

# C/CAG

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

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

### BOARD MEETING NOTICE

Meeting No. 205

- DATE:** Thursday, September 11, 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.

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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

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. 204 dated August 14, 2008.  
ACTION p. 1

4.2 Review and approval of Resolution 08-40 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$636,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.  
ACTION p. 7

- 4.3 Review and approval of Resolution 08-41 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$500,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program. ACTION p. 19
- 4.4 Receive a progress update on ramp metering along northbound Interstate-280 between San Bruno and Daly City. INFORMATION p. 31

*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. (A position may be taken on any legislation, including legislation not previously identified.) ACTION p. 33
- 5.2 Presentation and discussion of the Community Based Transportation Plan for Daly City. INFORMATION p. 41
- 5.3 Update and implementation of the Smart Corridors Project.
  - 5.3.1 Status report on the Smart Corridors Project. ACTION p. 43
  - 5.3.2 Review and approval of Resolution 08-42 authorizing the C/CAG Chair to execute a funding agreement with the City of San Mateo for design and construction of the Smart Corridor Demonstration Project between State Highway 92 and Hillsdale Boulevard near the San Mateo Exposition Center, cost not to exceed \$1,600,000 in accordance with the staff recommendation. ACTION p. 47
- 5.4 Review and approval of Resolution 08-44 authorizing the extension of the C/CAG Motor Vehicle Fee in accordance with CALIFORNIA GOVERNMENT CODE 65089.11-15 (AG 1546). ACTION p. 61

## 6.0 COMMITTEE REPORTS

- 6.1 Committee Reports (oral reports).
- 6.2 Chairperson's Report.

## 7.0 EXECUTIVE DIRECTOR'S REPORT

## 8.0 COMMUNICATIONS

None.

## 9.0 MEMBER COMMUNICATIONS

### 10.0 CLOSED SESSION:

10.1 Public Employee Performance Evaluation (Government Code Sec. 54957)  
Title: Executive Director

10.2 Adjourn Closed Session.

10.3 Reconvene Open Session and report on closed session.

### 11.0 ADJOURN

Next scheduled meeting: October 9, 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

September 3, 2008	2020 Peninsula Gateway Corridor Study TAC - Menlo Park City Hall - 2:00 p.m.
September 10, 2008	2020 Peninsula Gateway Corridor Study PAC - Menlo Park City Hall - 4:00 p.m.
September 11, 2008	Legislative Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - 5:30 p.m.
September 11, 2008	C/CAG Board - SamTrans 2 <sup>nd</sup> Floor Auditorium - 7:00 p.m.
September 16, 2008	NPDES Technical Advisory Committee - to be determined - 10:00 a.m.
September 18, 2008	CMP Technical Advisory Committee - SamTrans 2 <sup>nd</sup> Floor Auditorium - 1:15 p.m.
September 25, 2008	CMEQ Committee - San Mateo City Hall - Conference Room C - 3:00 p.m.
September 25, 2008	Bikeway and Pedestrian Advisory Committee - 7:00 P.M.
September 30, 2008	Administrators' Advisory Committee - 555 County Center, 5 <sup>th</sup> Fl, Redwood City - Noon







# C/CAG

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

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Meeting No. 204  
August 14, 2008

### 1.0 CALL TO ORDER/ROLL CALL

Chair Gordon called the meeting to order at 7:05 p.m. Roll Call was taken.

James Janz - Atherton  
Joseph Silva - Colma (7:10)  
Judith Christensen - Daly City  
Linda Koelling - Foster City  
Bonnie McClung - Half Moon Bay  
Tom Kasten - Hillsborough  
Kelly Ferguson - Menlo Park  
Gina Papan - Millbrae  
Julie Lancelle - Pacifica  
Diane Howard - Redwood City  
Irene O'Connell - San Bruno (left 8:15)  
Bob Grassilli - San Carlos  
Carole Groom - San Mateo  
Kevin Mullin - South San Francisco  
Deborah Gordon - Woodside

#### Absent:

Belmont  
Brisbane  
Burlingame  
East Palo Alto  
Portola Valley  
County of San Mateo

#### Others:

Richard Napier, Executive Director - C/CAG  
Nancy Blair, C/CAG Staff  
Sandy Wong, Deputy Director - C/CAG  
Lee Thompson, C/CAG - Legal Counsel  
Tom Madalena, C/CAG Staff  
John Hoang, C/CAG Staff  
Matt Fabry, C/CAG Staff  
Jean Higaki, C/CAG Staff  
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member  
Onnalee Trapp, CMEQ Committee, League of Women Voters of San Mateo County  
Pat Dixon, SMCTA - CAC

**ITEM 4.1**

Honorable Rod Diridon, California High-Speed Rail Authority Board  
Pat Martel, Daly City  
Kim Springer, County of San Mateo  
Christine Maley-Grubl, Alliance

4.0 CONSENT AGENDA

Board Member Kasten MOVED approval of Consent Items 4.1, 4.6, 4.7, 4.8, 4.9, 4.10, and 4.11. Board Member O'Connell SECONDED. **MOTION CARRIED** 15-0.

- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 203 dated June 12, 2008. APPROVED
- 4.6 Review and approval of Resolution 08-36 authorizing the C/CAG Chair to execute an agreement with Hexagon Transportation Consultants, Inc. for the Travel Demand Modeling/Forecasting for the El Camino Real "Grand Boulevard" Multi-Modal Transportation Corridor Plan in an amount not to exceed \$164,164, with a net cost to C/CAG not to exceed \$101,177, and further authorizing the C/CAG Executive Director to execute minor amendments to the agreement. APPROVED
- 4.7 Review and accept the Quarterly Investment report as of June 30, 2008. APPROVED
- 4.8 Review and approval of the 2<sup>nd</sup> Cycle Lifeline Transportation Program Call for Projects. APPROVED
- 4.9 Review of the Draft FY 07-08 C/CAG Management Finance Report ending June 30, 2008. INFORMATION
- 4.10 Status report on the Hydrogen Shuttle for FY 07-08. INFORMATION
- 4.11 Review and approval of Resolution 08-37 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2008/2009 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,193,400. APPROVED

Items 4.2, 4.3, 4.4, and 4.5 were removed from the Consent Calendar.

- 4.2 Review and approval of Resolution 08-38 authorizing the C/CAG Chair to execute an amendment to the Cooperative Agreement between C/CAG, the Santa Clara Valley Transportation Authority (VTA), and the San Mateo County Transportation Authority (TA) for the "2020 Peninsula Gateway Corridor Study - Phase 1" to increase the funding in an amount not to exceed \$40,700 for a new maximum amount of \$589,700 for completion of the project. APPROVED

Item 4.2 refers to the completion of the final cost of the 2020 Peninsula Gateway Corridor Study - Phase 1.

Board Member Ferguson MOVED approval of Item 4.2. Board Member O'Connell SECONDED. **MOTION CARRIED** 15-0.



- 4.3 Review and approval of Resolution 08-33 authorizing the C/CAG Chair to execute a funding agreement between C/CAG and the Metropolitan Transportation Commission (MTC) for the 2020 Peninsula Gateway Corridor Study - Phase 2 in the amount of \$250,000. APPROVED

With the completion of the study for Phase 1, staff will be providing presentations to the City Counsels.

Board Member Ferguson MOVED approval of Item 4.3. Board Member Kasten SECONDED. **MOTION CARRIED 15-0.**

- 4.4 Review and approval of Resolution 08-34 authorizing the C/CAG Chair to execute the Memorandum of Understanding (MOU) between Caltrans District 4, the County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, San Mateo County Transportation Authority, and C/CAG to acknowledge the Smart Corridors Project, and to agree to work cooperatively to assist in development of the Smart Corridors project, and further authorizing the Executive Director to make minor changes to said MOU upon consultation with signatory agencies. APPROVED

Changes to the MOU will include:

- The language will be clarified to say “the operation and the maintenance of the Smart Corridor unique equipment will be fully funded by C/CAG and other parties with no additional costs to the Cities or the County.”
- All the cities will be included in the discussions. This includes those that are funded at this time, and those that will be funded in the future.

Staff committed to provide detailed analysis on the cost for operation and maintenance with the funding sources identified.

Board Member O’Connell MOVED approval of Item 4.4. with the required changes. Board Member Kasten SECONDED. **MOTION CARRIED 15-0.**

- 4.5 Review and approval of Resolution 08-35 authorizing the C/CAG Chair to execute amendments to the agreements with various cities and the Alliance for the provision of Congestion Relief Program shuttle services for a total cost not to exceed \$738,803 for July 1, 2008 through June 30, 2009. APPROVED

Menlo Park is eager to have the Hydrogen shuttle run through Menlo Park when the time is appropriate.

Board Member Ferguson MOVED approval of Item 4.5. Board Member O’Connell SECONDED. **MOTION CARRIED 15-0.**

5.0 REGULAR AGENDA

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

An update was provided:

- SB 348 - Motor Vehicle Fee bill expires this year. It has passed the legislature, and is being held until there is a California State Budget, and then it will go to the Governor for approval.
- SB 375 relative to Greenhouse Gas emission and Planning. C/CAG sent a letter dealing with a few issues, one being Northern California and Southern California should be treated the same, which is to allow the County Transportation Commissions or Congestion Management Agency to initiate the Sustainable Communities Plan. C/CAG's Executive Director will attend the hearing in Sacramento on Friday, 8/15/08, to emphasize this point by testifying.
- Proposition 1 or 1A the High Speed Rail Initiative. C/CAG's Board has adopted support positions on this in the past. Proposition 1 or 1A will provide funding for Caltrain and the High Speed Rail. Proposition 1A provides additional specificity and is currently in the Legislature.

The Legislative Committee unanimously voted to recommend a support position on Proposition 1 or Proposition 1A.

Honorable Rod Diridon, Board Member on the California High-Speed Rail Authority, provided a presentation on the High Speed Rail.

Board Member Koelling MOVED that C/CAG support the High Speed Rail by supporting Proposition 1 or 1A as appropriate. Board Member Christensen SECONDED. **MOTION CARRIED** 12-0-2. Board Member Ferguson and Board Member Janz abstaining.

- 5.2 Executive Director Presentation on C/CAG's FY 07-08 Performance. INFORMATION

C/CAG's Executive Director gave an overall view of C/CAG's accomplishments over the FY 07-08, and acknowledged the staff for their contributions.

- 5.3 Review and approval for distribution to C/CAG member agencies of the Draft San Mateo County Energy Strategy. APPROVED

Board Member Koelling MOVED approval to distribute the Draft San Mateo County Energy Strategy to the agencies in San Mateo County. Board Member Kasten SECONDED. **MOTION CARRIED** 13-0-1. Board Member Ferguson recused herself.

6.0 COMMITTEE REPORTS

- 6.1 Committee Reports (oral reports).

- 6.2 Chairperson's Report.

