

# 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. 195

- DATE:** Thursday, October 11, 2007
- 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 ANNOUNCEMENTS/ PRESENTATIONS
- 3.1 Tina King, Outreach Director from Sustainable San Mateo County will present highlights from the 2007 Indicators For a Sustainable San Mateo County Report and discuss SSMC's new Pathway to Sustainable Cities Program.
- 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. 193 dated August 9, 2007.

ACTION p. 1

- 4.2 Review and approval of the Minutes of Special Business Meeting No. 194 dated September 28, 2007. ACTION p. 7
- 4.3 Review and approval of Resolution 07-27 authorizing the C/CAG chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2007/2008 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,078,099. ACTION p. 9
- 4.4 Review and approval of Resolution 07-28 authorizing the C/CAG Chair to execute the Funding Agreement between C/CAG and the San Mateo County Transit District (SanTrans) in the amount of \$576,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services. ACTION p. 33
- 4.5 Review and approval of Resolution 07-29 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 \$412,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program, and further authorizing the C/CAG Chair to execute a subsequent amendment to this Funding Agreement in an amount of \$41,000 to an additive total of \$453,000. ACTION p. 45
- 4.6 Review and approval of Resolution 07-32 authorizing the C/CAG Chair to execute the Memorandum of Agreement for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County for a total amount of \$200,000 and an amount not to exceed \$40,000 from C/CAG. ACTION p. 57
- 4.7 Review and approval of the 2008 C/CAG Board Meeting calendar. ACTION p. 111
- 4.8 Review and approval of Resolution 07-30 expressing appreciation to Maureen Brooks for her dedicated service to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC). ACTION p. 113
- 4.9 Review and approval of Resolution 07-33 authorizing the C/CAG Chair to execute an amended Fiscal Year 2007/2008 Transportation Fund for Clean Air (TFCA) Expenditure Program to redirect the \$41,000 from the Menlo Park Shuttle Project to the Peninsula Traffic Congestion Relief Alliance for the County-wide Voluntary Trip Reduction Program. ACTION p. 117

*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 positions and Legislative update. INFORMATION  
(A position may be taken on any legislation, including legislation not previously identified.)

- 5.1.1 Review and approval of Legislative Scorecard. ACTION p. 121
- 5.2 Review and approval of the reappointment of Mike Harding and Mark Meadows to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms and review and appointment to fill the vacant seat for a public member for a two-year term to the BPAC. ACTION p. 133
- 5.3 Review and Approval of a Request for Proposals/Qualifications for a State Advocate. ACTION p. 149
- 5.4 Update on the Status of the Hydrogen Shuttle Program. INFORMATION p. 161
- 6.0 COMMITTEE REPORTS
- 6.1 Committee Reports (oral reports).
- 6.2 Chairperson's Report.
- 7.0 CCAG STAFF REPORTS
- 7.1. Executive Director's Report
- 7.2 CCAG Legal Counsel's Report
- Prohibition on Ex Parte Communications with State and Regional Water Resources Control Board. p. 163
- 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 Dave Carbone, ALUC Staff, to Honorable Barbara Pierce, Mayor, City of Redwood City, dated 8/22/07. Re: Airport Land Use Commission (C/CAG Board) Action on a Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: Proposed Zoning Amendment and Adoption of a Precise Plan for the Proposed Peninsula Park Mixed-Use Development on Bair Island Road Southeast of San Carlos Airport. p. 185
- 8.2 Letter from Richard Napier, Executive Director C/CAG, to Honorable Senator Darrell Steinberg, State Capital Building, and Assemblyman Mark Leno, Assembly Committee on Appropriations, dated 8/28/07. Re: SB 375 (Steinberg): Transportation Planning: Preferred Growth Scenarios Oppose. p. 189

