14. C/CAG may provide IQA for the portions of WORK outside existing and proposed SHS right of way.
15. PARTNERS may, at their own expense, have a representative observe any scope, cost, or schedule commitments performed by another partner. Observation does not constitute authority over those commitments.
16. Each partner will ensure that all of their personnel participating in WORK are appropriately qualified to perform the tasks assigned to them.
17. PARTNERS will invite each other to participate in the selection and retention of any consultants who participate in WORK.
18. PARTNERS will conform to sections 1720 through 1815 of the California Labor Code and all applicable regulations and coverage determinations issued by the Director of Industrial Relations if PROJECT work is done under contract (not completed by a partner's own employees) and is governed by the Labor Code's definition of a "public work" (section 1720(a)(1)).

PARTNERS will include prevailing wage requirements in all contracts for “public work” and will require their contractors and consultants to include prevailing wage requirements in all agreement-funded subcontracts for “public work”.

19. C/CAG will be available to help resolve WORK-related problems generated by the PA&ED component of the PROJECT for the entire duration of the PROJECT.
20. CALTRANS will issue, upon proper application, at no cost, the encroachment permits required for WORK within SHS right of way.

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

21. If unanticipated cultural, archaeological, paleontological, or other protected resources are discovered during WORK, all work in that area will stop until a qualified professional can evaluate the nature and significance of the discovery and a plan is approved for its removal or protection.
22. All administrative draft and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for PROJECT will be held in confidence pursuant to Government Code section 6254.5(e).

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

23. If any partner receives a public records request, pertaining to WORK under this agreement, that partner will notify PARTNERS within five (5) working days of receipt and make PARTNERS aware of any transferred public documents.
24. If HM-1 or HM-2 is found during WORK under this PA&ED Agreement, C/CAG will immediately notify CALTRANS.
25. CALTRANS, independent of PROJECT, is responsible for any HM-1 found within existing SHS right of way. CALTRANS will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impact to PROJECT schedule.
26. C/CAG, independent of PROJECT, is responsible for any HM-1 found outside existing SHS right of way. C/CAG will undertake HM-1 MANAGEMENT ACTIVITIES with minimum impacts to PROJECT schedule.
27. If HM-2 is found within PROJECT limits, the partner responsible for the advertisement, award, and administration (AAA) of the PROJECT construction contract will be responsible for managing HM-2 MANAGEMENT ACTIVITIES.

28. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.
29. PARTNERS will comply with all of the commitments and conditions set forth in the environmental permits, approvals, and agreements as those commitments and conditions apply to each partner's responsibilities in this agreement.
30. C/CAG will furnish CALTRANS with written monthly progress reports during the implementation of WORK under this PA&ED Agreement.
31. Upon COMPLETION OF WORK, ownership and title to all materials and equipment constructed or installed as part of WORK within SHS right of way become the property of CALTRANS.
32. C/CAG may accept, reject, compromise, settle, or litigate claims of any non-agreement parties hired to do WORK pursuant to this PA&ED Agreement.
33. PARTNERS will confer on any claim that may affect WORK or PARTNERS' liability or responsibility under this agreement in order to retain resolution possibilities for potential future claims. No partner shall prejudice the rights of another partner.
34. PARTNERS will maintain and make available to each other all WORK-related documents, including financial data, during the term of this agreement and retain those records for four (4) years from the date of termination or COMPLETION OF WORK, or three (3) years after the final federal voucher, whichever is later.
35. PARTNERS have the right to audit each other in accordance with generally accepted governmental audit standards.

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

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

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

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

36. PARTNERS consent to service of process by mailing copies by registered or certified mail, postage prepaid. Such service becomes effective 30 calendar days after mailing.

However, nothing in this agreement affects PARTNERS' rights to serve process in any other matter permitted by law.

37. PARTNERS will not incur costs beyond the funding commitments in this PA& ED Agreement. If C/CAG anticipates that funding for WORK will be insufficient to complete WORK, C/CAG will seek out additional funds and PARTNERS will amend this agreement accordingly.
38. If WORK stops for any reason, C/CAG will place all facilities impacted by WORK in a safe and operable condition acceptable to CALTRANS.
39. If WORK stops for any reason, PARTNERS are still obligated to implement all applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, as they apply to each partner's responsibilities in this agreement, in order to keep PROJECT in environmental compliance until WORK resumes.
40. PARTNERS accept responsibility to complete the activities identified on the SCOPE SUMMARY. Activities marked with "N/A" on the SCOPE SUMMARY are not included in the scope of this agreement.

Scope: PROJECT Approval and Environmental Document (PA&ED)

41. CALTRANS is the CEQA lead agency. CALTRANS will determine the type of environmental documentation required and will cause that documentation to be prepared.
42. All partners involved in the preparation of CEQA environmental documentation will follow the CALTRANS STANDARDS that apply to the CEQA process.
43. Pursuant to SAFETEA-LU Section 6004 and/or 6005, CALTRANS is the NEPA lead agency for PROJECT and will assume responsibility for NEPA compliance and will prepare any needed NEPA environmental documentation or will cause that documentation to be prepared.
44. All partners involved in the preparation of NEPA environmental documentation will follow FHWA STANDARDS that apply to the NEPA process including, but not limited to, the guidance provided in the FHWA Environmental Guidebook available at www.fhwa.dot.gov/hep/index.htm.
45. C/CAG will prepare the appropriate environmental documentation to meet CEQA requirements.
46. C/CAG will prepare the appropriate NEPA environmental documentation to meet NEPA requirements.

47. Any partner preparing any portion of the CEQA environmental documentation, including any studies and reports, will submit that portion of the documentation to the CEQA lead agency for review, comment, and approval at appropriate stages of development prior to public availability.

If the CEQA lead agency makes any changes to the CEQA documentation, the CEQA lead agency will allow the partner(s) involved in its preparation to review, comment, and concur on those changes prior to the CEQA lead agency's approval and public availability.

48. Any partner preparing any portion of the NEPA environmental documentation (including, but not limited to, studies, reports, public notices, and public meeting materials, determinations, administrative drafts, and final environmental documents) will submit that portion of the documentation to CALTRANS for CALTRANS' review, comment, and approval prior to public availability.
49. C/CAG will prepare, publicize and circulate all CEQA-related public notices and will submit said notices to the CEQA lead agency for review, comment, and approval prior to publication and circulation.
50. C/CAG will prepare, publicize, and circulate all NEPA-related public notices, except Federal Register notices. C/CAG will submit all notices to CALTRANS for CALTRANS' review, comment, and approval prior to publication and circulation.

CALTRANS will work with the appropriate federal agency to publish notices in the Federal Register.

51. The CEQA lead agency will attend all CEQA-related public meetings.
52. C/CAG will plan, schedule, prepare materials for, and host all CEQA-related public meetings and will submit all materials to the CEQA lead agency for review, comment, and approval at least 10 working days prior to the public meeting date.
53. The NEPA lead agency will attend all NEPA-related public meetings.
54. C/CAG will plan, schedule, prepare materials for, and host all NEPA-related public meetings. C/CAG will submit all materials to CALTRANS for CALTRANS' review, comment, and approval at least 10 working days prior to the public meeting date.
55. If a partner who is not the CEQA or NEPA lead agency holds a public meeting about PROJECT, that partner must clearly state their role in PROJECT and the identity of the CEQA and NEPA lead agencies on all meeting publications. All meeting publications must also inform the attendees that public comments collected at the meetings are not part of the CEQA or NEPA public review process.

That partner will submit all meeting advertisements, agendas, exhibits, handouts, and materials to the appropriate lead agency for review, comment, and approval at least 10

working days prior to publication or use. If that partner makes any changes to the materials, that partner will allow the appropriate lead agency to review, comment on, and approve those changes three (3) working days prior to the public meeting date.

The CEQA lead agency maintains final editorial control with respect to text or graphics that could lead to public confusion over CEQA-related roles and responsibilities. The NEPA lead agency has final approval authority with respect to text or graphics that could lead to public confusion over NEPA-related roles and responsibilities.

56. The partner preparing the environmental documentation, including the studies and reports, will ensure that qualified personnel remain available to help resolve environmental issues and perform any necessary work to ensure that PROJECT remains in environmental compliance.
57. C/CAG will coordinate the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), U.S. Forest Service Permit(s), U.S. Coast Guard Permit, Department of Fish and Game 1600 Agreement(s), Coastal Zone Development Permit, Waste Discharge (NPDES) Permit, U.S. Fish and Wildlife Service Approval, Regional Water Quality Control Board 401 Permit, Updated Environmental Commitments Record, and Other Permits.
58. C/CAG will obtain the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), U.S. Forest Service Permit(s), U.S. Coast Guard Permit, Department of Fish and Game 1600 Agreement(s), Coastal Zone Development Permit, Waste Discharge (NPDES) Permit, Regional Water Quality Control Board 401 Permit, and Other Permits.
59. C/CAG will implement (ensure that terms and conditions are met for) the following resource agency permits, agreements, and/or approvals: U.S. Army Corps of Engineers Permit (404), U.S. Forest Service Permit(s), U.S. Coast Guard Permit, Department of Fish and Game 1600 Agreement(s), Coastal Zone Development Permit, Waste Discharge (NPDES) Permit, U.S. Fish and Wildlife Service Approval, Regional Water Quality Control Board 401 Permit, Updated Environmental Commitments Record, and Other Permits.

COST

Cost: General

60. C/CAG will use its best efforts to secure funds for all WORK including any additional funds beyond C/CAG's existing commitments in this PA&ED Agreement. Any change to the funding commitments outlined in this agreement requires an amendment to this PA&ED Agreement.
61. The cost of any awards, judgments, or settlements generated by WORK is a WORK cost.