7.0 EXECUTIVE DIRECTOR'S REPORT

As part of the new audit standards C/CAG's Auditor, Maze & Associates Accountancy, would like to communicate directly with C/CAG's Governing Board on the audit planning. A meeting will be set-up between Maze and C/CAG's Finance Committee to go over the scope and timing of the audit.

Due to a family emergency, there was no Executive Director's Report for this meeting, it will be provided at the September Board meeting.

Pat Martel, City Manager of Daly City, was introduced to the Board. Pat will be attending the Administrators' Advisory Committee.

#### 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](mailto:nblair@co.sanmateo.ca.us) or download a copy from C/CAG's website – [www.ccag.ca.gov](http://www.ccag.ca.gov).

- 8.1. Letter from Deborah C. Gordon, C/CAG Chair, to Honorable Darrell Steinberg, California State Senate, dated 7/24/08. Re: Request for changes to SB 375.
- 8.2. Letter from Deborah C. Gordon, C/CAG Chair, to Honorable Bill Dodd, Metropolitan Transportation Commission, dated 7/24/08. Re: Proposed Dumbarton Rail swap of \$91M of RM 2 Funds.
- 8.3. Letter from Richard Napier, Executive Director C/CAG, to E. Dotson Wilson, Chief Clerk, State of California Assembly, dated 7/30/08. Re: California Government Code 65089.11-15 (AB 1546) - Update to Three-Year Report to the California Legislature.
- 8.4. Letter from Mark J. Connolly, ALUC Staff Coordinator, Airport Land Use Commission, to Dave F. Carbone, ALUC Staff, dated 8/05/08. Re: Santa Clara County Airport Land Use Commission's (ALUC) adoption of the Palo Alto Airport Comprehensive Land Use Plan (CLUP).

#### 9.0 MEMBER COMMUNICATIONS

None.

#### 10.0 ADJOURN

Meeting adjourned at 9:02 p.m. in memory of Joseph Fernekes, former Mayor and C/CAG Board Member. Joe was a significant contributor and leader on C/CAG, and the City of South San Francisco.







# C/CAG AGENDA REPORT

**DATE:** September 11, 2008

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 08-40 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$636,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

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

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## **RECOMMENDATION:**

That the C/CAG Board of Directors review and approve Resolution 08-40 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SamTrans) in the amount of \$636,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

## **FISCAL IMPACT:**

Under the TFCA program there is a total allocation of \$1,193,400 of which \$636,000 is designated for the SamTrans Shuttle Bus Program in FY 2008/2009.

## **SOURCE OF FUNDS:**

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

## **BACKGROUND/ DISCUSSION:**

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the April 10, 2008 C/CAG Board meeting the Board approved the projects to be funded with the 2008/2009 allocation. The SamTrans Shuttle Bus Program was submitted to the Bay Area Air Quality Management District (BAAQMD) and approved. The attached agreement is with SamTrans to operate nine employer based shuttle bus programs that will connect major employment centers in Daly City, South San Francisco, Brisbane, Millbrae and San Bruno with BART stations.

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

## **ATTACHMENTS:**

- Resolution 08-40
- Funding Agreement between C/CAG and the San Mateo County Transit District

**ITEM 4.2**





## **RESOLUTION 08-40**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE FUNDING AGREEMENT BETWEEN C/CAG AND THE SAN MATEO COUNTY TRANSIT DISTRICT (SAMTRANS) IN THE AMOUNT OF \$636,000 UNDER THE 2008/2009 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE SHUTTLE SERVICES.**

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its April 10, 2008 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to enter into an agreement with the San Mateo County Transit District for \$636,000 under the Transportation Fund for Clean Air (TFCA) program. This agreement shall be in a form approved by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF SEPTEMBER 2008.**

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*Deborah C. Gordon, Chair*



FISCAL YEAR 2008-2009 FUNDING AGREEMENT  
BETWEEN  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND  
SAN MATEO COUNTY TRANSIT DISTRICT

This Funding Agreement (Agreement) is made and entered into between the City/County Association of Governments (C/CAG), hereinafter referred to as "Program Manager," and the San Mateo County Transit District (SamTrans), hereinafter referred to as "Project Sponsor," on the date shown on Attachment A ("Project Information" form), which specifies the project covered by this Agreement and is hereby incorporated into this Agreement by this reference.

SECTION I

RECITALS:

- 1) The Bay Area Air Quality Management District, hereinafter referred to as "Air District" is authorized under Health and Safety code Section 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233 and 40717 and limits the allocation of the funds to public agencies within the Air District's jurisdiction.
- 3) Health and Safety Code Section 44241(d) stipulates that forty (40) percent of funds generated within a county where the fee is in effect shall be allocated by the Air District to one or more public agencies designated to receive the funds.
- 4) The Air District has been notified, in a communication dated July 29, 1992, that the Program Manager is the duly authorized recipient of forty (40) percent of the funds collected in San Mateo County, and has been so designated by resolutions adopted by the San Mateo County Board of Supervisors and by the City Councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The resolutions specify the terms and conditions for the expenditure of funds by the Program Manager.
- 5) C/CAG has been designated, by previous resolutions, as the overall Program Manager for San Mateo County.
- 6) On April 10, 2008, the Program Manager approved projects for TFCA funding including \$636,000 to fund the SamTrans Shuttle Bus Program (hereinafter referred to as "Project") for fiscal year 2008-09.
- 7) The Program Manager and Project Sponsor, pursuant to Health and Safety code Section 44241, hereby enter into this Funding Agreement to implement the specified project to improve air quality in the San Francisco Bay Area Air Basin. This Agreement covers the

project specified in Attachment A.

## SECTION II

### PROJECT SPONSOR AGREES:

- 1) To apply all funds received under this Agreement to the project described in Attachment A consistent with the mutually agreed to terms and conditions contained in this Agreement.
- 2) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all funds received under this Agreement and to withdraw funds from this separate account.
- 3) To maintain, or cause to be maintained adequate records to document and demonstrate to the Program Manager, Air District staff and auditors the receipt and expenditures of TFCA funds.
- 4) To allow the Program Manager and the Air District to audit all expenditures relating to the project funded through this Agreement. For the duration of the project as described in Attachment A and for three (3) years following completion of the project, Project Sponsor will make available to the Program Manager, Air District staff, or to an independent auditor selected by the Air District all records relating to project performance and expenses incurred in implementing the project.
- 5) To maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the project described in Attachment A, which are paid with funds received under this Funding Agreement, or to establish an alternative method to document staff costs charged to the funded project.
- 6) All TFCA funds allocated to a recipient will be distributed on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the approved project. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 7) To keep necessary records of the performance of the project specified in Attachment A in order to expedite evaluation of emissions reductions achieved from implementation of the project.
- 8) To submit reports to the Program Manager as follows:
  - a) Semi-Annual Funding Status Report: On a semi-annual basis, the Project Sponsor shall submit to the Program Manager reports that indicate a) whether any projects have been cancelled or completed under budget during the past six-month period and if so, the amount of associated unexpended funds; and b) whether any project deadlines have been extended and if so, indicate the project's revised date for completion and certify

that significant progress has been made on the project for which the funds were granted, pursuant to HSC 44242(d).

- b) Annual Report: The Project Sponsor shall submit an annual report to the Program Manager within (2) months of the end of each fiscal year which itemizes (a) the expenditure of the funds, (b) progress to date in the implementation of each funded project or projects and (c) the results of the monitoring of the performance of the project or projects as specified in Attachment A. The Project Sponsor shall submit the annual reports on Air District-approved report forms annually until all projects included in Attachment A are completed.
- 9) To use both the Air District's and C/CAG's approved logos for the TFCA project implemented directly by the Project Sponsor under this Agreement, as specified below:
- a) the logo will be used on signs posted at the site of any construction;
  - b) the logo will be displayed on any vehicles operated with or obtained as part of a project;
  - c) the logo will be used on any printed material intended for public consumption associated with any project, including project related transit schedules, brochures, handbooks, maps created for public distribution, and promotional material; and
  - d) Project sponsor will demonstrate to the Program Manager through photographs of vehicles and copies of press releases that Air District and C/CAG logos are used and displayed as required.
- 10) To credit the Air District as a funding source in any related articles, news releases or other publicity materials for the project funded under this Agreement which are implemented directly by the Project Sponsor.
- 11) Project Sponsor shall provide Program Manager certificates and/or other evidence of the insurance coverage required below. Project Sponsor shall obtain and maintain in full force and effect insurance as set forth below. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
- a) Liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the project sponsor and to the operation of the vehicles, vessels, engines, or equipment operated by the Project Sponsor.
  - b) Property insurance in an amount of not less than the insurable value of Project Sponsor's vehicles, vessels, engines or equipment funded under the Agreement and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
- 12) All funds received under this Agreement shall be expended only in accordance with all applicable provisions of the law for the project that is implemented directly by the Project Sponsor.

- 13) To return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
- 14) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act, to place in the public domain any software, written document, or other product developed with funds received through this Agreement.
- 15) If TFCA funds are used for the purchase of any vehicle(s), Project Sponsor must either obtain approval from the Program Manager for alternative use of the vehicle(s) or return to the Program Manager any funds realized from the sale of any vehicle(s) purchased with TFCA funds if such reuse or sale occurs within the industry standards for the useful life from the date of purchase of the vehicle(s). The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicle(s).
- 16) Project Sponsor will complete the project by June 30, 2009.
- 17) Project Sponsor must sign this Funding Agreement within sixty (60) days after the Program Manager has transmitted it to them in order to remain eligible for the granted TFCA funds. Program Manager may grant a one-time extension of thirty (30) days to the applicant for just cause.
- 18) Unless authorized by the Program Manager, if no status reports and/or reimbursement requests are received from the Project Sponsor within one (1) year from the date of execution of the Agreement the project will be considered for cancellation and the funds reprogrammed.

### SECTION III

#### PROGRAM MANAGER AGREES:

- 1) To distribute TFCA funds allocated to the Project Sponsor only on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the approved project. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 2) To reimburse costs from the execution of this Agreement through June 30, 2009.
- 3) To provide timely notice prior to conducting an audit.
- 4) To provide the Project Sponsor, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.
- 5) To provide the Project Sponsor with all Project Sponsor reporting forms required for the Project Sponsor to submit pursuant to this Agreement, including the Semi-Annual Funding Status Report and Annual Report required pursuant to Section II.8 above.

## SECTION IV

### IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect for three (3) years after the completion of the project defined in Attachment A, unless it is terminated as provided below.
- 2) Termination: Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination. This Agreement will also terminate at the end of the fiscal year during which the City/County Association of Government loses designation as Program Manager for San Mateo County.
- 3) Indemnity: Project Sponsor shall indemnify and save harmless the Program Manager from all claims, suits or actions resulting from the performance by Project Sponsor of its duties under this Agreement. Program Manager shall indemnify and save harmless the Project Sponsor from all claims, suits or actions resulting from the performance by Program Manager of its duties under this Agreement. In the event that, for any reason the Air District seeks return of the funds granted to the Project Sponsor, the Project Sponsor shall indemnify the Program Manager in the amount the Program Manager is required to return to the Air District under the funding Agreement between the Program Manager and the Air District that includes this specific project.
- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.