- 8.3 Letter from Deborah C. Gordon, Chair, C/CAG to Honorable Arnold Schwarzenegger, Governor of California, dated 9/11/07. Re: Request to Sign Senate Bill SB 613 (Simitian) to Extend the San Mateo County Environmental/ Transportation Pilot Program. p. 193
- 8.4 Letter from Deborah C. Gordon, Chair, C/CAG to Honorable Arnold Schwarzenegger, Governor of California, dated 9/11/07. RE: Request to Sign Assembly Bill (AB) 468 (Ruskin) to Improve the Abandoned Vehicle Abatement Program. p. 195
- 8.5 Letters to Honorable Arnold Schwarzenegger, Governor of California, and Honorable Joseph Simitian, State Capital, dated 8/29/07 through 9/14/07. Re: Support of Senate Bill (SB) 613.  
 San Carlos Chamber of Commerce  
 San Bruno Chamber of Commerce  
 San Mateo County Building & Construction Trades Council  
 San Mateo County Central Labor Council  
 Silicon Valley Leadership Group  
 Samceda  
 Redwood City San Mateo County Chamber of Commerce  
 Burlingame Chamber of Commerce p. 197
- 8.6 Letters from Council of Fresno County Governments and the City of Madera to Honorable Arnold Schwarzenegger, Governor of California, dated 9/6/07 and 9/7/07. Re: Assembly Bill (AB) 468 – Letter of Support for Revisions to the Abandoned Vehicle Abatement Program. p. 199
- 9.0 MEMBER COMMUNICATIONS
- 10.0 ADJOURN

Next scheduled meeting: November 8, 2007 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.

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

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

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

#### FUTURE MEETINGS

- October 3, 2007 2020 Peninsula Gateway Corridor Study TAC – 2:00 p.m.  
 October 10, 2007 2020 Peninsula Gateway Corridor Study PAC – 4:00 p.m.  
 October 11, 2007 Legislative Committee – SamTrans 2<sup>nd</sup> Floor Auditorium – 5:00 p.m.  
 October 11, 2007 C/CAG Board – SamTrans 2<sup>nd</sup> Floor Auditorium – 7:00 p.m.  
 October 16, 2007 NPDES Technical Advisory Committee – TBD – 10:00 a.m.  
 October 18, 2007 CMP Technical Advisory Committee – SamTrans 2<sup>nd</sup> Floor Auditorium – 1:15 p.m.  
 October 18, 2007 Utilities & Sustainability Task Force – 155 Bovet Rd., San Mateo – 2:45 p.m.  
 October 25, 2007 Bikeways and Pedestrian Advisory Committee – San Mateo City Hall, Conference Room C – 7:30 p.m.  
 October 29, 2007 CMEQ Committee– San Mateo City Hall – Conference Room C – 3:00 p.m.  
 October 29, 2007 Administrators’ Advisory Committee – 555 County Center, 5<sup>th</sup> Floor, Redwood City – Noon

# C/CAG

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Meeting No. 193  
August 9, 2007

### 1.0 CALL TO ORDER/ROLL CALL

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

Sepi Richardson - Brisbane  
Rosalie O'Mahony - Burlingame  
Larry Formalejo - Colma  
Sal Torres - Daly City  
Linda Koelling - Foster City  
Naomi Patridge - Half Moon Bay  
Kelly Ferguson - Menlo Park  
Barbara Pierce - Redwood City  
Bob Grassilli - San Carlos  
Carole Groom - San Mateo  
Rose Jacobs-Gibson - County of San Mateo  
Karyl Matsumoto - South San Francisco, San Mateo County Transit District (7:05)  
Deborah Gordon - Woodside

#### Absent:

Atherton  
Belmont  
East Palo Alto  
Hillsborough  
Millbrae  
Pacifica  
Portola Valley  
San Bruno

#### Others:

Richard Napier, Executive Director - C/CAG  
Sandy Wong, Deputy Director - C/CAG  
Nancy Blair, Administrative Assistant - C/CAG  
Miruni Soosaipillai, C/CAG - Legal Counsel  
Tom Madalena, C/CAG Staff  
John Hoang, C/CAG Staff  
Diana Shu, C/CAG Staff  
Jerry Grace, Oakland  
Sue Lempert, MTC  
Ian McAvoy, SamTrans  
Ray Razavi, South San Francisco - City Engineer

**ITEM 4.1**

Patty Boyle, Menlo Park Housing Commission Chair  
Duane Bay, County Director of Housing  
Brian Lee, San Mateo County - Public Works  
Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member  
Members of the Peninsula Interfaith Action (PIA)

2.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

*Note: Public comment is limited to two minutes per speaker.*

Jerry Grace, Oakland

Jim Bigelow, Redwood City/San Mateo County Chamber, CMEQ Member, provided two handouts:

- Regional Rail Study
- High Speed Rail Authority

Regional Rail will be holding a meeting on the High Speed Rail at SamTrans on 8/27/07, at 3:30 p.m.