62. CALTRANS, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to HM-1 found within existing SHS right of way.
63. C/CAG, independent of PROJECT, will pay all costs for HM MANAGEMENT ACTIVITIES related to any HM-1 found outside of existing SHS right of way.
64. HM MANAGEMENT ACTIVITIES costs related to HM-2 are a PROJECT CONSTRUCTION cost.
65. The cost of coordinating, obtaining, complying with, implementing, and if necessary renewing and amending resource agency permits, agreements, and/or approvals is a WORK cost.
66. The cost to comply with and implement the commitments set forth in the environmental documentation is WORK cost.
67. The cost to ensure that PROJECT remains in environmental compliance is a WORK cost.
68. The cost of defending any legal challenges to the CEQA or NEPA environmental process or documentation is a WORK cost.
69. Independent of WORK costs, CALTRANS will fund the cost of its own IQA for WORK done within existing or proposed future SHS right of way.
70. Independent of WORK costs, C/CAG will fund the cost of its own IQA for WORK done outside existing or proposed future SHS right of way.
71. Fines, interest, or penalties levied against any partner will be paid, independent of WORK costs, by the partner whose actions or lack of action caused the levy. That partner will indemnify and defend all other partners.
72. The cost to place PROJECT right of way in a safe and operable condition and meet all environmental commitments is a WORK cost.
73. Because IMPLEMENTING AGENCY is responsible for managing the scope, cost, and schedule of a project component, if there are insufficient funds available in this agreement to place the right of way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

That IMPLEMENTING AGENCY may request reimbursement for these costs during the amendment process.

74. If there are insufficient funds in this Agreement to implement applicable commitments and conditions included under this PA&ED Agreement in connection with PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at

a time that WORK pursuant to this PA&ED Agreement stops, C/CAG, as the Implementing Agency under this PA&ED Agreement, accepts responsibility to fund these activities until such time as PARTNERS amend this agreement.

C/CAG may request reimbursement for these costs during the amendment process.

75. PARTNERS will pay invoices within 30 calendar days of receipt of invoice.
76. C/CAG accepts responsibility to provide the funds identified on the FUNDING SUMMARY.
77. C/CAG accepts responsibility to ensure full funding for the identified scope of work.

Cost: PROJECT Approval and Environmental Document (PA&ED)

78. The cost to prepare, publicize, and circulate all CEQA and NEPA-related public notices is a WORK cost.
79. The cost to plan, schedule, prepare, materials for, and host all CEQA and NEPA-related public hearings is a WORK cost.
80. C/CAG will secure funds for any legal challenges to the CEQA or NEPA environmental process or documentation as a WORK cost.
81. C/CAG will bear 100% of the cost of PA&ED under this Agreement as shown on the FUNDING SUMMARY.
82. Based on the information compiled in the SPENDING SUMMARY, the following partners will submit invoices for PA&ED:
 - CALTRANS will invoice C/CAG

SCHEDULE

83. PARTNERS will manage the schedule for WORK through the work plan included in the PROJECT MANAGEMENT PLAN.

GENERAL CONDITIONS

84. This agreement is subject to and governed by the Constitution and laws of the State of California. This agreement shall be enforceable in the State of California. Any legal action arising from this agreement will be filed and maintained in the Superior Court of San Mateo County.

85. All obligations of CALTRANS under the terms of this agreement are subject to the appropriation of resources by the Legislature, the State Budget Act authority, and the allocation of funds by the California Transportation Commission.
86. Any partner who performs IQA does so for their own benefit. Other partners or parties not signatory to this agreement cannot assign liability to that partner by reason of their IQA activities.
87. Neither C/CAG nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CALTRANS under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS or arising under this agreement.

CALTRANS agrees to fully defend, indemnify, and save harmless C/CAG and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS or its authorized agents under this agreement.

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

C/CAG agrees to fully defend, indemnify, and save harmless CALTRANS and all of its officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories or assertions of liability occurring by reason of anything done or omitted to be done by C/CAG or its authorized agents under this agreement. This agreement is not intended to create a third party beneficiary or define duties, obligations, or rights in parties not signatory to this agreement. This agreement is not intended to affect the legal liability of PARTNERS by imposing any standard of care for completing WORK different from the standards imposed by law.

90. PARTNERS will not assign or attempt to assign agreement obligations to parties not signatory to this agreement.
91. A waiver of a partner's performance under this agreement will not constitute a continuous waiver of any other provision. An amendment made to any article or section of this agreement does not constitute an amendment to or negate all other articles or sections of this agreement.
92. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

93. If any partner defaults in their agreement obligations, the non-defaulting partner(s) will request in writing that the default be remedied within 30 calendar days. If the defaulting partner fails to do so, the non-defaulting partner(s) may initiate dispute resolution.
94. PARTNERS will first attempt to resolve agreement disputes at the PROJECT team level. If they cannot resolve the dispute themselves, the CALTRANS district director and the executive officer of C/CAG will attempt to negotiate a resolution. If no resolution is reached, PARTNERS' legal counsel will initiate mediation. PARTNERS agree to participate in mediation in good faith and will share equally in its costs.

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

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

Any civil complaints will be filed in the Superior Court of San Mateo County. The prevailing partner will be entitled to an award of all costs, fees, and expenses, including reasonable attorney fees as a result of litigating a dispute under this agreement or to enforce the provisions of this article including equitable relief.

95. PARTNERS maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.
96. If any provisions in this agreement are deemed to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other agreement provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this agreement.
97. This agreement is intended to be PARTNERS' final expression and supersedes all prior oral understanding or writings pertaining to WORK.
98. If during performance of WORK additional activities or environmental documentation is necessary to keep PROJECT in environmental compliance, PARTNERS will amend this agreement to include completion of those additional tasks.
99. PARTNERS will execute a formal written amendment if there are any changes to the commitments made in this agreement.
100. This agreement will terminate upon COMPLETION OF WORK or upon 30 calendar days' written notification to terminate and acceptance between PARTNERS, whichever occurs first.

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

101. The following documents are attached to, and made an express part of this agreement: SCOPE SUMMARY, FUNDING SUMMARY, SPENDING SUMMARY.
102. Signatories may execute this agreement through individual signature pages provided that each signature is an original. This agreement is not fully executed until all original signatures are attached.

CONTACT INFORMATION

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

The primary agreement contact person for CALTRANS is:

AL B. Lee, Project Manager
111 Grand Avenue
Oakland, California 94612
Office Phone: (510) 286-7211
Mobile Phone: (510) 715-8663
Fax Number:
Email:

The primary agreement contact person for C/CAG is:

John Hoang, Project Manager
555 County Center, Fifth Floor
Redwood City, California 94063
Office Phone: (650) 363-4105
Mobile Phone: (415) 971-2057
Fax Number:
Email:

SIGNATURES

PARTNERS declare that:

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

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

C/CAG

By: _____
Stewart D. Ng
Deputy District Director-Design (Interim)

By: _____
Deborah C. Gordon
Chair

CERTIFIED AS TO FUNDS:

Attest: _____
Richard Napier
Executive Director

By: _____
Cynthia Stratton
District Budget Manager

APPROVED AS TO FORM AND
PROCEDURE

By: _____
Lee Thompson
Counsel

SCOPE SUMMARY

4	5	6	7	8	Description	CALTRANS	C/CAG	N/A
2					Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205	X	X	
	160				Perform Preliminary Engineering Studies and Draft Project Report		X	
	165				Perform Environmental Studies and Prepare Draft Environmental Document	X	X	
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document		X	
		10			General Environmental Studies		X	
		15			Biological Studies		X	
		20			Cultural Resource Studies		X	
		25			Draft Environmental Document or Categorical Exemption/Exclusion	X	X	
			10		Section 4(F) Evaluation		X	
			20		Environmental Quality Control and Other Reviews	X		
			25		Approval to Circulate Resolution	X		
			30		Environmental Coordination		X	
			99		Other Draft Environmental Document Products		X	
		30			NEPA Delegation	X		
		45			Required Permits During PA&ED Development		X	
		50			Permits During PA&ED Development		X	
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification		X	
	180				Prepare and Approve Project Report and Final Environmental Document	X	X	
		05			Final Project Report		X	
		10			Final Environmental Document	X	X	
			05		Approved Final Environmental Document	X		
			05		Draft Final Environmental Document Review	X		
			10		Revised Draft Final Environmental Document	X		
			15		Section 4(F) Evaluation	X		
			20		Findings	X		
			25		Statement of Overriding Considerations	X		
			30		CEQA Certification	X		
			40		Section 106 Consultation and MOA	X		
			45		Section 7 Consultation	X		
			50		Final Section 4(F) Statement	X		
			55		Floodplain Only Practicable Alternative Finding	X		
			60		Wetlands Only Practicable Alternative Finding	X		
			65		Section 404 Compliance	X		
			70		Mitigation Measures	X		
			10		Public Distribution of Final Environmental Document and Respond To Comments		X	

		15	Final Right of Way Relocation Impact Document		X	
		99	Other Final Environmental Document Products		X	
		15	Completed Environmental Document	X	X	
		05	Record of Decision (NEPA)	X		
		10	Notice of Determination (CEQA)	X		
		20	Environmental Commitments Record		X	
		99	Other Completed Environmental Document Products		X	
		20	NEPA Delegation	X		
	205		Obtain Permits, Agreements, and Route Adoptions		X	

FUNDING SUMMARY

Funding Source	Funding Partner	Funding Type	PA&ED	Subtotal Support	Subtotal Capital	Subtotal Funds Type
LOCAL	C/CAG	Local	\$300,000.00	\$300,000.00	\$0.00	\$300,000.00
		Subtotals by Component	\$300,000.00	\$300,000.00	\$0.00	\$300,000.00