Joel Slavit  
SamTrans  
1250 San Carlos Ave  
San Carlos, CA 94070  
650-508-6476

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

- 5) Additional Acts and Documents: Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.
- 6) Integration: This Agreement represents the entire agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

- 7) **Amendment:** This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of the Agreement shall be void and of no effect. Any change in project scope shall constitute an amendment under this agreement.
- 8) **Independent Contractor:** Project Sponsor renders its services under this Agreement as an independent contractor. None of the Project Sponsor's agents or employees shall be agents or employees of the Program Manager. This paragraph does not apply to elected officials serving concurrently on the governing boards of the Project Sponsor, Program Manager or the Air District.
- 9) **Assignment:** This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without express written consent of the other party.
- 10) **Severability:** Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, reasonably be interpreted to give the intentions of the parties.
- 11) **Force Majeure:** Neither the Project Sponsor, Program Manager or the Air District shall be liable or deemed to be in default for any delay or failure in performance under this Funding Agreement or interruption of services, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Project Sponsor, Program Manager or the Air District.
- 12) **Governing Law:** This Funding Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Project Sponsor and Program Manager have entered into this Funding Agreement as of the date listed below.

**FOR PROJECT SPONSOR:**

**FOR PROGRAM MANAGER:**

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

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

*Deborah C. Gordon, Chair  
City/County Association of Governments*

Approved as to legal form:

Approved as to legal form:

By: \_\_\_\_\_  
*Legal Counsel*

By: \_\_\_\_\_  
*C/CAG Legal Counsel*



# ATTACHMENT A

## PROJECT INFORMATION

A. Project Number: 08SM02 B. Project Sponsor: SamTrans

C. Project Title: SamTrans Shuttle Bus Program

D. TFCA \$ Allocated: \$636,000 E. Total Project Cost: \$1,925,503

F. Project Description: This project supports the SamTrans Shuttle Bus Program, a peak commute period shuttle bus service from BART stations to major employment sites in San Mateo County. The program includes nine (9) shuttle routes. All shuttle vehicles operated with TFCA funds meet the California Air Resources Board (CARB) particulate matter standards for public transit fleets.

The following is a list of the 9 existing shuttle routes:

	<u>Route Name</u>	<u>BART Station</u>	<u>Service Area</u>
1	Bayhill	San Bruno	San Bruno Bayhill Area
2	Crocker Park	Balboa Park	Brisbane Industrial Park
3	Gateway	South San Francisco	South San Francisco industrial area
4	Oyster Point	San Bruno	Oyster Point, South San Francisco
5	Seton	Daly City	Seton Medical Center / Daly City City Hall
6	Sierra Point	Balboa Park	Sierra Point Offices, Brisbane
7	Utah Grand	San Bruno	South San Francisco Industrial Area
8	Genentech	South San Francisco	Genentech South San Francisco Campus
9	Bridge Millbrae	Millbrae	Millbrae

G. Project Schedule:

Start Date (mo/yr) July 2008

Final Report Due Date: Within 3 months of completion of the project, but no later than 3 months following the termination of the Agreement.

H. Final Report Content: Complete and submit Project Monitoring Form 1.







# C/CAG AGENDA REPORT

**DATE:** September 11, 2008

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 08-41 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$500,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program.

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

---

## **RECOMMENDATION:**

That the C/CAG Board of Directors review and approve Resolution 08-41 authorizing the C/CAG Chair to execute a Funding Agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$500,000 under the 2008/2009 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program.

## **FISCAL IMPACT:**

Under the TFCA program there is a total allocation of \$1,193,400 of which \$500,000 is designated for the Alliance in FY 2008/2009.

## **SOURCE OF FUNDS:**

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

## **BACKGROUND/ DISCUSSION:**

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes TFCA monies to projects whose primary objective is to reduce emissions in the air. At the April 10, 2008 C/CAG Board meeting the Board approved the projects to be funded with the 2008/2009 allocation. The Countywide Voluntary Trip Reduction Program was submitted to the Bay Area Air Quality Management District (BAAQMD) and approved. The attached agreement is with the Peninsula Traffic Congestion Relief Alliance to operate the County-wide Voluntary Trip Reduction Program to assist private and public sectors to connect their employees and customers with transportation

**ITEM 4.3**

systems that provide an alternative to driving single occupant vehicles. The funds under the TFCA program were insufficient to fully support this program; therefore it is being jointly funded with revenues under the Countywide Congestion Relief Plan as well as the San Mateo County share of the Regional Rideshare Program.

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

**ATTACHMENTS:**

- Resolution 08-41
- Funding agreement between C/CAG and the Peninsula Traffic Congestion Relief Alliance

## **RESOLUTION 08-41**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE IN THE AMOUNT OF \$500,000 UNDER THE TRANSPORTATION FUND FOR CLEAN AIR (TFCA) PROGRAM TO PROVIDE THE COUNTY-WIDE VOLUNTARY TRIP REDUCTION PROGRAM**

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its April 10, 2008 meeting approved certain projects and programs for funding through San Mateo County's local share of Transportation Fund for Clean Air (TFCA) revenues; and,

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

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

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to enter into a funding agreement with the Peninsula Congestion Relief Alliance for \$500,000. This agreement shall be in a form approved by C/CAG Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF SEPTEMBER 2008.**

---

*Deborah C. Gordon, Chair*





FISCAL YEAR 2008-2009 FUNDING AGREEMENT  
BETWEEN  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND  
PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE

This Funding Agreement (Agreement) is made and entered into between the City/County Association of Governments (C/CAG), hereinafter referred to as "Program Manager," and the Peninsula Traffic Congestion Relief Alliance, hereinafter referred to as "Project Sponsor," on the date shown on Attachment A ("Project Information" form), which specifies the project covered by this Agreement and is hereby incorporated into this Agreement by this reference.

SECTION I

RECITALS:

- 1) The Bay Area Air Quality Management District, hereinafter referred to as "Air District" is authorized under Health and Safety code Section 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233 and 40717 and limits the allocation of the funds to public agencies within the Air District's jurisdiction.
- 3) Health and Safety Code Section 44241(d) stipulates that forty (40) percent of funds generated within a county where the fee is in effect shall be allocated by the Air District to one or more public agencies designated to receive the funds.
- 4) The Air District has been notified, in a communication dated July 29, 1992, that the Program Manager is the duly authorized recipient of forty (40) percent of the funds collected in San Mateo County, and has been so designated by resolutions adopted by the San Mateo County Board of Supervisors and by the City Councils of a majority of the cities representing a majority of the population in the incorporated area of the county. The resolutions specify the terms and conditions for the expenditure of funds by the Program Manager.
- 5) C/CAG has been designated, by previous resolutions, as the overall Program Manager for San Mateo County.
- 6) On April 10, 2008, the Program Manager approved projects for TFCA funding including \$500,000 to fund the Countywide Transportation Demand Management (TDM) Program (hereinafter referred to as "Project") for fiscal year 2008-09.

- 7) The Program Manager and Project Sponsor, pursuant to Health and Safety code Section 44241, hereby enter into this Funding Agreement to implement the specified project to improve air quality in the San Francisco Bay Area Air Basin. This Agreement covers the project specified in Attachment A.

## SECTION II

### PROJECT SPONSOR AGREES:

- 1) To apply all funds received under this Agreement to the project described in Attachment A, consistent with the mutually agreed to terms and conditions contained in this Agreement.
- 2) To maintain, at all times during the term of this Agreement, a separate account or sub-ledger for all funds received under this Agreement and to withdraw funds from this separate account.
- 3) To maintain, or cause to be maintained adequate records to document and demonstrate to the Program Manager, Air District staff and auditors the receipt and expenditures of TFCA funds.
- 4) To allow the Program Manager and the Air District to audit all expenditures relating to the project funded through this Agreement. For the duration of the project as described in Attachment A and for three (3) years following completion of the project, Project Sponsor will make available to the Program Manager, Air District staff, or to an independent auditor selected by the Air District all records relating to project performance and expenses incurred in implementing the project.
- 5) To maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the project described in Attachment A, which are paid with funds received under this Funding Agreement, or to establish an alternative method to document staff costs charged to the funded project.
- 6) All TFCA funds allocated to a recipient will be distributed on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the approved project. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 7) To keep necessary records of the performance of the project specified in Attachment A in order to expedite evaluation of emissions reductions achieved from implementation of the project.
- 8) To submit reports to the Program Manager as follows:
  - a) Semi-Annual Funding Status Report: On a semi-annual basis, the Project Sponsor shall submit to the Program Manager reports that indicate a) whether any projects have been cancelled or completed under budget during the past six-month period and if so,

the amount of associated unexpended funds; and b) whether any project deadlines have been extended and if so, indicate the project's revised date for completion and certify that significant progress has been made on the project for which the funds were granted, pursuant to HSC 44242(d).

- b) Annual Report: The Project Sponsor shall submit an annual report to the Program Manager within (2) months of the end of each fiscal year which itemizes (a) the expenditure of the funds, (b) progress to date in the implementation of each funded project or projects and (c) the results of the monitoring of the performance of the project or projects as specified in Attachment A. The Program Manager shall submit the annual reports on Air District-approved report forms annually until all projects included in Attachment A are completed.
- 9) To use both the Air District's and C/CAG's approved logos for the TFCA project implemented directly by the Project Sponsor under this Agreement, as specified below:
  - a) the logo will be used on signs posted at the site of any construction;
  - b) the logo will be displayed on any vehicles operated with or obtained as part of a project;
  - c) the logo will be used on any printed material intended for public consumption associated with any project, including project related transit schedules, brochures, handbooks, maps created for public distribution, and promotional material; and
  - d) Project sponsor will demonstrate to the Program Manager through photographs of vehicles and copies of press releases that Air District and C/CAG logos are used and displayed as required.
- 10) To credit the Air District as a funding source in any related articles, news releases or other publicity materials for the project funded under this Agreement which are implemented directly by the Project Sponsor.
- 11) Project Sponsor shall provide Program Manager certificates and/or other evidence of the insurance coverage required below. Project Sponsor shall obtain and maintain in full force and effect insurance as set forth below. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.
  - a) Liability insurance with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the project sponsor and to the operation of the vehicles, vessels, engines, or equipment operated by the Project Sponsor.
  - b) Property insurance in an amount of not less than the insurable value of Project Sponsor's vehicles, vessels, engines or equipment funded under the Agreement and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.
- 12) All funds received under this Agreement shall be expended only in accordance with all

applicable provisions of the law for the project that is implemented directly by the Project Sponsor.