The route for the High Speed Rail, for California, has not been determined between the Valley and the Bay Area. A hearing will be held on 8/24/07 in San Jose. The importance of these meetings is the High Speed Rail has a separate alignment study in process, and the Regional Rail is trying to look at the Bay Region and how these future possibilities will come together. Each of the areas of the Bay Region need to provide input on the alignment.

3.0 ANNOUNCEMENTS/ PRESENTATIONS

- 3.1 Bill Dodd, Chairman of the Metropolitan Transportation Commission (MTC), is visiting every County in the Region to hear their concerns. Chairman Dodd discussed the mutual concerns between C/CAG and MTC, and answered questions. He also complimented San Mateo County and C/CAG for the leadership they have provided to the County and the Region.

Chair Deborah Gordon emphasized that MTC needs, as part of the next Regional Transportation Plan (Transportation 2035), to include as a policy the importance of providing County discretionary funds.

4.0 CONSENT AGENDA

Board Member Grassilli MOVED approval of Consent Items 4.1, 4.3, 4.4, 4.5, 4.6, 4.8, 4.9, 4.11, and 4.12. Board Member Koelling SECONDED. **MOTION CARRIED** 13-0.

- 4.1 Review and approval of the Minutes of Regular Business Meeting No. 191 and Special Business Meeting No. 192 dated June 14, 2007. APPROVED
- 4.3 Review and accept the status update on the C/CAG 3rd Cycle Transit Oriented Development (TOD) Incentive Program. APPROVED
- 4.4 Review and Approval of Resolution 07-21, Authorizing the C/CAG Chair to Execute an Amendment to the Eisenberg, Olivieri, and Associates, Inc. (EOA) Contract in the Amount of \$62,000 for Managing the Countywide Water Pollution Prevention Program's "Sustainable, Green Streets and Parking Lots Project" as a Programmatic AB1546 Project. APPROVED
- 4.5 Review and approval of Resolution 07-23 authorizing the C/CAG Chair to execute an agreement with SamTrans for \$100,000 to expand bus service in Pacifica. APPROVED

- 4.6 Review and approval of a Recommendation from the C/CAG Airport Land Use Committee (ALUC), Re: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: A Proposed Zoning Amendment and Adoption of a Precise Plan for the Proposed Peninsula Park Mixed - Use Development on Bair Island Road Southeast of San Carlos Airport. APPROVED
- 4.8 Review and approval of AB1546 Countywide Congestion Management Program for Intelligent Transportation System (ITS) Projects. APPROVED
- 4.9 Review and approval of Resolution 07-25 authorizing the C/CAG Chair to execute an amendment to the agreement for an amount not to exceed \$12,000 with Economic and Planning Systems for the completion of the Housing Needs Study. APPROVED
- 4.11 Review and Accept C/CAG Legislative Update. APPROVED
- 4.12 Review and approval of Resolution 07-26 authorizing the C/CAG Chair to execute an amended Fiscal Year 2007-08 Transportation Fund for Clean Air (TFCA) Expenditure Program (\$41,000) for the City of Menlo Park for local shuttle service. APPROVED

Items 4.2, 4.7, 4.10, and 4.13 were removed from the Consent Calendar.

- 4.2 Review and approval of Resolution 07-22 for application to designate the El Camino Real corridor in San Mateo County as a Priority Development Area (PDA). APPROVED

On 6/14/07, the C/CAG Board authorized staff to submit an application to designate the El Camino Real corridor in San Mateo County as a Priority Development Area (PDA) under the FOCUS program. The purpose of the FOCUS program is to provide incentives for local jurisdictions to accommodate growth in compact, infill development patterns that are of mixed-use and near transit and job centers with an emphasis on housing development.