SPENDING SUMMARY

PA&ED

4	5	6	7	8	Description	Work Party	C/CAG Local
2					Project Approval and Environmental Document (PA&ED) - 160, 165, 175, 180, 205		
	160				Perform Preliminary Engineering Studies and Draft Project Report	C/CAG	100%
	165				Perform Environmental Studies and Prepare Draft Environmental Document		
		05			Environmental Scoping of Alternatives Identified for Studies in Project Initiation Document	C/CAG	100%
		10			General Environmental Studies	C/CAG	100%
		15			Biological Studies	C/CAG	100%
		20			Cultural Resource Studies	C/CAG	100%
		25			Draft Environmental Document or Categorical Exemption/Exclusion		
			10		Section 4(F) Evaluation	C/CAG	100%
			20		Environmental Quality Control and Other Reviews	CALTRANS	100%
			25		Approval to Circulate Resolution	CALTRANS	100%
			30		Environmental Coordination	C/CAG	100%
			99		Other Draft Environmental Document Products	C/CAG	100%
		30			NEPA Delegation	CALTRANS	100%
		45			Required Permits During PA&ED Development	C/CAG	100%
		50			Permits During PA&ED Development	C/CAG	100%
	175				Circulate Draft Environmental Document and Select Preferred Project Alternative Identification	C/CAG	100%
	180				Prepare and Approve Project Report and Final Environmental Document		
		05			Final Project Report	C/CAG	100%
		10			Final Environmental Document		
			05		Approved Final Environmental Document	CALTRANS	100%
				05	Draft Final Environmental Document Review	CALTRANS	100%
				10	Revised Draft Final Environmental Document	CALTRANS	100%
				15	Section 4(F) Evaluation	CALTRANS	100%
				20	Findings	CALTRANS	100%
				25	Statement of Overriding Considerations	CALTRANS	100%
				30	CEQA Certification	CALTRANS	100%
				40	Section 106 Consultation and MOA	CALTRANS	100%
				45	Section 7 Consultation	CALTRANS	100%
				50	Final Section 4(F) Statement	CALTRANS	100%
				55	Floodplain Only Practicable Alternative Finding	CALTRANS	100%
				60	Wetlands Only Practicable Alternative Finding	CALTRANS	100%
				65	Section 404 Compliance	CALTRANS	100%
				70	Mitigation Measures	CALTRANS	100%
			10		Public Distribution of Final Environmental Document and Respond To Comments	C/CAG	100%

		15		Final Right of Way Relocation Impact Document	C/CAG	100%
		99		Other Final Environmental Document Products	C/CAG	100%
		15		Completed Environmental Document		
		05		Record of Decision (NEPA)	CALTRANS	100%
		10		Notice of Determination (CEQA)	CALTRANS	100%
		20		Environmental Commitments Record	C/CAG	100%
		99		Other Completed Environmental Document Products	C/CAG	100%
		20		NEPA Delegation	CALTRANS	100%
	205			Obtain Permits, Agreements, and Route Adoptions	C/CAG	100%

C/CAG AGENDA REPORT

Date: June 12, 2008

TO: C/CAG Board of Directors

From: Richard Napier, Executive Director - C/CAG

Subject: Review and approval of Resolution 08-22 approving the C/CAG 2008-09 Program Budget and Fees.
(For further information or response to question's, contact Richard Napier at 650 599-1420)

Recommendation:

Review and approval of Resolution 08-22 approving the C/CAG 2008-09 Program Budget and Fees in accordance with the staff recommendation.

Fiscal Impact:

In accordance with the proposed C/CAG 2008-09 Program Budget.

Revenue Sources:

Funding sources for C/CAG include but are not limited to the following:

<u>Source</u>	Amount	% Total
1- Member Assessments (General and Gas Tax)	\$ 640,931	5.86
2- Member San Mateo Congestion Relief Fee/ Housing	\$ 1,950,000	17.81
3- Metropolitan Transportation Commission Planning Funds	\$ 525,000	4.80
4- Metropolitan Transportation Commission Freeway Perf. Funds	\$ 367,000	3.35
5- MTC/ Federal Funds	\$ 437,500	4.00
6- Grants Miscellaneous	\$ 464,000	4.24
7- Transportation Authority Partnerships	\$ 1,197,500	10.94
8- Valley Transportation Authority	\$ 125,000	1.14
9- Transportation Fund for Clean Air (Motor Vehicle Fee)	\$ 1,065,690	9.74
10- San Mateo Flood Control District Fee/ General Fund	\$ 1,452,757	13.27
11- AVA Service Fee	\$ 680,000	6.21
12- AB 1546 (Motor Vehicle Fee)	\$ 1,330,000	12.15
13- Planning, Programming, and Monitoring (STIP)	\$ 460,000	4.20
14- Federal Earmark	\$ 0	0.0
15- MTC Rideshare	\$ 70,000	0.64
16- Interest.	\$ 181,000	1.65
TOTAL REVENUES	\$ 10,946,378	100

ITEM 5.3

<u>Funds Controlled (Not included in C/CAG Budget)</u>	<u>Amount</u>	<u>% Total</u>
17- Member Congestion Relief Match	\$ 600,000	N/A
18- State Transportation Improvement Program Funds (Controlled)	\$15,000,000	N/A
19- Federal STP/ CMAQ Funds (Controlled)	\$ 5,000,000	N/A
20- State TDA Article 3 (Controlled)	\$ 600,000	N/A
TOTAL CONTROLLED	\$21,200,000	N/A

Background/Discussion:

Staff has developed the C/CAG Program Budget for 2008-09. Refer to the Budget Summary in Attachment A. The complete detailed Budget will be provided in a separate attachment for reference for the June Board Meeting. See Attachment B for Member Assessments. The Member Assessments remain the same as in FY 07-08 in recognition of the difficult budget climate for the cities and the County. A comparison of the FY 2007-08 Projection vs. FY 2007-08 Updated Budget is also provided in Attachment A. Key Budget Definitions/ Acronyms is provided in Attachment D. The C/CAG Budget was introduced at the 5/8/08 C/CAG Board Meeting for comments. It is recommended that the Board approve the Budget.

Budget Format:

Changes were made to the budget presentation for improved readability. The following additions were made to the Budget:

- 1- Program/ Operating - The expenses were divided into two categories. Program which consists of Consulting and Distributions. The remaining expenses were placed in Operating. This was also included in the five-year historical and projection analysis. This better enables the core C/CAG operating costs to be seen.
- 2- Undesignated Balance - This is a better indication than the Ending Balance of C/CAG's effective uncommitted balance.

C/CAG 2008-09 Program Budget Assumptions:

The following are the Major Budget assumptions and include: 1- No change in member assessment, 2- Nominal (less than 2%) increase in NPDES extended program only, 3- For NPDES budget assumed the current permit level, and 4- No reauthorization of AB 1546. The Detailed Budget Assumptions are shown in Attachment A.

C/CAG 2008-09 Program Budget Overview:

Refer to Budget Summary in Attachment A. Revenues increased 5.19% and Expenditures increased 96.46%. The Revenue increase of \$540,176 is due to an increase in grants and 2020 Gateway cost reimbursement. This includes two new programs the Energy Local Government Partnership (\$340,000) and Housing Element pass thru of \$100,000. The Street Repair Program

is complete and closed out with the funds (\$81,863) transferred to Congestion Management Fund. The increase in Expenditures of \$7,928,227 is primarily due to the following:

- 1- Congestion Management - Willow/ University ITS Implementation - \$1,000,000.
- 2- San Mateo Congestion Relief Program - ITS Implementation - \$1,000,000 (Match for bond funds).
- 3- AB 1546 - Increase in distributions to regional projects. - \$3,047,000
- 4- AB 1546 - Increase in consulting due to Congestion Management regional projects and full year of Hydrogen Shuttle. - \$543,748
- 5- Congestion Management - Increase in consulting due to 2020 Gateway and model improvements - \$590,025
- 6- San Mateo Congestion Relief Program - ECR Incentive and new Energy Local Government Partnership - \$573,000
- 7- San Mateo Congestion Relief Program - Housing and new Energy Local Government Partnership - \$440,000
- 8- Increase in professional services due to increased staff at C/CAG - \$500,000

Ending Fund Balance decreased 61.15%. The Reserve Fund Balance between FY 07-08 and FY 08-09 remain the same. The cost for the lobbyist is included in the budget for Congestion Management (\$38,000) and NPDES (\$38,000).

FY 2007-08 Budget vs Projected Actuals Comparison - See Attachment A.

Member Assessments:

The Member Assessments for FY 08-09 remains the same as in FY 07-08. Additionally the proposed Budget continues to pay for the lobbyist (\$78,000) without an increase in Member Assessment. This is effectively a 10% savings to Member Agencies.

Administrative Program Fund	\$250,024 (General Fund)
Transportation Programs Fund	\$390,907 (Gas Tax or General Fund)
Total C/CAG Assessments	\$640,931.

Assessments are based on population using the State Department of Finance 1/01/06 data.

Congestion Relief Fund	\$1,850,000
Total Congestion Relief	\$1,850,000

City Assessment	\$100,000
TOTAL Countywide Housing Element Update	\$100,000

NPDES Agency Direct	\$103,420 (Colma, San Mateo, Woodside and Brisbane)
NPDES Flood Control District	\$1,349,337
Total NPDES	\$1,452,757

It is recommended that a fee and surcharge be applied of \$1,452,757. (Note: NPDES fees may increase slightly above this due to approved inflation factors. This will be included in the City/ County adopting resolutions.)

The Member Assessments, Housing Element and Agency Direct total \$2,694,351.

See Attachment B for Member Assessments.

San Mateo County Congestion Management Program:

This fund includes 2020 Gateway Phase 2 which consists of the following new projects:

1- 2020 Gateway Phase 2 Analysis	\$ 375,000
2- 2020 Gateway Implementation Willow/ University	\$1,000,000
	(\$750K revenue net \$250K cost)

San Mateo Congestion Relief Program:

This fund includes the following new projects:

1- Energy Local Government Partnership	\$340,000
2- Housing Element Update	\$200,000
	(\$100K revenue net \$100K cost)
3- Infrastructure Bond Match	\$1,000,000

It also includes implementation of the following approved projects:

1- Energy Government Baseline Incentive	\$273,000
2- El Camino Real Incentive	\$300,000

San Mateo County Transportation/ Environmental Program (AB 1546):

For FY 07-08 and FY 08-09 it is assumed that all the allocations to each agency will be made. It also assumes that the Regional programs will primarily be funded in FY 08-09. The delay in funding the regional projects is the cause for the rising ending fund balance for FY 07-08. It is proposed that the Hydrogen shuttle be fully funded in FY 08-09. The Transportation Authority staff has proposed to the TA Board that the TA partner with C/CAG for this shuttle and pay half the operating cost. The revenue will end on 1/1/09 unless the requested four-year extension (SB 348) is granted. For FY 08-09 Budget assumed it was not reauthorized, since C/CAG must go through a complete program and budget process as part of any renewal. The new budget will be established at that time.