- 13) To return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
- 14) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act, to place in the public domain any software, written document, or other product developed with funds received through this Agreement.
- 15) If TFCA funds are used for the purchase of any vehicle(s), Project Sponsor must either obtain approval from the Program Manager for alternative use of the vehicle(s) or return to the Program Manager any funds realized from the sale of any vehicle(s) purchased with TFCA funds if such reuse or sale occurs within the industry standards for the useful life from the date of purchase of the vehicle(s). The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicle(s).
- 16) Project Sponsor will complete the project by June 30, 2009.
- 17) Project Sponsor must sign this Funding Agreement within sixty (60) days after the Program Manager has transmitted it to them in order to remain eligible for the granted TFCA funds. Program Manager may grant a one-time extension of thirty (30) days to the applicant for just cause.
- 18) Unless authorized by the Program Manager, if no status reports and/or reimbursement requests are received from the Project Sponsor within one (1) year from the date of execution of the Agreement the project will be considered for cancellation and the funds reprogrammed.

### SECTION III

#### PROGRAM MANAGER AGREES:

- 1) To distribute TFCA funds allocated to the Project Sponsor only on a cost reimbursement basis, on the basis of documented legitimate expenditures for the intended purpose of the approved project. Costs will be reimbursed only to the amount of the TFCA funds authorized by this Agreement. In no event shall the Program Manager be required to provide any funding to the Project Sponsor under this Agreement unless such funds are first provided to the Program Manager by the Air District.
- 2) To reimburse costs from the execution of this Agreement through June 30, 2009.
- 3) To provide timely notice prior to conducting an audit.
- 4) To provide the Project Sponsor, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.
- 5) To provide the Project Sponsor with all Project Sponsor reporting forms required for the

Project Sponsor to submit pursuant to this Agreement, including the Semi-Annual Funding Status Report and Annual Report required pursuant to Section II.8 above.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect for three (3) years after the completion of the project defined in Attachment A, unless it is terminated as provided below.
- 2) Termination: Either party may terminate this Agreement at any time by giving written notice of termination to the other party which shall specify the effective date thereof. Notice of termination under this paragraph shall be given at least ninety (90) days before the effective date of such termination. This Agreement will also terminate at the end of the fiscal year during which the City/County Association of Government loses designation as Program Manager for San Mateo County.
- 3) Indemnity: Project Sponsor shall indemnify and save harmless the Program Manager from all claims, suits or actions resulting from the performance by Project Sponsor of its duties under this Agreement. Program Manager shall indemnify and save harmless the Project Sponsor from all claims, suits or actions resulting from the performance by Program Manager of its duties under this Agreement. In the event that, for any reason other than Program Manager's sole misconduct, the Air District seeks return of funds already distributed to the Project Sponsor, the Project Sponsor shall indemnify the Program Manager in the amount the Program Manager is required to return to the Air District under the funding Agreement between the Program Manager and the Air District that includes this specific project.
- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the address set forth below, or to such addresses which may be specified in writing to the parties hereto.  
  
Christine Maley-Grubl  
Peninsula Traffic Congestion Relief Alliance  
1150 Bayhill Drive, Suite 107  
San Bruno, CA 94066  
650-588-8170  
  
Tom Madalena  
City/County Association of Governments  
555 County Center, 5th Floor  
Redwood City, CA 94063  
650-599-1460
- 5) Additional Acts and Documents: Each party agrees to do all things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of this Agreement.

- 6) **Integration:** This Agreement represents the entire agreement of the parties with respect to the subject matter described in this Agreement, and no representation, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 7) **Amendment:** This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of the Agreement shall be void and of no effect. Any change in the project scope shall constitute an amendment under this Agreement.
- 8) **Independent Contractor:** Project Sponsor renders its services under this Agreement as an independent contractor. None of the Project Sponsor's agents or employees shall be agents or employees of the Program Manager. This paragraph does not apply to elected officials serving concurrently on the governing boards of the Project Sponsor, Program Manager or the Air District.
- 9) **Assignment:** This Agreement may not be assigned, transferred, hypothecated, or pledged by any party without express written consent of the other party.
- 10) **Severability:** Should any part of this Agreement be declared unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, reasonably be interpreted to give the intentions of the parties.
- 11) **Force Majeure:** Neither the Project Sponsor, Program Manager or the Air District shall be liable or deemed to be in default for any delay or failure in performance under this Funding Agreement or interruption of services, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, strikes, labor disputes, shortages of suitable parts, materials, labor or transportation, or any similar cause beyond the reasonable control of the Project Sponsor, Program Manager or the Air District.
- 12) **Governing Law:** This Funding Agreement shall be construed and interpreted and the legal relations created thereby shall be determined in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Project Sponsor and Program Manager have entered into this Funding Agreement as of the date listed below.

**FOR PROJECT SPONSOR:**

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

Approved as to legal form:

By: \_\_\_\_\_  
*Legal Counsel*

**FOR PROGRAM MANAGER:**

By: \_\_\_\_\_  
*Deborah C. Gordon, Chair*  
*City/County Association of Governments*

Approved as to legal form:

By: \_\_\_\_\_  
*C/CAG Legal Counsel*

# ATTACHMENT A

## PROJECT INFORMATION

A. Project Number: 08SM01 B. Project Sponsor: Peninsula Traffic Congestion Relief Alliance

C. Project Contact: Christine Maley-Grubl D. Contact Phone #: 650-588-8170

E-mail: Christine@commute.org

E. Project Title: County-wide Voluntary Trip Reduction Program

F. TFCA \$ Allocated: \$ 500,000 G. Total Project Cost: \$ \$1,473,104

Other Funding:	Amount	Source
	<u>\$505,000</u>	<u>C/CAG of San Mateo County Congestion Relief Plan</u>
	<u>\$70,000</u>	<u>Regional Rideshare Program Funds (Metropolitan Transportation Commission)</u>
	<u>\$398,104</u>	<u>San Mateo County Transportation Authority</u>

H. Project Description: *The Alliance* provides Transportation Demand Management (TDM) programs in San Mateo County as part of a region wide network of TDM services provided in collaboration and partnership with the Regional Rideshare Program, 511 Contra Costa, and Solano Napa Commuter Information to encourage use of transportation alternatives such as carpools, vanpools and transit. Efforts are targeted primarily at commute trips. The table on Page 3 shows the activities conducted by us and our partners to provide the region wide voluntary trip reduction program. The specific activities to be funded by this application are highlighted in the table and described below:

- Employer Outreach: The Alliance conducts marketing and outreach to employer work sites in San Mateo County providing commuter benefits consulting services to encourage employers to provide alternative commute benefits or programs to their employees.
- Non-Employer Commuter Outreach: The Alliance also reaches commuters directly as opposed to through their employers. Non-employer commuter outreach includes residential and community marketing.
- Incentive Programs:
  - The Alliance provides a "New Carpooler Commuter Incentive." Drive-alone commuters, who live in, work in and/or commute through San Mateo County and who switch to carpooling to work at least 2 days per week for eight consecutive weeks are eligible to receive a financial incentive of a \$40 gas card per participant.
  - The Alliance provides a "New Vanpooler Rider Incentive." Drive-alone commuters, who live in, work in and/or commute through San Mateo County and who switch to vanpooling to work are eligible to receive a financial incentive of \$80 per month maximum for three months after the first three months of participating in a vanpool as a passenger.

- The Alliance provides a “Vanpool Driver Incentive.” Drivers of vanpools originating in or destined for San Mateo County who keep their vanpools operating for six months as the driver are eligible to receive a financial incentive of \$500.00 per driver.
- The Alliance provides a “Try Transit Program.” Drive-alone commuters, who live in, work in and/or commute through San Mateo County can try transit for free by utilizing free transit tickets provided by transit agencies in San Mateo County and neighboring partner agencies in surrounding counties. This is a trial program, one time only.
- The Alliance provides a “Carpool to School Incentive.” Parents who live and/or drive their children to school in San Mateo County and who switch to driving a “school pool” at least 2 days per week for at least 8 weeks are eligible to receive a financial incentive of a \$20.00 gas card per parent.
- **Guaranteed Ride Home Program:** The Alliance provides a “Guaranteed Ride Home Program,” to any commuter (whose employer signs on to the program) to San Mateo County who carpools, vanpools, or takes transit to work. The Alliance provides for 75% of the cost of a taxi or a 24-rental car in case of emergency during the work day. The participating employer pays the other 25% of the cost of the ride.
- **Website:** The Alliance has a website, [www.commute.org](http://www.commute.org) that provides information about all transportation alternatives in San Mateo County, and provides links to the websites of our partner agencies and other Bay Area transportation providers.
- **Phone:** The Alliance provides general information about transportation alternatives to driving alone, including HOV and Park-and-Ride facility information to callers who call (650) 588-8170.

I. **Project Schedule:** Start Date (mo/yr) July 2008 Final Report Due Date (mo/yr) October 2009, as part of the Regionwide Voluntary Trip Reduction Program final report.

J. **Final Report Content:** The Alliance’s project activity outcomes will be included in a final TFCA report that jointly shows the outcomes of The Alliance, the Regional Rideshare Program, and our other local partners. The Final Report will include project activity descriptions, their measured vehicle trips reduced, and the total program vehicle trips reduced. It will include the information required in Project Monitoring Form 1. The report will cover activities conducted in the previous fiscal year, and report on project expenditures to date. The report will recap the methodologies used to evaluate the project’s vehicle trips reduced.

K. **Attach copy of cost-effectiveness worksheet and any other information required to evaluate the proposed project;** for example, for heavy-duty vehicle projects, include the CARB Executive Orders.







# C/CAG AGENDA REPORT

**Date:** September 11, 2008  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** RECEIVE A PROGRESS UPDATE ON RAMP METERING ALONG NORTHBOUND INTERSTATE-280 BETWEEN SAN BRUNO AND DALY CITY

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

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## **RECOMMENDATION**

That the C/CAG Board Receive a progress update on ramp metering along northbound Interstate-280 (I-280) between San Bruno and Daly City.

## **FISCAL IMPACT**

The cost to turn on metering lights along this segment of northbound I-280 has been included in the adopted C/CAG budget.

## **SOURCE OF FUNDS**

Funding source for ramp metering comes from the Congestion Relief Plan. Effort to turn on metering lights along the northbound I-280 between San Bruno and Daly City will involve staff time only, estimated at no more than \$10,000.

## **BACKGROUND/DISCUSSION**

### **Current Activities (along I-280 between San Bruno and Daly City)**

It is proposed to turn on metering lights at the following five northbound on-ramps along I-280 starting from late October 2008:

- Sneath Lane diagonal on-ramp
- Westborough Blvd loop on-ramp
- Westborough Blvd diagonal on-ramp
- Hickey Blvd loop on-ramp
- Serramonte Blvd diagonal on-ramp

In December 2007, C/CAG Board approved the funding for a study to turn on the northbound on-ramp meters along I-280 between Sneath Lane in San Bruno and Serramonte Blvd in Daly City. Fehr & Peers Transportation Consultants was retained to conduct the study, guided by the Ramp Metering Technical Committee (RMTC), consists of staff from involved agencies. The draft **ITEM 4.4**

study report indicates ramp-metering has positive affect on the freeway bottleneck.

This northbound segment was identified for turn-on because metering equipment are already existing (in place). Based on existing traffic condition, congestion within this northbound segment occurs during afternoon commute hours. Therefore, it is proposed to turn on the metering lights during afternoon commute hours only.

As was done for the US 101 segment that was implemented, “end of queue” detectors will be in place at the above five on-ramps in order to maintain the principle of “ensure that queues from metered ramps do not impede operation of local streets and intersections or block access to private property”. In addition, “before” and “after” monitoring will be conducted by C/CAG, at no cost to cities, at selected local streets and intersections near the metered on-ramps to monitor and assess any impacts. City representatives in the Ramp Metering Technical Committee will review and provide guidance on the metering rate plan as well as monitoring activities.

### Prior Actions

As part of the adoption of the Countywide Congestion Relief Plan by C/CAG on February 14, 2002, C/CAG was authorized to be the Countywide entity responsible for determining if, when, and how a ramp metering program would be implemented in San Mateo County. This decision included authorizing C/CAG as the organization to enter into the agreement with Caltrans to establish the parameters for the program for the entire corridor. In 2003, as part of the Countywide Congestion Relief Plan, the C/CAG Board approved a study of the impacts of a Ramp Metering Program along the Peninsula Corridor. As a result of the study the Board concluded on February 10, 2005 that ramp metering has the potential to have overall positive benefits on travel times throughout the study area (the entire Route 101 corridor and the Route 280 corridor north of Route 380).

In November 2006, C/CAG approved a Memorandum of Understanding (MOU) with California Department of Transportation (Caltrans) for the implementation of the Ramp Metering Program on US 101 from Santa Clara County Line to San Francisco County Line and on I-280 from I-380 to San Francisco County. A Ramp Metering Technical Committee (RMTC) with representatives from all involved agencies staff was also formed to make technical decisions. In February 2007, metering lights were successfully turned on along US 101 between University Ave and Hillsdale Blvd, resulting in travel time saving.

### Future Phases

Southbound I-280 does not have metering equipment in place. C/CAG will continue to work with Caltrans to develop the necessary documentation to seek State funding to install the necessary metering equipment.

US 101 north of State Route (SR) 92 is targeted for ramp metering implementation in year 2011. The objective is to match the construction schedule for the US 101 widening project between 3<sup>rd</sup> Ave in San Mateo and Millbrae Ave in Millbrae.

### ATTACHMENT

None.





# C/CAG AGENDA REPORT

**Date:** September 11, 2008  
**To:** C/CAG Board and Legislative Committee  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Review and approval of C/CAG Legislative priorities, positions and Legislative update.

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

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## **Background:**

The detailed C/CAG Legislative Priorities for 2008 - September Update is attached. Please note that the individual votes of the Legislative Delegation has not been updated. Highlights of major items of interest include the following.

State Budget - No progress has been made. It is unclear how long it will be before there is a budget. The Governor is taking his message to the people including the Republican districts.

SB 348 - C/CAG motor vehicle fee bill. It is being held in Enrollment since the Governor will not sign any Bills until there is a budget. Signs are still positive that the Governor will sign SB 348. The main concern is how long it will take to approve a Budget.

SB 375 - The Bill was passed and sent to enrollment with a flurry of amendments. Of the two C/CAG issues one was addressed. The exemption of current sales tax measures was included as C/CAG requested. Language that was supported by the Metropolitan Transportation Commission and the Congestion Management Agencies for the Sustainable Communities Plan to be initiated by the Counties was not included. However, MTC feels that current law addresses it such that the county plans will be the basis of the Sustainable Communities Plan. I attended the Assembly Local Government Committee meeting as requested. However, the SB 375 was not addressed at that meeting.

## **Attachment:**

C/CAG Legislative Priorities for 2008 - September Update

**ITEM 5.1**





**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	CALCOG	Votes					Status of Bill
									Ma	Mullin	Ruskin	Similia	Yee	
<b>Priority #1</b>														
<b>Protect against the diversion of local revenues including the protection of redevelopment funds and programs.</b>														
1.1		Support League and CSAC Initiative to protect local revenues including interpretation and implementation of												
		AB 1091	TOD Implementation							4	3	2	4	4 vetoed
1.2		The 20% redevelopment housing set aside is the primary source of housing funds for cities and counties and must be protected and preserved.												
1.3		ADDED Legislation supported by CCAG												
		AB 239	Recording fees: Contra Costa and San Mateo Counties	S						1	2	1		Gutted and Amended
		SB 348	C/CAG Motor Vehicle Fee	S						1	1	1	1	In Enrollment
1.4		ADDED Implementation of 2006 Bond Funds, Prop 1A, 1B, 1C												
	1B	AB 995	Allocation of proceeds			S				2	1	2	3	3 Sen Inactive
	1B	AB 1170	Eligibility and application of funds			S				3	2	3	4	4 Sen Appropriations
	1B	AB 1351	Priority to self help counties			S				2	1	2	2	2 Sen Appropriations
	1B	SB 9	Trade corridors			S						1	4	3 Suspense
	1B	SB 286	Local streets and roads	S		S	S					1	4	3 To Enrollment
	1B	SB 748	Implementation State and Local Partnerships		S	S						1	3	3 ASM Suspense
	1C	SB 46	Implementation			S					1		4	3 Senate Rules
		SB 303	Housing element law	O		O	pending	O					-2	-2 ASM Appropriations.
	1C	SB 546	Housing levels			S				1	1		1	2 ASM Inactive
	84	AB 1602	Greening programs			S								Sen Policy

**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	Votes					Status of Bill
								Ma	Mullin	Ruskin	Simitia	Yee	

**Priority #2**  
**Protect against increased local costs resulting from State action without 100% State reimbursement for the added costs.**

Ensure that there is real local representation on State Boards and Commissions that are establishing policies and

2.1 requirements for local programs.

		ACA 8	Eminent Domain	S		S	S	2	1	1		ASM Consideration
		AB 887	Eminent Domain	S				1	1	1		To Enrollment
		ACA 2	Eminent Domain									ASM Appropriations

S = Support O = Oppose N = Neutral strikeout = dead or gutted bill

Advocate for the appointment of Administration Officials who are sensitive to the fiscal predicament faced by

2.2 local jurisdictions

2.3 Oppose State action to dictate wage and benefits for local employees.

2.4 Oppose State action to restrict the ability of local jurisdictions to contract for services.

2.5 Advocate for State actions that are required to take into consideration the fiscal impact to local jurisdictions.

		SB 375										To Enrollment
--	--	--------	--	--	--	--	--	--	--	--	--	---------------

**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	Votes					Status of Bill
								Ma	Mullin	Ruskin	Simitia	Yee	
<b>Priority #3</b>													
<b>Secure stable funding to pay for increased NPDES mandates.</b>													
3.1	Primary focus on maximizing funds from the adopted infrastructure bonds.												
	84	SB 732	Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal			S		1	1		3	3	To Enrollment
		AB 1338	Local coastal programs: nonpoint source pollution	pending		S		3	2		1		Sen Nat Resources

S = Support O = Oppose N = Neutral strikeout = dead or gutted bill

**3.2 Support efforts to exempt NPDES from the super majority voting requirements**

		SCA 12	Eliminate 2/3 majority vote for stormwater	S		W	S						Sen Com. on RLS
--	--	--------	--	---	--	---	---	--	--	--	--	--	-----------------

3.3 Include NPDES as a priority for funding in new sources of revenues (i.e. water bonds).

3.4 Advocate for C/CAG and San Mateo County jurisdictions to be identified as a pilot project to receive earmarked funding.

3.5 Support efforts to reduce NPDES requirements as a way to stimulate business development while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways.

3.6 Support efforts to reform the NPDES program while still working to improve the quality of the Ocean, Bay, streams, creeks, and other waterways.

3.7 Support efforts to place the burden/ accountability of reporting, managing and meeting the NPDES requirements on the responsible source not the City or County.

3.8 Oppose efforts to require quantitative limits and Total Maximum Daily Load (TMDL) measures since there are insufficient scientific methods to evaluate the benefits. For this reason C/CAG instead supports the implementation of Best Management Practices (BMP's) to the maximum extent practicable.

**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	Votes					Status of Bill
								Ma	Mullin	Ruskin	Simitia	Yee	

**Priority #4**  
**Support lowering the 2/3rd super majority vote for local special purpose taxes.**

Support bills that reduce the vote requirement for special taxes such as public safety, infrastructure, and

4.1 transportation.

		SCA 12	Eliminate 2/3 majority vote for stormwater	S									Sen Com. on RLS
--	--	--------	--	---	--	--	--	--	--	--	--	--	-----------------

Oppose bills that lower the threshold, but dictate beyond the special tax category, how locally generated funds

4.2 can be spent.

Support bills that reduce the vote requirement for special taxes but increase the vote requirement for general

4.3 taxes.

**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	Votes					Status of Bill
								Ma	Mullin	Ruskin	Simitian	Yee	

**Priority #5**  
**Encourage the State to protect transportation funding and develop an equitable cost-sharing arrangement to pay for any cost overruns on the construction of the Bay Bridge.**

- 5.1 Urge the State to restrict or eliminate transfer of State transportation funds to the State General Fund.
- 5.2 Urge the State to continue to pursue a solution to the Federal Ethanol tax problem.
- 5.3 Urge the State to pay back the previous loans within the next four years.
- 5.4 Direct the C/CAG legislative advocate to monitor and advocate these positions.
- 5.5 Oppose efforts to divert any of the Regional Measure 2 funds to pay for any Bay Bridge cost overruns.

**C/CAG LEGISLATIVE PRIORITIES FOR 2008 September Update**

No	Prop	Relevant Bills	Description	C/CAG	MTC	LOCC	CSAC	Votes					Status of Bill
								Ma	Mullin	Ruskin	Simitia	Yee	

**Priority #6**  
**Advocate for revenue solutions to address State budget issues that are also beneficial to Cities/ Counties**

- 6.1 Support measures to realign the property tax with property related services
- 6.2 Support measures to ensure that local governments receive appropriate revenues to service local businesses.
- 6.3 Support measures to collect sales tax on Internet transactions.
- 6.4 Support expansion of the sales tax to personal and professional services.

**Energy:**

	AB 1223	Public Utilities: Net energy metering						2	1	1			Sen Com. On RLS
	AJR 3	Low-income home energy assistance											ASM Utilities
	SB 1040	Public utilities						4	2	2	1	1	Chaptered

S = Support O = Oppose N = Neutral strikeout = dead or gutted bill







# C/CAG AGENDA REPORT

**Date:** September 11, 2008  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Presentation and discussion of the Community Based Transportation Plan for  
Daly City.  
(For further information contact Richard Napier at 650 599-1420)

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A verbal report will be provided at the Board meeting.