C/CAG - Member Fees Highly Leveraged and Cost Savings:

The member dues and fees are highly leveraged. Attachment A provides a Graphical Representation of the C/CAG Budget and visually illustrates the leveraged capacity (Less SMCRP). The FY 08-09 Revenue is leveraged **4.15 to 1**. Including the funds that C/CAG controls, such as State and Federal Transportation funds, increases the leverage to **13.81 to 1**. The San Mateo Congestion Relief Program is leveraged **2.08 to 1** (Including City/ County shuttle match).

Through the C/CAG functions revenues are provided to member agencies that in most cases exceed the Member Assessments or fees. Furthermore it would be more costly for the program to be performed by individual agencies than through C/CAG. Developing cost and program efficiency through collective efforts is the whole basis for C/CAG.

Funds provided by the Transportation Authority were coordinated with the TA staff and confirmed that the TA budget is consistent.

Committee Recommendations:

The Congestion Management and Environmental Quality Committee reviewed the Budget assumptions on 4/28/08 and supported the staff recommendations. The Technical Advisory Committee (TAC) reviewed it on 5/15/08 and supported the staff recommendations. The Finance Committee reviewed it on 5/08/08 and supported the staff recommendations with comments and suggestions as to format and presentation. The Finance Committee suggestions are reflected in the Budget presented for Board approval.

Attachments:

- Attachment A - City/County Association of Governments 2008-09 Program Budget Summary
- Attachment B - Member Assessments FY 08-09
- Attachment C - Resolution 08-22 adopting the C/CAG 2008-09 Program Budget and Fees
- Attachment D - Key Budget Definitions/ Acronyms

Alternatives:

- 1- Review and approval of Resolution 08-22 approving the C/CAG 2008-09 Program Budget and Fees in accordance with the staff recommendation.
- 2- Review and approval of Resolution 08-22 approving the C/CAG 2008-09 Program Budget and Fees in accordance with the staff recommendation with modifications.
- 3- No action.

ATTACHMENT A

City/County Association of Governments 2008-09 Program Budget Summary

CCAG

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*

CITY/COUNTY ASSOCIATION OF GOVERNMENTS 2008 - 2009 PROGRAM BUDGET JULY 1, 2008 - JUNE 30, 2009

Adopted: June 12, 2008

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

2008-2009 PROJECTED BUDGET

PROGRAM DESCRIPTION

Joint Powers Authority of the 20 Cities and the County in San Mateo County. Functions as the Congestion Management Agency for San Mateo County including programming State and Federal discretionary funds. Acts as the Local Task Force for Solid Waste Management, Airport Land Use Commission, Water Pollution Prevention Program and Transportation Fund for Clean Air manager. Facilitates long range planning to link land use and transportation.

STAFFING - FULL TIME EQUIVALENT (FTE)

FY 07-08	6.60 FTE	
FY 08-09	9.15 FTE	Increase of 2.55 FTE to support the expanded workload.

MAJOR BUDGET ASSUMPTIONS

Member Assessment	No changes - same as FY 97-98
NPDES	Budget is assumed at the current permit level. Moderate increase of less than 2% in NPDES extended program only.
AB 1546	No reauthorization

C/CAG BUDGET SUMMARY - FY 08-09

C/CAG Budget:	Budget Adopted 07-08	Budget Proposed 08-09	Variance Favorable (Unfavorable)	% of Change
Beginning Fund Balance:	\$6,317,757	\$8,504,990	\$2,187,233	34.62%
Total Revenues:	\$10,406,202	\$10,946,378	\$540,176	5.19%
Total Sources of Funds:	\$16,723,959	\$19,451,368	\$2,727,409	16.31%
Reserves:	\$194,249	\$194,249	\$0	0.00%
Total Expenditures:	\$8,218,969	\$16,147,196	\$7,928,227	96.46%
Transfer to Reserves:	\$0	\$0	\$0	0%
Total Use of Funds:	\$8,218,969	\$16,147,196	\$7,928,227	96.46%
Ending Fund Balance:	\$8,504,990	\$3,304,171	(\$5,200,818)	-61.15%
Total Set Aside for Reserves:	\$194,249 2.36%	\$194,249 1.20%	\$0 -1.16%	0.00% -49.20%

(1)

(2)

(3)

(4)

C/CAG 08-09 BUDGET NARRATIVES

- (1) The Revenue increase of \$540,176 (5.19%) is due to an increase in grants and 2020 Gateway cost reimbursement. This includes two new programs:

The Energy Local Government Partnership \$340,000
The Housing Element Pass Thru: \$100,000

- (2) The increase in Expenditures of \$7,961,676 (96.46%) is primarily due to the following:

- a. Congestion Management - Willow/ University ITS Implementation - \$1,000,000
- b. San Mateo Congestion Relief Program - ITS Implementation - \$1,000,000 (Match for bond funds)
- c. AB 1546 - Increase in distributions to regional projects. - \$3,047,000
- d. AB 1546 - Increase in consulting due to Congestion Management regional projects and full year of Hydrogen Shuttle - \$543,748
- e. Congestion Management - Increase in consulting due to 2020 Gateway and model improvements - \$590,025
- f. San Mateo Congestion Relief Program - ECR Incentive and new Energy Local Government Partnership - \$573,000
- g. San Mateo Congestion Relief Program - Housing and new Energy Local Government Partnership - \$440,000
- h. Increase in professional services due to increased staff at C/CAG - \$500,000.

Expenditure Breakdown for \$16,147,196 is as follows:

CAPITAL: Consulting: \$ 4,917,320
 Distribution: \$ 8,461,000
 \$13,378,320

OPERATING: \$ 2,768,876

- (3) Ending Fund Balance decreased 61.15%.
- (4) The Reserve Fund Balance between FY 07-08 and FY 08-09 remains the same.
- (5) Lobbyist cost is included in both Congestion Management (\$38,000) and NPDES (\$38,000).

C/CAG MAJOR PROGRAMS/FUND:

PROGRAMS/FUND	BEGINNING BALANCE	REVENUES	EXPENDITURES	TRANSFERS IN/OUT	ENDING BALANCE
General Fund	\$78,125	\$380,024	\$496,300	(\$121,659)	\$83,507
Transportation Fund	\$658,633	\$2,580,907	\$2,683,930	\$51,210	\$504,400
San Mateo Congestion Relief Program	\$1,329,742	\$3,252,000	\$4,062,000	\$46,689	\$473,052 (5)
TFCA	\$146,810	\$1,073,690	\$1,176,000	\$2,306	\$42,194
NPDES	\$1,191,461	\$1,497,757	\$1,486,966	\$10,791	\$1,191,461 (5)
AVA	\$555,898	\$682,000	\$730,000	\$0	\$507,898
AB 1546	\$4,738,572	\$1,480,000	\$5,512,000	\$10,664	\$695,908
C/CAG - Total	\$8,699,240	\$10,946,378	\$16,147,196	\$0	\$3,498,420

C/CAG UNDESIGNATED BALANCE: MAJOR PROGRAMS/FUND:

PROGRAMS/FUND	ENDING BALANCE	DESIGNATED	UNDESIGNATED BALANCE
General Fund	\$83,507	(\$15,125)	\$68,382
Transportation Fund San Mateo Congestion Relief Program	\$504,400	(\$250,000)	\$254,400
TFCA	\$473,052	(\$160,000)	\$313,052
NPDES	\$42,194	(\$42,194)	\$0
AVA	\$1,191,461	(\$200,000)	\$991,461
AB 1546	\$507,898	(\$180,000)	\$327,898
C/CAG - Total	\$695,908	(\$695,908)	\$0
	\$3,498,420	(\$1,543,227)	\$1,955,193

The Undesignated Balance of \$1,955,193 is more reflective of the uncommitted funds that C/CAG has available.

ISSUES:

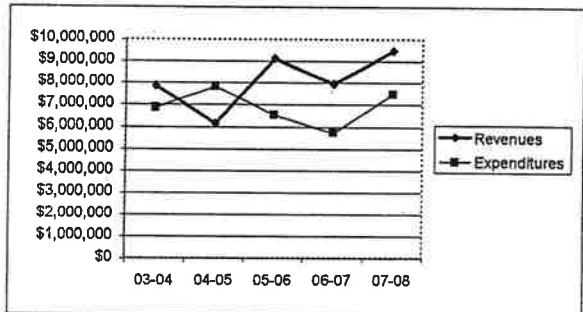
- 1- Need to reauthorize C/CAG Motor Vehicle Fee.
- 2- New NPDES Storm-water Permit will significantly increase the cost of the program.
- 3- Need to add personnel to increased work load.
- 4- Ending Balance will drop significantly due to project cash flow; however, it should not be seen as a problem.

RESERVES

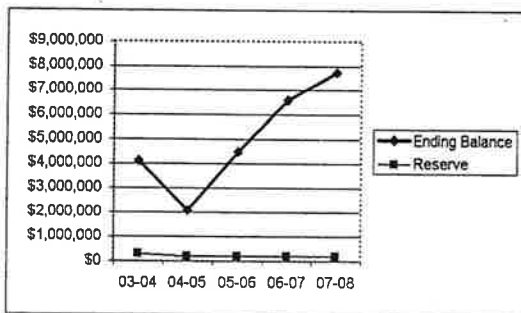
Have reserves of \$194,249 out of an Operating Budget of \$2,768,876 or 7.0%. However, the Undesignated Balance of \$1,955,193 less reserves yields an additional \$1,760,944 for unexpected issues or cost growth in programs.