**ITEM 5.2**







# C/CAG AGENDA REPORT

**Date:** September 11, 2008  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Status report on the Smart Corridors Project  
(For further information contact John Hoang at 363-4105)

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## RECOMMENDATION

That the C/CAG Board receives a status report on the Smart Corridors Project.

## FISCAL IMPACT

Approximately \$30.3M for design and construction of Segments 1, 2, and 3. Funding for Segments 1 & 2 in the amount of \$20.054M are secured.

## SOURCE OF FUNDS

Total cost of the funded portion of the Smart Corridors project (Segments 1 & 2) is projected to cost \$20.054 million. Fund sources are derived from the following sources:

- \$10M TLSP - Traffic Light Synchronization Program (Prop. 1B: Infrastructure Bond)
- \$3M Transportation Authority Measure A (swap- to be paid back by STIP)
- \$367K Metropolitan Transportation Commission (Federal CMAQ funds)
- \$5.605M Regional Transportation Improvement Program (STIP)
- \$1.082M C/CAG: Congestion Relief Program; Vehicle License Fee Program

## BACKGROUND/DISCUSSION

### Project Description

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 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 along predetermined alternate routes to be used during major freeway traffic incidents.

The project is located along portions of the US 101 and SR 82 (El Camino Real) corridor from I-380 to the Santa Clara County line and includes local arterial streets. The project is divided into three segments, as follows:

**ITEM 5.3.1**

<b>Segment</b>	<b>Location</b>	<b>Limits</b>
1	US 101/I-380 (SFO Vicinity)	US 101 and SR 82 (El Camino Real) between I-380 and 3 <sup>rd</sup> Avenue
2	US 101/SR 92 Interchange	US 101 and SR 82 (El Camino Real) between 3 <sup>rd</sup> Avenue and Holly St.
3	US 101/SR 84 Interchange	US 101 from Holly St. and the Santa Clara County Line

### Project Status/Activities

The project study report (PSR) was completed in March 2008. Work on the Project Approval and Environmental Documentation (PA/ED) is currently in progress and is expected to be completed by November 1, 2008. Caltrans, acting as the California Environmental Quality Act (CEQA) lead agency, is overseeing the preparation of the required environmental documents associated with the project.

Concurrently, a Concept of Operations (Con Ops) document is being developed to identify an integrated view of the Smart Corridors system and its operational characteristics, define the stakeholders' roles and responsibilities in relationship to each other, and gain agreements on the system description and user requirements. The Con Ops report, which is a Federal Highway Administration (FHWA) requirement, will be completed prior to commencement of the project design phase, which is expected to begin in October 2008.

With the Board's approval of Resolution 08-34 (Aug. 2008) authorizing the C/CAG Chair to execute a Memorandum of Understanding (MOU) between the project Stakeholders for Segments 1 & 2, staff is currently circulating the MOU to the stakeholders for signatures. The stakeholders include Caltrans District 4, the County of San Mateo, City of Belmont, City of Burlingame, City of Foster City, City of Millbrae, City of Redwood City, City of San Bruno, City of San Carlos, City of San Mateo, San Mateo County Transportation Authority, and C/CAG.

On August 20, 2008, staff submitted a Baseline Agreement for the Prop 1B Traffic Light Synchronization Program (TLSP) to Caltrans for the purpose of project monitoring by the California Transportation Commission (CTC). This Baseline Agreement outlines the project scope, phasing (includes planned deployment and integration), anticipated schedule and milestones, and funding information. Since the TLSP funds are the most restrictive with regards to project schedule, staff has developed the overall project phasing to meet the Baseline Agreement schedule.

### Project Phasing

The project phasing is based on the overall corridor layout and planned deployment and integration of project components and consists of seven different parts. There are three parts in Phase 1 and four parts in Phase 2. The objective of Phase 1 is to test out the Smart Corridor concept, provide signal controller upgrades, establish a local Traffic Management Center, establish communications with the Regional Traffic Management Center (TMC), and upgrade the Regional TMC as necessary. The objective of Phase 2 is to implement the Smart Corridor in the remaining areas, upgrade the El Camino Real Signalization Project to accommodate the needs of the Smart Corridors, and to perform complete Systems Integration including operations at the Caltrans TMC.

This project phasing strategy was developed to enable the design and construction of the various parts of the project at various points within the established timeframe. The various project phases correlates with the overall schedule established as part of the Baseline Agreement.

### Project Schedule

Below are some key project milestones and schedule from this point forward. Based on current funding

commitments, the design and construction schedule applies to Segments 1 & 2 only (Segment 3 will be developed separately as funding becomes available.) The key date relevant to the TLSP Baseline Agreement is the “Begin Construction” date of December 1, 2009.

<b>Project Milestone</b>	<b>Date</b>
Complete PA&ED	11/01/08
Begin Design (PS&E)	10/01/08
End Design (Ready to List)	12/01/09
Begin Right-of-Way Certification	03/01/09
End Right-of-Way Certification	12/01/09
Begin Construction (Contract Award)	12/01/09*
End Construction (Contract Acceptance)	11/01/11**
Begin Project Closeout	12/01/11
End Project Closeout	04/01/12

\* *Date of Phase 1 (first project)*

\*\* *Date of Phase 2 (last project)*

### Next Steps

In conformance with the FHWA’s ITS project design process requirements, a Systems Engineering Management Plan (SEMP) will need to be developed. A SEMP document, which includes the Con Ops, is the top-level plan for managing the systems engineering effort, addresses the management of the systems engineering development and serve as repository for project technical plans.

Concurrently, staff is working with the City of San Mateo to proceed with the design of the first project in Phase 1, which is located in the City of San Mateo near the vicinity of the San Mateo Expo Center. It is anticipated that the design work for this project will begin in October 2008.

### Issues

#### - *Project Definition*

The Smart Corridors project concept was established at a high-level during the initial project identification and development stages. As the project development process continues, more detailed analysis has resulted in a refined scope of work with improved definitions. It is anticipated that as the project progress towards the SEMP and design phase, additional modifications to the scope of work may be necessary.

#### - *Schedule*

The project has an aggressive schedule, partly due to the established TLSP schedule requirements. As indicated above, in order to reasonably meet the project schedule, the project was divided into seven parts (or sub-projects). Staff will continue to monitor the individual phases to assure that the project meets the schedule objectives.

#### - *Resources*

Due to the combination of the magnitude of the project and expedited timeframe for project delivery, current resources are limited. Additional resources in the form of additional C/CAG staff and/or outside agency resource assistance may be needed.

### ATTACHMENT

None









# C/CAG AGENDA REPORT

**Date:** September 11, 2008

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

**From:** Richard Napier, Executive Director

**Subject:** REVIEW AND APPROVAL OF RESOLUTION 08-42 AUTHORIZING THE C/CAG CHAIR TO EXECUTE A FUNDING AGREEMENT WITH THE CITY OF SAN MATEO FOR DESIGN AND CONSTRUCTION OF THE SMART CORRIDOR DEMONSTRATION PROJECT BETWEEN STATE HIGHWAY 92 AND HILLSDALE BOULEVARD NEAR THE SAN MATEO EXPOSITION CENTER, COST NOT TO EXCEED \$1,600,000 IN ACCORDANCE WITH THE STAFF RECOMMENDATION

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve resolution 08-42 authorizing the C/CAG Chair to execute a funding agreement with the City of San Mateo for design and construction of the Smart Corridor demonstration project between State Highway 92 and Hillsdale Boulevard near the San Mateo Exposition Center, cost not to exceed \$1,600,000, in accordance with the staff recommendation.

## **FISCAL IMPACT**

Total cost of the Smart Corridor demonstration project between State Highway 92 and Hillsdale Boulevard is estimated at \$1,600,000. Of the \$1.6 million, approximately \$317,000 is for design and \$1.263 million is for construction. C/CAG has requested California Transportation Commission (CTC) allocation of the design funds. These funds are scheduled to be allocated at the October 22, 2008 CTC meeting. C/CAG will request allocation of the remaining \$1.263 million when the design phase of this demonstration project is complete.

## **SOURCE OF FUNDS**

Fund source of the Smart Corridor demonstration project comes from a combination of Traffic Light Synchronization Program (TLSP), State Transportation Improvement Program (STIP), and local funds.

**ITEM 5.3.2**

## **BACKGROUND/DISCUSSION**

The overall San Mateo County Smart Corridors project will implement inter-jurisdictional traffic management strategies by deploying integrated Intelligent Transportation Systems (ITS) elements along the 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. 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). C/CAG also programmed \$10M in the 2008 STIP (State Transportation Improvement Program) for a total project implementation (design and construction) cost of \$20M.

In order to meet the TLSP Program's "timely use of funds" delivery requirements and the "begin construction" deadline, this demonstration project has been identified as the initial portion for construction.

The City of San Mateo has already completed a City project, which has laid part of the foundation for the Smart Corridors Project. It is clear that this demonstration project can meet the "begin construction" delivery requirements.

The City of San Mateo is willing and able to administer the Smart Corridors demonstration project. The City is implementing this project at the request of C/CAG in order to expedite construction of the Smart Corridors project. The City of San Mateo will perform such work with reimbursement from C/CAG for all project cost not to exceed \$1,600,000.

## **STAFF RECOMMENDATION**

Staff recommends the following:

- A. The Board approves resolution 08-42 authorizing the C/CAG Chair to execute the funding agreement with the City of San Mateo for the Smart Corridor demonstration project for an amount not to exceed \$1,600,000.
- B. The Board authorizes staff to negotiate with the City of San Mateo to finalize the scope of work, cost, and conditions of the agreement within the broad parameters established by this report.
- C. The final agreement must be approved by the Executive Director and Legal Counsel prior to the execution by the C/CAG Chair.

## **ATTACHMENTS**

- Resolution 08-42
- Agreement with the County of San Mateo

## **RESOLUTION 08-42**

**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 FUNDING AGREEMENT WITH  
THE CITY OF SAN MATEO FOR DESIGN AND CONSTRUCTION OF THE SMART  
CORRIDOR DEMONSTRATION PROJECT BETWEEN STATE HIGHWAY 92 AND  
HILLSDALE BOULEVARD NEAR THE SAN MATEO EXPOSITION CENTER, COST  
NOT TO EXCEED \$1,600,000**

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

**WHEREAS**, Smart Corridor demonstration project equipment, as presented in Exhibit A, needs to be installed between State Highway 92 and Hillsdale Boulevard near the San Mateo Exposition Center as an initial segment and phase of a larger San Mateo County Smart Corridors Project; and

**WHEREAS**, C/CAG was awarded \$10M in funding from the Traffic Light Synchronization Program (TLSP), which is part of the Proposition 1B State Infrastructure Bond, and obtained an additional \$10M from the 2008 State Transportation Improvement Program (STIP) to implement a Smart Corridors Project; and

**WHEREAS**, part of the said TLSP and TIP funds are identified for this demonstration project, and the City of San Mateo has already completed a City project, which has laid part of the foundation for the Smart Corridors Project; and

**WHEREAS**, City of San Mateo (City) is willing and able to deliver the design and construction for the Smart Corridors demonstration project using funds and local match provided by C/CAG, and C/CAG has budgeted the funds needed for implementation of the project from TLSP and STIP funds; and

**WHEREAS**, C/CAG agrees to reimburse the City with TLSP and STIP funds for said project. The total reimbursement from C/CAG to City for project costs should not exceed \$1,600,000.

**NOW, THEREFORE, BE IT RESOLVED** that the Chair is hereby authorized to execute a funding agreement with the City of San Mateo for the Smart Corridor demonstration project, described in Exhibit A, and to reimburse the City of San Mateo project cost not to exceed \$1,600,000.

It is further resolved, that the staff be authorized to negotiate with the City of San Mateo to finalize the scope of work, cost, and conditions of the funding agreement, and further resolved that the final funding agreement be approved by the Executive Director and Legal Counsel prior to the execution by the C/CAG Chair.

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

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF SEPTEMBER 2008.**

---

Deborah C. Gordon, Chair

**FUNDING AGREEMENT BETWEEN  
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
AND THE CITY OF SAN MATEO FOR DESIGN AND CONSTRUCTION OF THE  
SMART CORRIDOR DEMONSTRATION PROJECT BETWEEN STATE HIGHWAY  
92 AND HILLSDALE BOULEVARD NEAR THE SAN MATEO EXPOSITION  
CENTER, COST NOT TO EXCEED \$1,600,000**

**THIS AGREEMENT** is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City/County Association of Governments (C/CAG) and the City of San Mateo (City).

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

**WHEREAS**, Smart Corridor demonstration project equipment, as described in Exhibit A, needs to be installed between State Highway 92 and Hillside Boulevard near the San Mateo Exposition Center as an initial phase and segment of a larger San Mateo County Smart Corridors Project; and

**WHEREAS**, the Smart Corridors project to install Intelligent Transportation System (ITS) equipment has received project funding, and the City of San Mateo has already completed a City project, which has laid part of the foundation for the Smart Corridors Project; and

**WHEREAS**, C/CAG was awarded \$10M in funding from the Traffic Light Synchronization Program (TLSP), which is part of the Proposition 1B State Infrastructure Bond, and obtained an additional \$10M from the 2008 State Transportation Improvement Program (STIP) to implement a Smart Corridors Project; and

**WHEREAS**, \$1,600,000 in TLSP and STIP funds can be made available to the City to finance said project; and

**WHEREAS**, it is clear that this demonstration project can meet the TLSP Program's "timely use of funds," "begin construction" delivery requirements; and

**WHEREAS**, C/CAG has requested the assistance of the City's Department of Public Works (DPW) for design, and construction, including contract administration, and construction inspection for this demonstration project.

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

1. SCOPE OF SERVICES

City agrees to design and construct the Smart Corridor demonstration project between State Highway 92 and Hillside Boulevard near the San Mateo Exposition Center as described in Exhibit A.

## 2. TIME OF PERFORMANCE

The services funded by this agreement shall commence on or after full execution of this agreement and shall be terminated by Project close out. Termination of this agreement prior to project close out shall be in written mutually agreement between the City Public Works Director and the C/CAG Executive Director.

## 3. FUNDING AND METHOD OF PAYMENT

- a. C/CAG agrees to submit the necessary request for allocation to the California Transportation Commission (CTC) in order to secure funding in the amount of \$1,600,000 that can be made available for the Project.
- b. City agrees to initially finance the work from its own funds and further agrees that it will submit the necessary documentation to C/CAG in order to receive reimbursement of costs with federal and/or state funds as may be made available from CTC and passed through C/CAG.
- c. C/CAG agrees to reimburse the City 100% of the actual project cost of the demonstration project, as described in Exhibit A, upon CTC allocation of the TLSP, STIP, and local match funds. The total reimbursement from C/CAG to City in project costs should not exceed \$1,600,000.
- d. C/CAG agrees to reimburse the City for any costs that the City may incur in carrying out work as described in Exhibit A. The City is expected to be reimbursed with other funds should said funds not be available to the C/CAG once costs by the City are incurred.
- e. City shall submit billings, accompanied by the activity reports and by invoices issued by contractor or progress payments issued by City as proof that services were rendered and paid for by the City. Upon receipt of the invoice and its accompanying documentation, C/CAG shall pay the amount claimed under this agreement within thirty (30) days of receipt of the invoice, delivered or mailed to the City as follows:

City of San Mateo  
Director of Public Works  
330 West 20<sup>th</sup> Avenue  
San Mateo, CA 94403

- f. Subject to duly executed amendments, should the lowest contractor's bid price exceeds the funding commitment under this agreement by 5% an amendment to this agreement will be required for C/CAG to provide the additional funding



required to complete the Project. C/CAG will notify the City in writing within 30 days to advise whether the proposal is acceptable. Otherwise, City will immediately terminate this agreement and will be reimbursed for the incurred costs up to termination.

4. AMENDMENTS

Any changes in the services to be performed under this Agreement shall be incorporated in written amendments, which shall specify the changes in work performed and any adjustments in compensation and schedule. All amendments shall be executed by C/CAG and the City. No claim for additional compensation or extension of time shall be recognized unless contained in a duly executed amendment.

5. NOTICES

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

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

To City:                    Attention: Larry Patterson, Director of Public Works  
City of San Mateo, Department of Public Works  
330 West 20<sup>th</sup> Avenue  
San Mateo, CA 94403

6. INDEPENDENT CONTRACTOR

City and its employees, agents and consultants shall be deemed independent contractors of C/CAG. Nothing herein shall be deemed to create any joint venture or partnership arrangement between the City and C/CAG.

7. MUTUAL HOLD HARMLESS

- a. It is agreed that C/CAG shall defend, save harmless and indemnify City, its officers and employees from any and all claims which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of C/CAG, its officers and/or employees.
- b. It is agreed that City shall defend, save harmless, and indemnify C/CAG, its officers and employees from any and all claims for injuries or damage to persons and/or

property which arise out of the terms and conditions of this Agreement and which result from the negligent acts or omissions of City, its officers and/or employees.

- c. In the event of concurrent negligence of City, its officers and/or employees, and C/CAG, its officers and/or employees, then the liability for any and all claims for injuries or damage to persons and/or property which arise out of terms and conditions of this Agreement shall be apportioned according to the California theory of comparative negligence.

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

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS

CITY OF SAN MATEO  
DEPARTMENT OF PUBLIC WORKS

\_\_\_\_\_  
Deborah C. Gordon, C/CAG Chair

\_\_\_\_\_  
Carole Groom, Mayor, City of San Mateo

Approved as to form:

\_\_\_\_\_  
Lee Thompson, C/CAG Attorney

\_\_\_\_\_  
Shawn Mason, City Attorney

## Alternative Route Plan - Demonstration Project Scope of Work

The City/County Association of Governments (C/CAG) and San Mateo County Transportation Authority have initiated an effort to develop an Alternate Routes Plan for the San Mateo County freeway system. The Alternative Route project focuses on predefining emergency alternative routes for use along freeways in instances of major traffic incidents on the freeway system in which traffic is diverting off the freeway and onto surface streets. The goal of this routing is to divert freeway traffic around a major freeway incident, using the adjacent local street network, while causing the least impact to the residents and businesses of that local jurisdiction.

From the Alternative Route Plan, an Intelligent Traffic Systems (ITS) Infrastructure Improvement Plan was developed. This plan provides specific ITS infrastructure elements for the identification of traffic conditions, and the direction and management of traffic flows on local streets during a mainline event which triggers the use of an Alternative Route Plan detour. The elements include the following:

**Fixed and Pan-Tilt-Zoom (PTZ) Closed Circuit Television (CCTV) Cameras** – These devices provide a visual tool for monitoring traffic flow and conditions along the alternative route.

**Trailblazer Signs (TBS)** – These devices provide route guidance for drivers along the alternative route. They also direct local street traffic away from entering the impacted freeway section.

**Ramp Metering** – These devices adjust the on-ramp flow rate around the incident to manage vehicle flow onto the freeway.

**Arterial System Detection Stations** – These devices may be part of an enhanced system to collect traffic speed and flow data along the alternative route.

**Communication Network** – Communications between field elements and central coordination facilities provide the backbone for transmitting and disseminating data and video.

This demonstration project, C/CAG Alternative Routes for Traffic Incident (ARTI) Guide – 101-S-414B-1 (attached), is the first project in the County based on the ARTI Guide and will set the stage for future projects along the freeway corridor.

There are 14 signalized intersections on the Alternative Route Demonstration system. Of these, nine belong to the City of San Mateo, they are: Saratoga Drive/Hillsdale Boulevard, Saratoga Drive/Park Place, Saratoga Drive/Yates, Saratoga Drive/Expo Center, Saratoga Drive/Delaware Street, Delaware Street/Bermuda Drive, Delaware Street/Concar Drive, Saratoga Drive/Franklin Parkway, and Norfolk Street/Hillsdale Boulevard.

The remaining five intersections are Delaware Street/19<sup>th</sup> Avenue, Concar Drive/State Route 93 westbound on-ramps, Hillsdale Boulevard/US 101 SB off-ramp, Franklin

Parkway/US 101 SB off-ramp, and Hillsdale Boulevard/US 101 NB off-ramp. All of these signals are owned and operated by Caltrans.

All of the City signals related to the demonstration project system are 2070 traffic controllers running the I2TMS software by Siemens. The signal interconnect infrastructure along Saratoga Drive, between Saratoga Drive/Delaware Street and Saratoga Drive/Hillsdale Boulevard is a signal interconnect cable (SIC) containing 25 pair twisted copper cable. Along Delaware Street between Concar Drive/Delaware and Delaware Street/Bermuda Drive there exists a six pair SIC. Finally along Delaware Street from Delaware Street/Bermuda Drive to Delaware Street/Saratoga Drive there is a 12 pair SIC. There is an existing hardwire connection which runs back to City Hall in San Mateo from the existing Police Station on Delaware Street.

All but one of the State controllers are known to be Type 170. The status of the controller at State Route 92 off-ramp/Concar Drive is currently unknown by the City.

The controller at Delaware Street/19<sup>th</sup> Avenue is connected to the City's system, but the connection type is unknown by the City, however, along Hillsdale Boulevard from Norfolk Street to the U.S. 101 NB off-ramps there is a hardwire connection which provides the ability have a "yellow yield" between them.