**C/CAG
NORMALIZED FIVE YEAR HISTORICAL OVERVIEW**

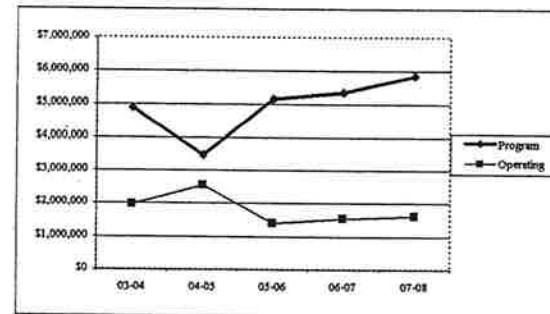
**C/CAG Five Year History
FY 03-04 THRU FY 07-08 (Normalized to 2003)**



**C/CAG Five Year History
FY 03-04 THRU FY 07-08 (Normalized to 2003)**

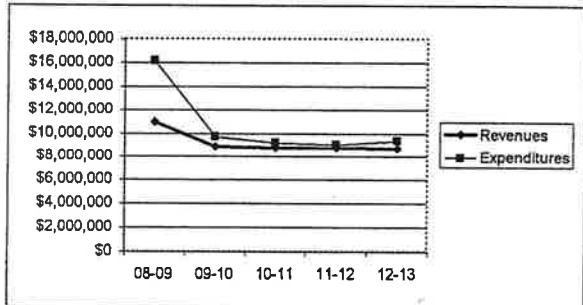


**C/CAG Five Year History
FY 03-04 THRU FY 07-08 (Normalized to 2003)**

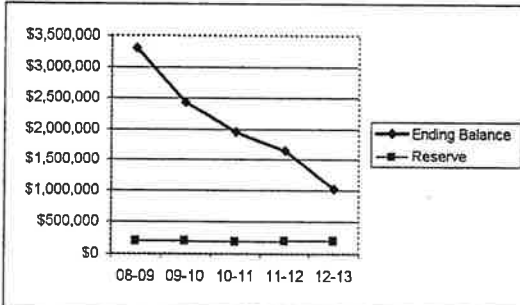


NORMALIZED FIVE YEAR PROJECTION OVERVIEW

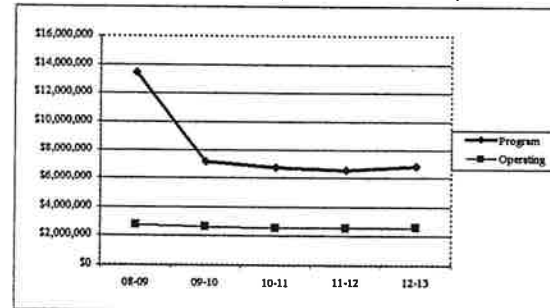
**CCAG Five Year Projection
FY 08-09 THRU FY 12-13 (Normalized to 2008)**



**CCAG Five Year Projection
FY 08-09 THRU FY 12-13 (Normalized to 2008)**



**CCAG Five Year Projection
FY 08-09 THRU FY 12-13 (Normalized to 2008)**



Assumed 1.5% CPI for next four years.

Assumed 1.5% CPI for next four years.

Assumed 1.5% CPI for next four years.

TREND:

Need to increase Member Assessments approximately 5% per year in FY 09-10 and FY 11-12.
 Revenue from AB 1546 expires 1/01/09.
 Maintained reserve level of \$50,000 for Congestion Management program.
 Currently have a reasonable level of reserves in NPDES (\$100,903).
 The Fund Balance run-up will expense down for San Mateo Congestion Relief Program (Fund C004), NPDES STOPPP Program (Fund C007), and the AB 1546 Program (Fund C008).

DETAILED BUDGET ASSUMPTIONS

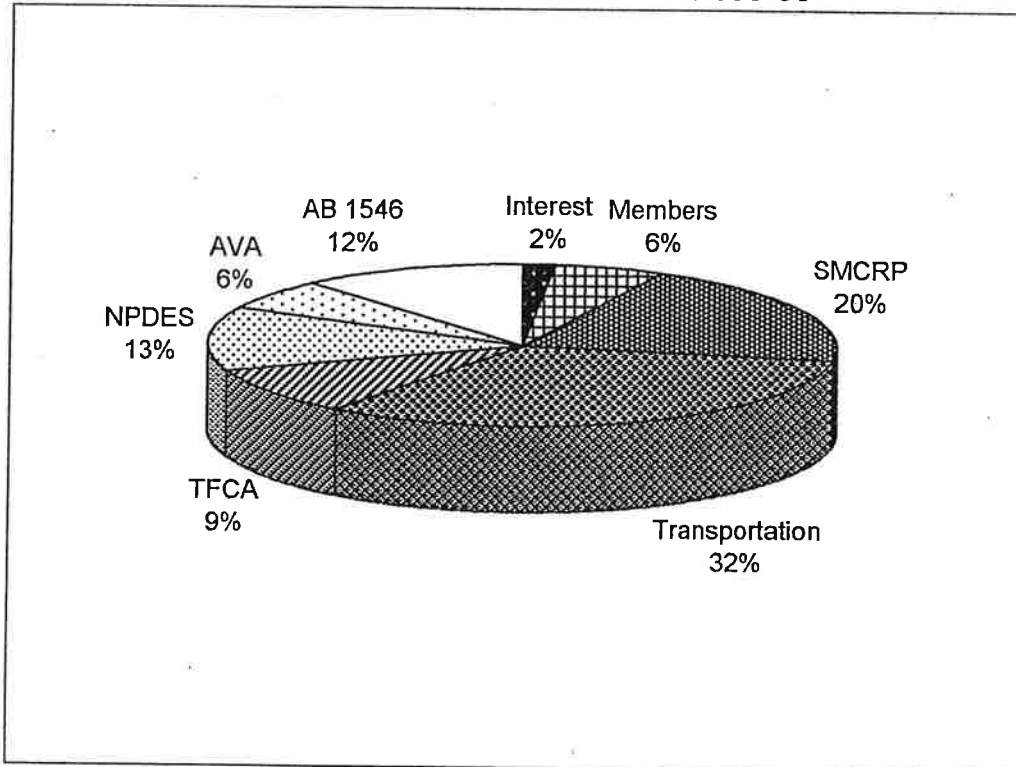
Revenue

- 1- General Fund/ Administrative - Member Assessments - Same as last year due to budget issues with the cities and County.
- 2- In FY 07-08 will begin receiving funds from the Federal Aviation Administration (FAA) grant for \$300,000 to fund the Airport Land Use Commission function. The bulk of the grant will be received in FY 08-09. This will reduce these costs from the General Fund and help balance it.
- 3- Congestion Management - Member Assessments - Same as last year due to financial issues with the cities and County.
- 4- Congestion Management - Transferred residual from Street Repair of \$81,863 to the Congestion Management Fund.
- 5- 2020 Gateway - Both VTA and TA will continue their contributions.
- 6- AB 1546- Assumed no reauthorization of AB 1546.

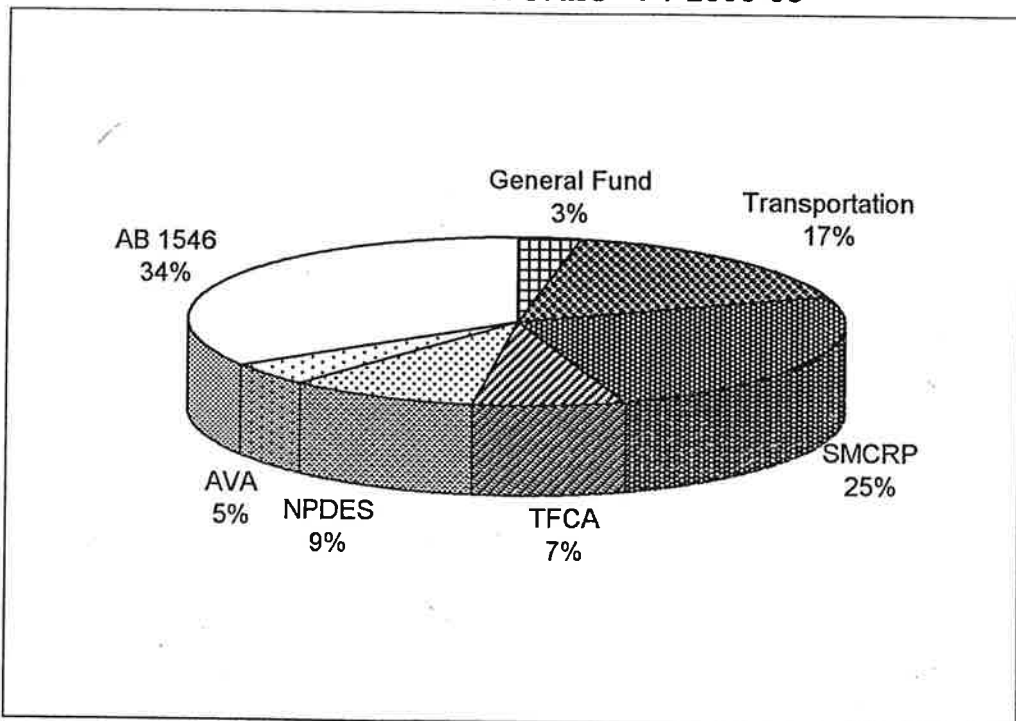
Expenditures

- 7- Congestion Management - Staffing level will be built up for FY 08-09 which will increase expenditures across the board.
- 8- Congestion Management - Modeling - Will make improvements to the Travel Demand Forecasting Model in FY 08-09.
- 9- 2020 Gateway - Phase 2 consists of the following:
 - PSR Equivalent - Limited to \$750K
 - Implementation Project - Willow/ University (Revenue \$750K, Expenditures \$1,000K)
- 10- San Mateo Congestion Relief Program (SMCRP) - Government Baseline Incentive will be fully paid (\$273,000) in FY 08-09. Included the following new programs in FY 08-09
 - Energy Local Government Partnership - \$340K pass through to County
 - Housing Element Update - Net of \$100,000
- 11- San Mateo Congestion Relief Program - Included \$1,000K match for the State Infrastructure Bond funding for the Smart Corridors Project.
- 12- NPDES - Programmed current level of programs since do not know what the new permit will require. Will submit a revised budget when the permit requirements are known.
- 13- AB 1546 - Continued funding for the Hydrogen Shuttle for FY 08-09. TA will fund half of the cost.
- 14- AB 1546 - Will have significant expenditures for the Countywide programs which will reduce the balance.
- 15- TFCA - Programmed Projects are 100% reimbursed in current and budget year.
- 16- In FY 07-08 the C/CAG Board approved a policy that all funds except the Abandoned Vehicle Abatement Fund should pay a proportionate share of certain General Fund cost. These transfers are reflected in both the FY 07-08 Projections and FY 08-09 Budget.