The project will consist of the preparation of preliminary plans, technical specifications and a detailed engineering cost estimate (see Attachment "A") for construction of the infrastructure identified in plan 101-S-414B-1 including the installation of cameras, both fixed and PTZ, trailblazer signs, and the communication network to bring the information back to San Mateo City Hall. The project will be presented to both Public Works Commission and City Council in public hearing format to obtain their comments on the design and implementation of the program and the use of and placement of trailblazer signs within the community.

**SAN MATEO ITS DEMONSTRATION PROJECT**

Preliminary Cost Estimate

9/3/2008

Item <sup>1,2</sup>	Unit	Qty	Price	Item Cost
<b>CONSTRUCTION</b>				
City Controller Firmware Upgrade <sup>3</sup>	EA	0	\$3,000	\$0
Caltrans Controller Replacement <sup>3</sup>	EA	5	\$4,500	\$22,500
PTZ CCTV Cameras	EA	2	\$28,750	\$57,500
Fixed CCTV Cameras- Monitoring (per intersection)	EA	3	\$20,000	\$60,000
Upgrade existing video detection (per intersection)	EA	7	\$14,000	\$98,000
Trailblazers- Small <sup>4</sup>	EA	7	\$30,000	\$210,000
Trailblazers- Large <sup>4</sup>	EA	3	\$100,000	\$300,000
Conduit Installation <sup>5</sup>	LF	750	\$75	\$56,250
Fiber Optic Trunkline Installation	LF	8000	\$4	\$32,000
Fiber Optic Branch Installation	LF	2500	\$3.50	\$8,750
Ethernet Switch/ Communications (per intersection)	EA	14	\$2,500	\$35,000
Hub <sup>6</sup>	EA	1	\$25,000	\$25,000
<b>Subtotal</b>				<b>\$905,000</b>
Mobilization			8%	\$72,400
Traffic Control System			6%	\$54,300
Central Camera and Sign Control system			LS	\$50,000
Contingency			20%	\$181,000
<b>CONSTRUCTION TOTAL</b>				<b>\$1,262,700</b>
<b>DESIGN TASKS</b>				
A. Design and Support Services			20%	\$181,000
B. Construction Phase Support and Management			15%	\$135,750
<b>DESIGN TOTAL</b>				<b>\$316,750</b>

**Notes:**

<sup>1</sup> No TSP/EVP or at-grade warning systems in project limits. No roadway work included in project.

<sup>2</sup> See "Devices" spreadsheet for item locations.

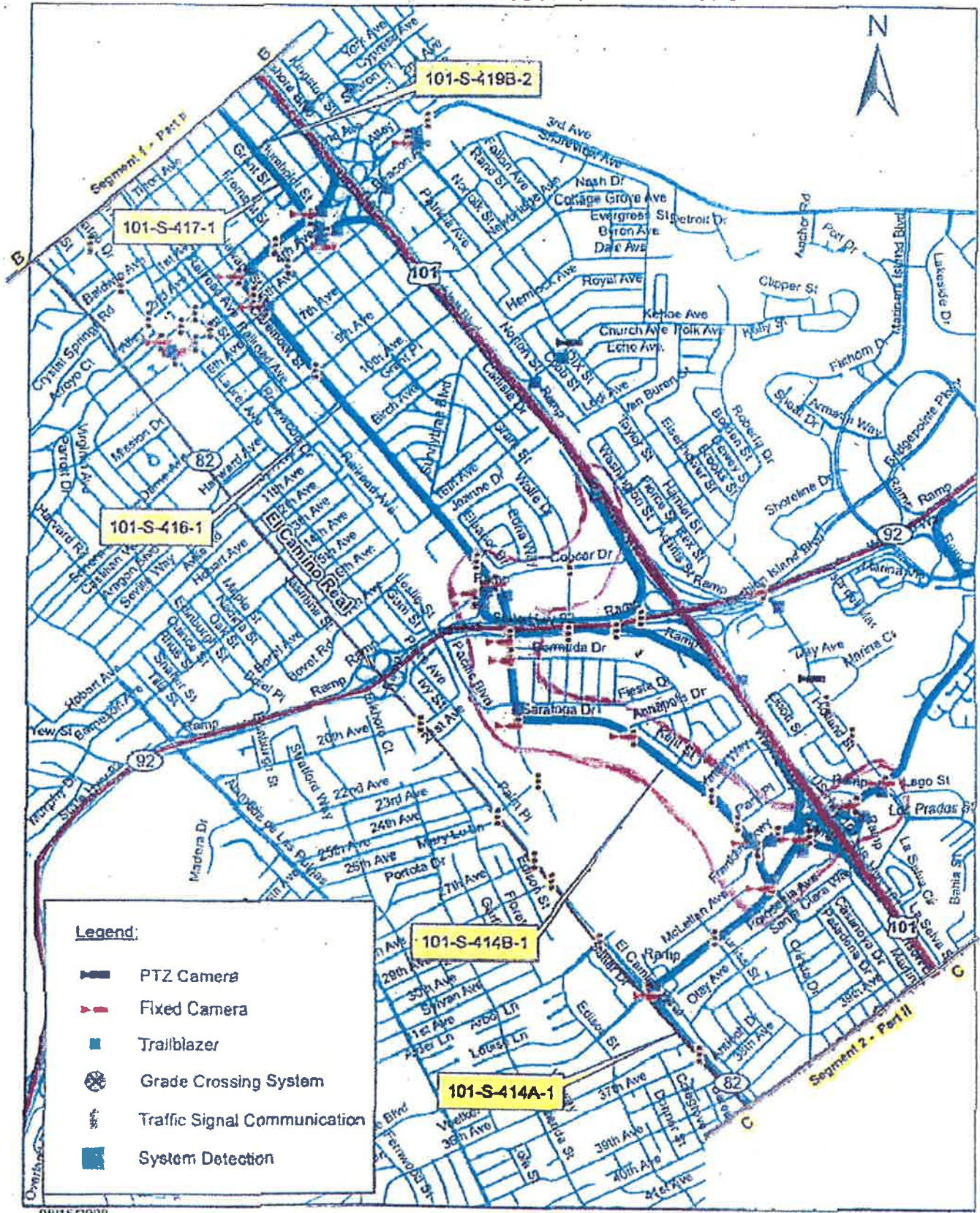
<sup>3</sup> City 2070 controllers (9 intersections) to remain as is with existing signal control system. Caltrans controllers (5 intersections) to be upgraded to 2070. Caltrans to install C-8 firmware on new controllers.

<sup>4</sup> Trailblazer signs in current plan are oriented/ located for southbound route.

<sup>5</sup> Includes costs for replacing conduits around existing pull boxes to accommodate fiber

<sup>6</sup> Hub costs include new cabinet, communications equipment and upgrading leased-line connection between existing hub and City Hall.

## Segment 2 - Proposed ITS - Part I Southbound Alternate Routes



08/15/2008

**San Mateo Smart Corridor Demonstration Project Limits**

**San Mateo County Smart Corridors Project**  
**San Mateo Pilot Project in City of San Mateo (Near San Mateo Expo Center)**  
**Project Schedule**  
 9/3/2008

Milestone	Date
Request for Proposals released by City of San Mateo	9/5/2008
Consultant Selection	10/1/2008
Consultant NTP/ Design Started	10/15/2008
<b>Design Phase (field elements and connection to local hub and City Hall only)</b>	
Base Mapping/ Data collection	October 2008 - November 2008
30% PS&E submitted	1/16/2009
Comments received	2/13/2009
65% PS&E submitted	4/3/2009
Comments received	5/1/2009
FINAL PS&E Submitted	5/29/2009
Project Bid/ Advertisement	June 2009 - August 2009
Contractor Selection and Approval	September 2009 - October 2009
Start Construction	November 2009
Start Integration and Testing (between field elements and City Hall only)	March 2010
Complete Construction	June 2010









## C/CAG AGENDA REPORT

**Date:** September 11, 2008  
**TO:** C/CAG Board of Directors  
**From:** Richard Napier, Executive Director - C/CAG  
**Subject:** Review and approval of Resolution 08-44 authorizing the extension of the C/CAG Motor Vehicle Fee in accordance with CALIFORNIA GOVERNMENT CODE 65089.11-15 (AB 1546)

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

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### **Recommendation:**

Review and approval of Resolution 08-44 authorizing the extension of the C/CAG Motor Vehicle Fee in accordance with CALIFORNIA GOVERNMENT CODE 65089.11-15 (SB 348) and the staff recommendations.

### **Fiscal Impact:**

\$2.8M a year for four years.

### **Revenue Source:**

Motor vehicle fees.

### **Background:**

SB 348 will extend the C/CAG Motor Vehicle Fee for four years. It has passed the Legislature and is being held in enrollment. Currently the Governor has indicated that he will not sign any bills until a budget is adopted. Therefore, SB 348 will not be sent until a budget is adopted. It is still positive that the Governor will sign SB 348. It has addressed all the issues raised in his veto of SB 613.

C/CAG staff was contacted by the California Department of Motor Vehicles to get a C/CAG Resolution for the program as soon as possible, since there will only be two months to implement after the bill is signed. Therefore, staff is recommending that the Board adopt a resolution stating its intent to carry on the program.

### **Attachments:**

Resolution 08-44

**ITEM 5.4**

**Alternatives:**

- 1- Review and approval of Resolution 08-44 authorizing the extension of the C/CAG Motor Vehicle Fee in accordance with CALIFORNIA GOVERNMENT CODE 65089.11-15 (SB 348) and the staff recommendations.
- 2- Review and approval of Resolution 08-44 authorizing the extension of the C/CAG Motor Vehicle Fee in accordance with CALIFORNIA GOVERNMENT CODE 65089.11-15 (SB 348) and the staff recommendations with modifications.
- 3- No action.

## **RESOLUTION 08-44**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO  
COUNTY (C/CAG) AUTHORIZING THE EXTENSION OF THE C/CAG MOTOR  
VEHICLE FEE IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE  
65089.11-15 (SB348)**

**WHEREAS**, the Board of Directors of the City/County Association of Governments adopted a C/CAG Motor Vehicle Fee Program in accordance with California Government Code 65089.11-15 (AB 1546); and,

**WHEREAS**, the authorization of this fee expires on 12/31/08; and,

**WHEREAS**, SB 348 will extend the authorization of the fee for four years thru 12/31/12;  
and,

**WHEREAS**, the Board intends to continue the program through 12/31/12;

**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 Board is committed to the following upon chaptering of SB 348:

- 1- Continue the program at the maximum fee level of \$4.
- 2- Develop a program scope and budget supporting the \$4 fee level.
- 3- Hold public hearings as part of the development of the new program scope and budget.
- 4- Transmit the revised program to the State of California including the Governors office, the Legislature and the Department of Motor Vehicles.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF SEPTEMBER 2008.**

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Deborah C. Gordon, Chair