C/CAG REVENUES FY 2008-09

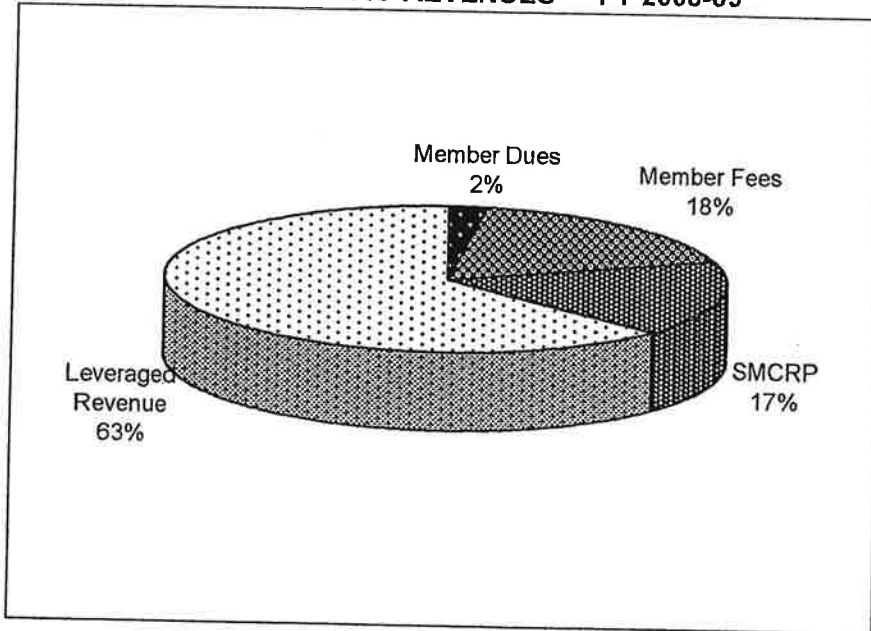


C/CAG EXPENDITURES FY 2008-09



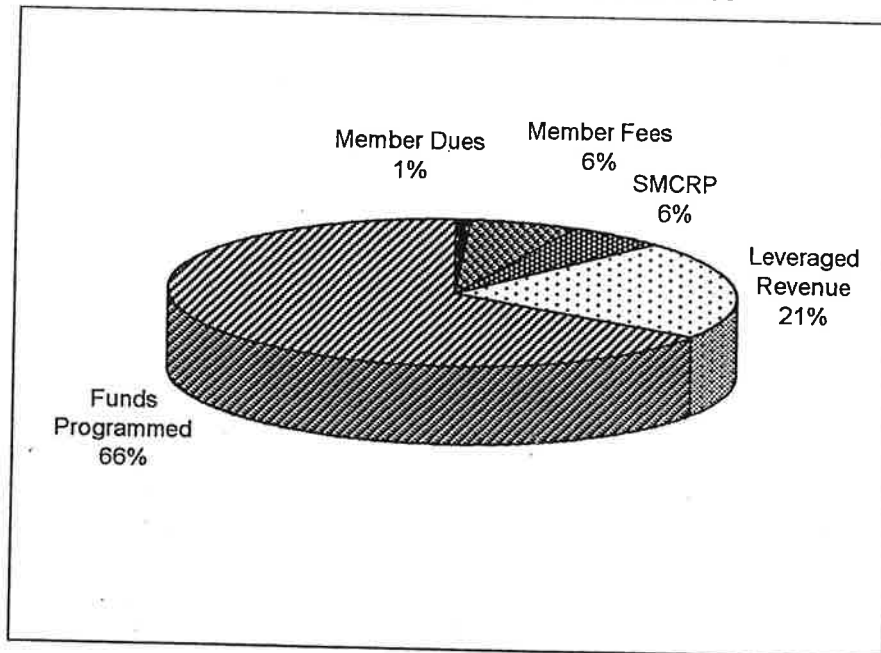
C/CAG MEMBER DUES/ FEES HIGHLY LEVERAGED

C/CAG REVENUES · FY 2008-09



Leverage= $\$9,096,378/\$2,193,688= 4.15$ to 1
(Less SMCRP Funds)

C/CAG CONTROLLED FUNDS · FY 2008-09



Leverage= $\$30,296,378/\$2,193,688= 13.81$ to 1
(Less SMCRP Funds)

06/03/08	C/CAG PROJECTED STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	FY 2007-08							
	General Fund	Transportation Programs	SMCRP Program	TFCA	NPDES	AVA	AB 1546 Program	Total
BEGINNING BALANCE	\$497	\$128,265	\$604,427	\$119,366	\$1,067,845	\$585,897	\$3,811,460	\$6,317,757
RESERVE BALANCE	\$43,346	\$50,000	\$0	\$0	\$100,903	\$0	\$0	\$194,249
PROJECTED REVENUES								
Interest Earnings	\$15,000	\$10,000	\$49,278	\$8,000	\$45,000	\$10,000	\$90,000	\$227,278
Member Contribution	\$250,024	\$390,906	\$1,850,000	\$0	\$102,155	\$0	\$0	\$2,593,085
Cost Reimbursements-VTA	\$0	\$92,764	\$0	\$0	\$0	\$0	\$0	\$92,764
MTC/ ISTEPA Funding	\$0	\$595,000	\$0	\$0	\$0	\$0	\$0	\$595,000
Grants	\$99,500	\$0	\$0	\$0	\$0	\$0	\$0	\$99,500
DMV Fee	\$0	\$0	\$0	\$1,087,002	\$0	\$680,000	\$2,653,056	\$4,420,058
NPDES Fee	\$0	\$0	\$0	\$0	\$1,332,839	\$0	\$0	\$1,332,839
TA Cost Share	\$0	\$30,431	\$502,362	\$0	\$0	\$0	\$40,000	\$572,793
Miscellaneous	\$0	\$0	\$5,885	\$0	\$0	\$0	\$0	\$5,885
Street Repair Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PPM-STIP	\$0	\$467,000	\$0	\$0	\$0	\$0	\$0	\$467,000
Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$364,524	\$1,586,101	\$2,407,525	\$1,095,002	\$1,479,994	\$690,000	\$2,783,056	\$10,406,202
TOTAL SOURCES OF FUNDS	\$365,021	\$1,714,366	\$3,011,952	\$1,214,368	\$2,547,839	\$1,275,897	\$6,594,516	\$16,723,959
PROJECTED EXPENDITURES								
Administration Services	\$123,000	\$93,011	\$49,170	\$10,200	\$48,000	\$15,000	\$65,000	\$403,381
Professional Services	\$145,000	\$568,430	\$96,718	\$25,000	\$158,000	\$0	\$65,000	\$1,058,148
Consulting Services	\$79,875	\$189,975	\$1,071,129	\$0	\$1,003,528	\$0	\$321,252	\$2,665,759
Supplies	\$48,700	\$178	\$0	\$0	\$0	\$0	\$280	\$49,158
Prof. Dues & Memberships	\$1,600	\$0	\$0	\$0	\$204,000	\$0	\$0	\$205,600
Conferences & Meetings	\$14,500	\$10,580	\$8,448	\$0	\$1,100	\$0	\$1,500	\$36,128
Printing/ Postage	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000
Publications	\$20,500	\$3,572	\$707	\$0	\$0	\$0	\$0	\$24,779
Distributions	\$0	\$0	\$593,718	\$1,029,000	\$23,000	\$705,000	\$1,415,000	\$3,765,718
Street Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$4,000	\$187	\$0	\$0	\$0	\$0	\$0	\$4,187
Bank Fee	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Audit Services	\$3,000	\$0	\$0	\$0	\$0	\$0	\$611	\$3,611
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$442,675	\$865,933	\$1,819,890	\$1,064,200	\$1,437,628	\$720,000	\$1,868,643	\$8,218,969
TRANSFERS								
Transfers In	\$112,433	\$81,863	\$151,597	\$322,353	\$0	\$0	\$25,101	\$693,347
Transfers Out	\$0	\$321,663	\$13,918	\$325,711	\$19,653	\$0	\$12,402	\$693,347
Total Transfers	(\$112,433)	\$239,800	(\$137,679)	\$3,358	\$19,653	\$0	(\$12,699)	\$0
NET CHANGE	\$34,282	\$480,368	\$725,314	\$27,444	\$22,713	(\$30,000)	\$927,112	\$2,187,233
TRANSFER TO RESERVES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL USE OF FUNDS	\$330,242	\$1,105,733	\$1,682,211	\$1,067,558	\$1,457,281	\$720,000	\$1,855,944	\$8,218,969
ENDING FUND BALANCE	\$34,779	\$608,633	\$1,329,741	\$146,810	\$1,090,558	\$555,897	\$4,738,572	\$8,504,990
RESERVE FUND BALANCE	\$43,346	\$50,000	\$0	\$0	\$100,903	\$0	\$0	\$194,249
NET INCREASE (Decrease) IN FUND BALANCE	\$34,282	\$480,368	-\$725,314	\$27,444	\$22,713	(\$30,000)	\$927,112	\$2,187,233
As of June 30, 2006								

Note: Beginning/ Ending Reserve Fund Balance is not included in Beginning/ Ending Fund Balance
See individual fund summaries and fiscal year comments for details on Miscellaneous expenses.

06/03/08	C/CAG PROGRAM BUDGET: REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCE							
	FY 2008-09							
	General Fund	Transportation Programs	SMCRP Program	TFCA	NPDES	AVA	AB 1546 Program	Total
BEGINNING BALANCE	\$34,779	\$608,633	\$1,329,741	\$146,810	\$1,090,558	\$555,897	\$4,738,572	\$8,504,990
RESERVE BALANCE	\$43,346	\$50,000	\$0	\$0	\$100,903	\$0	\$0	\$194,249
PROJECTED REVENUES								
Interest Earnings	\$6,000	\$10,000	\$60,000	\$8,000	\$45,000	\$2,000	\$50,000	\$181,000
Member Contribution	\$250,024	\$390,907	\$1,950,000	\$0	\$103,420	\$0	\$0	\$2,694,351
Cost Reimbursements-VTA	\$0	\$125,000	\$0	\$0	\$0	\$0	\$0	\$125,000
MTC/ Federal Funding	\$0	\$1,032,500	\$367,000	\$0	\$0	\$0	\$0	\$1,399,500
Grants	\$124,000	\$0	\$340,000	\$0	\$0	\$0	\$0	\$464,000
DMV Fee	\$0	\$0	\$0	\$1,065,690	\$0	\$680,000	\$1,330,000	\$3,075,690
NPDES Fee	\$0	\$0	\$0	\$0	\$1,349,337	\$0	\$0	\$1,349,337
TA Cost Share	\$0	\$562,500	\$535,000	\$0	\$0	\$0	\$100,000	\$1,197,500
Miscellaneous	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street Repair Funding	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
PPM-STIP	\$0	\$460,000	\$0	\$0	\$0	\$0	\$0	\$460,000
Assessment	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Revenues	\$380,024	\$2,580,907	\$3,252,000	\$1,073,690	\$1,497,757	\$682,000	\$1,480,000	\$10,946,378
TOTAL SOURCES OF FUNDS	\$414,803	\$3,189,540	\$4,581,741	\$1,220,500	\$2,588,315	\$1,237,897	\$6,218,572	\$19,451,367
PROJECTED EXPENDITURES								
Administration Services	\$128,500	\$100,000	\$95,000	\$10,000	\$29,209	\$15,000	\$85,000	\$462,709
Professional Services	\$155,000	\$788,430	\$715,000	\$30,000	\$158,000	\$0	\$100,000	\$1,946,430
Consulting Services	\$115,000	\$780,000	\$2,079,000	\$0	\$1,078,320	\$0	\$665,000	\$4,917,320
Supplies	\$54,200	\$2,000	\$0	\$0	\$0	\$0	\$0	\$56,200
Prof. Dues & Memberships	\$1,600	\$0	\$0	\$0	\$183,937	\$0	\$0	\$185,537
Conferences & Meetings	\$7,500	\$3,000	\$0	\$0	\$1,500	\$0	\$0	\$12,000
Printing/ Postage	\$23,000	\$5,500	\$0	\$0	\$10,000	\$0	\$0	\$38,500
Publications	\$1,500	\$4,000	\$0	\$0	\$0	\$0	\$0	\$5,500
Distributions	\$0	\$1,000,000	\$1,173,000	\$1,136,000	\$25,000	\$665,000	\$4,462,000	\$8,461,000
Street Repair	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous	\$4,500	\$1,000	\$0	\$0	\$1,000	\$50,000	\$0	\$56,500
Bank Fee	\$1,500	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500
Audit Services	\$4,000	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000
	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Expenditures	\$496,300	\$2,683,930	\$4,062,000	\$1,176,000	\$1,486,966	\$730,000	\$5,512,000	\$16,147,196
TRANSFERS								
Transfers In	\$121,659	\$0	\$0	\$150,168	\$0	\$0	\$0	\$271,827
Transfers Out	\$0	\$51,210	\$46,689	\$152,474	\$10,791	\$0	\$10,664	\$271,827
Total Transfers	(\$121,659)	\$51,210	\$46,689	\$2,306	\$10,791	\$0	\$10,664	\$0
NET CHANGE	\$5,383	(\$154,233)	(\$856,689)	(\$104,616)	\$0	(\$48,000)	(\$4,042,664)	(\$5,200,818)
TRANSFER TO RESERVES	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL USE OF FUNDS	\$374,641	\$2,735,140	\$4,108,689	\$1,178,306	\$1,497,757	\$730,000	\$5,522,664	\$16,147,196
ENDING FUND BALANCE	\$40,161	\$454,400	\$473,052	\$42,194	\$1,090,558	\$507,897	\$695,908	\$3,304,171
RESERVE FUND BALANCE	\$43,346	\$50,000	\$0	\$0	\$100,903	\$0	\$0	\$194,249
NET INCREASE (Decrease) IN FUND BALANCE	\$5,383	(\$154,233)	(\$856,689)	(\$104,616)	\$0	(\$48,000)	(\$4,042,664)	(\$5,200,818)
As of June 30, 2007								

Note: Beginning/ Ending Reserve Fund Balance is not included in Beginning/ Ending Fund Balance
See individual fund summaries and fiscal year comments for details on Miscellaneous expenses.

C/CAG FY 2007-08 PROJECTION VS FY 2007-08 UPDATED BUDGET					CHANGES IN C/CAG BUDGET BY FISCAL YEAR				
	Updated	Projected			Projected				
	Budgeted	Actual	Budget	Budget	Actual	Budgeted	Budget	Budget	
	FY 2007-08	FY 2007-08	Change	% Change	FY 2007-08	FY 2008-09	Change	% Change	
BEGINNING BALANCE	\$6,119,626	\$6,317,757	\$198,130	3.24%	\$6,317,757	\$8,504,990	\$2,187,233	34.62%	
RESERVE BALANCE	\$194,249	\$194,249	\$0	0.00%	\$194,249	\$194,249	\$0	0.00%	
PROJECTED REVENUES									
Interest Earnings	\$96,000	\$227,278	\$131,278	136.75%	\$227,278	\$181,000	-\$46,278	-20.36%	
Member Contribution	\$2,700,492	\$2,593,085	-\$107,407	-3.98%	\$2,593,085	\$2,694,351	\$101,266	3.91%	
Cost Reimbursements-VTA	\$75,000	\$92,764	\$17,764	23.69%	\$92,764	\$125,000	\$32,236	34.75%	
MTC/ Federal Funding	\$770,000	\$595,000	-\$175,000	-22.73%	\$595,000	\$1,399,500	\$804,500	135.21%	
Grants	\$40,000	\$99,500	\$59,500	148.75%	\$99,500	\$464,000	\$364,500	366.33%	
DMV Fee	\$4,308,066	\$4,420,058	\$111,992	2.60%	\$4,420,058	\$3,075,690	-\$1,344,368	-30.42%	
NPDES Fee	\$1,221,957	\$1,332,839	\$110,882	9.07%	\$1,332,839	\$1,349,337	\$16,498	1.24%	
TA Cost Share	\$587,500	\$572,793	-\$14,707	-2.50%	\$572,793	\$1,197,500	\$624,707	109.06%	
Miscellaneous	\$0	\$5,885	\$5,885	0.00%	\$5,885	\$0	-\$5,885	-100.00%	
Street Repair Funding	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	
PPM-STIP	\$467,000	\$467,000	\$0	0.00%	\$467,000	\$460,000	-\$7,000	-1.50%	
Assessment	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	
	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	
	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	
Total Revenues	\$10,266,015	\$10,406,202	\$140,187	1.37%	\$10,406,202	\$10,946,378	\$540,176	5.19%	
TOTAL SOURCES OF FUNDS	\$16,385,641	\$16,723,959	\$338,318	2.06%	\$16,723,959	\$19,451,367	\$2,727,409	16.31%	
PROJECTED EXPENDITURES									
Administration Services	\$365,000	\$403,381	\$38,381	10.52%	\$403,381	\$462,709	\$59,328	14.71%	
Professional Services	\$1,226,599	\$1,058,148	-\$168,451	-13.73%	\$1,058,148	\$1,946,430	\$888,282	83.95%	
Consulting Services	\$3,088,528	\$2,665,759	-\$422,769	-13.69%	\$2,665,759	\$4,917,320	\$2,251,561	84.46%	
Supplies	\$51,200	\$49,158	-\$2,042	-3.99%	\$49,158	\$56,200	\$7,042	14.33%	
Prof. Dues & Memberships	\$202,100	\$205,600	\$3,500	1.73%	\$205,600	\$185,537	-\$20,063	-9.76%	
Conferences & Meetings	\$11,250	\$36,128	\$24,878	221.14%	\$36,128	\$12,000	-\$24,128	-66.78%	
Printing/ Postage	\$40,500	\$1,000	-\$39,500	-97.53%	\$1,000	\$38,500	\$37,500	3750.00%	
Publications	\$0	\$24,779	\$24,779	0.00%	\$24,779	\$5,500	-\$19,279	-77.80%	
Distribution	\$5,575,310	\$3,765,718	-\$1,809,592	-32.46%	\$3,765,718	\$8,461,000	\$4,695,282	124.68%	
Street Rep	\$0	\$0	\$0	0.00%	\$0	\$0	\$0	0.00%	
Miscellaneous	\$58,000	\$4,187	-\$53,813	-92.78%	\$4,187	\$56,500	\$52,313	1249.41%	
Bank Fee	\$1,500	\$1,500	\$0	0.00%	\$1,500	\$1,500	\$0	0.00%	
Audit Serv	\$5,000	\$3,611	-\$1,389	-27.78%	\$3,611	\$4,000	\$389	10.77%	
Total Expe	\$10,624,987	\$8,218,969	-\$2,406,018	-22.64%	\$8,218,969	\$16,147,196	\$7,928,227	96.46%	
TRANSFERS									
Transfers In	\$115,767	\$693,347	\$577,579	498.91%	\$693,347	\$271,827	-\$421,520	-60.79%	
Transfers Out	\$115,767	\$693,347	\$577,579	498.91%	\$693,347	\$271,827	-\$421,520	-60.79%	
Total Transfers	\$0	\$0	\$0	0.00%					
NET CHANGE	-\$358,972	\$2,187,233	\$2,546,205	709.30%	\$2,187,233	-\$5,200,818	-\$7,388,051	-337.78%	
TRANSFER TO RESERVES					\$0	\$0	\$0	0.00%	
TOTAL USE OF FUNDS	\$10,624,987	\$8,218,969	-\$2,406,018	-22.64%	\$8,218,969	\$16,147,196	\$7,928,227	96.46%	
ENDING FUND BALANCE	\$5,760,654	\$8,504,990	\$2,744,336	47.64%	\$8,504,990	\$3,304,171	-\$5,200,818	-61.15%	
RESERVE FUND BALANCE	\$194,249	\$194,249	\$0	0.00%	\$194,249	\$194,249	\$0	0.00%	
NET INCREASE (Decrease) IN FUND BALANCE	-\$358,972	\$2,187,233	\$2,546,205	709.30%	\$2,187,233	-\$5,200,818	-\$7,388,051	-337.78%	

Note: Beginning/ Ending Reserve Fund Balance is not included in Beginning/ Ending Fund Balance

ATTACHMENT B

**MEMBER ASSESSMENTS FY 08-09
(Same as FY 07-08)**

C/CAG FEE FY 08-09					CONGESTION RELIEF PROGRAM ASSESSMENT				COUNTYWIDE HOUSING ELEMENT UP			
Agency	%	General Fund	Gas Tax	Total	Agency	FY 08-09	% of Trip	Congestion	Agency	FY 08-09	%	Element
	Popul.	Fee	Fee	Fee			Generation	Relief			Popul.	Update
	(as of 1/1/06)	\$250,024	\$390,907								(as of 1/1/06)	
Atherton	1.00%	\$2,507	\$3,920	\$6,428	Atherton		1.34%	\$24,845	Atherton		1.00%	\$5,000
Belmont	3.54%	\$8,856	\$13,846	\$22,702	Belmont		3.56%	\$65,884	Belmont		3.54%	\$5,000
Brisbane (2)	0.52%	\$1,293	\$2,021	\$3,314	Brisbane (2)		1.18%	\$21,775	Brisbane (2)		0.52%	\$5,000
Burlingame	3.91%	\$9,779	\$15,290	\$25,069	Burlingame		5.79%	\$107,193	Burlingame		3.91%	\$5,000
Colma	0.22%	\$544	\$850	\$1,394	Colma		0.50%	\$9,224	Colma		0.22%	\$5,000
Daly City	14.48%	\$36,193	\$56,587	\$92,780	Daly City		10.79%	\$199,610	Daly City		14.48%	\$5,000
East Palo Alto	4.43%	\$11,078	\$17,320	\$28,398	East Palo Alto		2.30%	\$42,633	East Palo Alto		4.43%	\$5,000
Foster City	4.13%	\$10,324	\$16,141	\$26,466	Foster City		4.90%	\$90,679	Foster City		4.13%	\$5,000
Half Moon Bay	1.76%	\$4,399	\$6,877	\$11,276	Half Moon Bay		1.27%	\$23,451	Half Moon Bay		1.76%	\$5,000
Hillsborough	1.51%	\$3,786	\$5,919	\$9,706	Hillsborough		1.27%	\$23,491	Hillsborough		1.51%	\$5,000
Menlo Park	4.25%	\$10,618	\$16,600	\$27,218	Menlo Park		5.57%	\$103,109	Menlo Park		4.25%	\$5,000
Millbrae	2.86%	\$7,160	\$11,194	\$18,353	Millbrae		3.27%	\$60,419	Millbrae		2.86%	\$5,000
Pacifica	5.35%	\$13,376	\$20,913	\$34,289	Pacifica		3.50%	\$64,742	Pacifica		5.35%	\$5,000
Portola Valley	0.63%	\$1,572	\$2,458	\$4,030	Portola Valley		0.41%	\$7,607	Portola Valley		0.63%	\$5,000
Redwood City	10.51%	\$26,272	\$41,076	\$67,347	Redwood City		13.42%	\$248,197	Redwood City		10.51%	\$5,000
San Bruno	5.73%	\$14,335	\$22,412	\$36,746	San Bruno		5.55%	\$102,604	San Bruno		5.73%	\$5,000
San Carlos	3.90%	\$9,760	\$15,259	\$25,018	San Carlos		4.77%	\$88,246	San Carlos		3.90%	\$5,000
San Mateo	13.03%	\$32,566	\$50,916	\$83,482	San Mateo		16.11%	\$298,110	San Mateo		13.03%	\$5,000
South San Francisco	8.54%	\$21,347	\$33,376	\$54,723	South San Francisco		8.99%	\$166,325	South San Francisco		8.54%	\$5,000
Woodside (3)	0.76%	\$1,901	\$2,973	\$4,874	Woodside (3)		0.60%	\$11,189	Woodside (3)		0.76%	\$5,000
San Mateo County	8.94%	\$22,359	\$34,958	\$57,318	San Mateo County		4.90%	\$90,667	San Mateo County		8.94%	\$5,000
TOTAL	100	\$250,024	\$390,907	\$640,931	TOTAL		100.0%	\$1,850,000	TOTAL	0	100.00%	\$105,000
1- Same C/CAG Fee as in FY 07-08.					1- A slightly expanded program was adopted in FY 07-08.							
2- Planned for in 6/06					2- Transmitted to Cities and County for planning purposes							
3- Transmitted to Cities and County for planning purposes					3- The % trip generation was updated. There may be slight variation between agencies in % change from the original program.							

NPDES MEMBER ASSESSMENT				
Agency	%	FY 08-09		NPDES Total (1)
		NPDES Basic (1)	NPDES Extended (1)	
	Popul. (as of 1/1/06)			
			4.66%	
Atherton	1.00%	\$10,906	\$9,143	\$20,049
Belmont	3.54%	\$30,446	\$25,526	\$55,972
Brisbane (2)	0.52%	\$8,664	\$7,264	\$15,927
Burlingame	3.91%	\$34,339	\$28,790	\$63,129
Colma	0.22%	\$2,933	\$2,459	\$5,392
Daly City	14.48%	\$81,553	\$68,374	\$149,927
East Palo Alto	4.43%	\$17,681	\$14,824	\$32,505
Foster City	4.13%	\$32,692	\$27,409	\$60,100
Half Moon Bay	1.76%	\$18,581	\$15,578	\$34,159
Hillsborough	1.51%	\$14,105	\$11,826	\$25,931
Menlo Park	4.25%	\$42,985	\$36,040	\$79,025
Millbrae	2.86%	\$22,529	\$18,888	\$41,417
Pacifica	5.35%	\$45,183	\$37,882	\$83,064
Portola Valley	0.63%	\$7,227	\$6,059	\$13,286
Redwood City	10.51%	\$78,175	\$65,542	\$143,717
San Bruno	5.73%	\$42,460	\$35,599	\$78,059
San Carlos	3.90%	\$39,176	\$32,845	\$72,021
San Mateo	13.03%	\$94,938	\$79,596	\$174,534
South San Francisco	8.54%	\$73,973	\$62,019	\$135,992
Woodside (3)	0.76%	\$9,046	\$7,584	\$16,631
San Mateo County	8.94%	\$82,636	\$69,282	\$151,919
TOTAL	100.00%	\$790,227	\$662,531	\$1,452,758
1- Except those in bold is collected by the San Mateo County Flood Control District				
2- Bold indicate Cities pay it from their General Fund.				

ATTACHMENT C

Resolution 08-22 adopting the C/CAG 2008-09 Program Budget and Fees

RESOLUTION 08-22

* * * * *

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS
OF SAN MATEO COUNTY (C/CAG) ADOPTING THE C/CAG 2008-09 PROGRAM
BUDGET AND FEES**

* * * * *

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

WHEREAS, C/CAG is authorized as a Joint Powers Agency to provide services for member agencies; and

WHEREAS, C/CAG is required to adopt a program budget and establish fees annually; and

WHEREAS, C/CAG must use the latest population data available from the State of California, dated 1/01/06, in establishing the member assessments; and

WHEREAS, a C/CAG 2008-09 Program Budget and fees has been proposed;

NOW, THEREFORE, BE IT RESOLVED that the City/County Association of Governments of San Mateo County (C/CAG) adopts the C/CAG 2008-09 Program Budget and Fees.

PASSED, APPROVED, AND ADOPTED THIS 12TH DAY OF JUNE 2008.

Deborah C. Gordon, Chair

ATTACHMENT D

Key Budget Definitions/ Acronyms

Key Budget Definitions/ Acronyms

AB 434 - Transportation Fund for Clean Air Program
AB 1546 Program - San Mateo County Environmental/ Transportation Pilot Program
AVA - Abandoned Vehicle Abatement
BAAQMD - Bay Area Air Quality Management District
BPAC - Bicycle and Pedestrian Advisory Committee
Cal PUC - California Public Utilities Commission
C/CAG - City/ County Association of Governments
CMAQ - Congestion Mitigation and Air Quality
CMP 111 - Congestion Management Program (Proposition 111)
DMV - Department of Motor Vehicles
ECR - El Camino Real
ISTEA - Intermodal Surface Transportation Equity Act
ITS - Intelligent Transportation Study
LGP - Local Government Partnership with PG&E and Cal PUC
Measure A - San Mateo County Sales Tax for Transportation
MTC - Metropolitan Transportation Commission
Normalized - Years in a multi-year analysis all referred to a base year.
NPDES - National Pollutant Discharge Elimination System
Peninsula 2020 Gateway Study - San Mateo and Santa Clara County study on Highway 101 and access to the Dumbarton Bridge.
PPM - Planning Programming and Monitoring
PSR - Project Study Report
RWQCB - San Francisco Bay Area Regional Water Quality Control Board
SFIA - San Francisco International Airport
SMCRP - San Mateo Congestion Relief Plan Program
STIP - State Transportation Improvement Program (State and Federal Transportation Funds)
STOPPP - Storm-water Pollution Prevention Program
STP - Surface Transportation Program (Federal Funds)
TA - Transportation Authority
TAC - Congestion Management Technical Advisory Committee
TDA - Transportation Development Act Article III Funding
TFCA - Transportation Fund for Clean Air (Also known as AB 434)
TLSP - Traffic Light Synchronization Program - Part of Proposition 1B Infrastructure Bond
VTA - Santa Clara Valley Transportation Authority

ASSOCIATION OF BAY AREA GOVERNMENTS

Representing City and County Governments of the San Francisco Bay Area



May 21, 2008

Duane Bay
Director, Department of Housing
County of San Mateo
400 County Center
Redwood City, CA 94063

Richard Napier
Executive Director
City/County Association of
Governments of San Mateo County
555 County Center, Fifth Floor
Redwood City, CA 94063

Dear Messrs. Bay and Napier:

Thank you for your presentation at our Executive Board's meeting last week. There is no doubt that San Mateo County's successfully having gone through the Regional Housing Need Allocation as a sub-region is due in large part to your leadership, perseverance, and fine negotiating skills in charting a course through a sub-regional RHNA process and guiding your member cities and county to a final allocation acceptable to all.

I know our board members appreciate hearing about the lessons learned from having gone through this process which is instructive for other sub-regions that may decide to undertake such a task in future RHNA cycles. I am personally pleased to know that a cooperative relationship among C/CAG, the County of San Mateo, and ABAG produced such a fine result.

I look forward to other opportunities for collaboration between our agencies.

Sincerely,


Henry L. Gardner
Executive Director

ITEM 8.1