Board Member Jacobs-Gibson encouraged the agencies to submit the resolutions demonstrating that San Mateo County is unified in this effort.

Board Member Jacobs-Gibson MOVED approval. Board Member O'Mahony SECONDED.  
**MOTION CARRIED 13-0.**

- 4.7 Review and approval of Resolution No. 07-24, Authorizing the C/CAG Chair to Negotiate and Execute an Agreement with Jacobs Consultancy to Provide Professional Consulting Services to Prepare an Update of the Comprehensive Airport Land Use Compatibility Plan (CLUP) for the Environs of San Francisco International Airport. APPROVED

C/CAG is the first unit of local government, in the country, to receive a grant under this program from the FAA for \$300,000. The final product (planning document) will consist of a comprehensive update of the existing *San Mateo County Comprehensive Airport Land Use Plan (CLUP) December 1996*, as amended, for the environs of San Francisco International Airport.

Board Member O'Mahony acknowledged the hard work of Dave Carbone, ALUC Staff, and Richard Napier, Executive Director C/CAG.

Board Member O'Mahony MOVED approval. Board Member Jacobs-Gibson SECONDED.  
**MOTION CARRIED 13-0.**

- 4.10 Status report on the Implementation of the Hydrogen Shuttle. INFORMATION

Staff provided a report on the status of the implementation of the Hydrogen Shuttle and answered questions.

- 4.13 Review and Approval of Appointments to the Congestion Management Program Technical Advisory Committee (CMP TAC). APPROVED

The C/CAG Board accepted the appointments of Ron Popp (City of Millbrae), Syed Murtuza (City of Burlingame), and Bob Beyer (City of San Mateo) to fill the vacant seats on the CMP TAC.

Board Member O'Mahony MOVED approval. Board Member Ferguson SECONDED. **MOTION CARRIED** 13-0.

5.0 REGULAR AGENDA

- 5.1 Receive presentation and comments on the San Mateo County Transportation Authority (SMCTA) Strategic Plan Process. INFORMATION

Ian McAvoy, SMCTA's Chief Development Officer, provided an overview of the Strategic Plan and responded to questions. The Strategic Plan will identify funding prioritization criteria consistent with the goals and objects of the Countywide Transportation Plan and the Transportation Expenditure Plan. The Strategic Plan will be updated every five years during the term of Measure A which was approved by the voters on 11/2/04.

- 5.2 Review and approval of the 2007 congestion monitoring report and the Draft 2007 Congestion Management Program (CMP) and authorize distribution for comments. APPROVED

C/CAG is required to prepare and adopt a CMP every two years, and to provide a report on San Mateo County's roadway system. As part of the 2007 CMP update, C/CAG has retained a consultant to monitor the roadway segments and intersections on the CMP. By monitoring, C/CAG will determine what location(s) has(have) exceed the Level of Service (LOS) standard that was established by C/CAG in 1991. Staff presented the Draft 2007 Congestion Management Program (CMP) and requested authorization to distribute for public comments.

Board Member Ferguson MOVED to approve distribution of the report for public comment. Board Member Jacobs-Gibson SECONDED. **MOTION CARRIED** 13-0.

- 5.3 Review and accept the Final Report on the San Mateo County Housing Needs Study. APPROVED

The Draft Housing Needs Study was distributed to the cities and the County, the Congestion Management and Environmental Quality Committee (CMEQ), and the C/CAG Board for review. Staff received comments from CMEQ and the Peninsula Interfaith Action (PIA) organization. The Final Report reflects these comments.

Board Member Jacobs-Gibson MOVED to accept the report, and direct staff to come back, at a future meeting, with a follow up on possible policies for discussion. Board Member Richardson SECONDED. **MOTION CARRIED** 13-0.

- 5.4 Review and approval of Performance Review Forms for Executive Director. APPROVED

The Subcommittee devised simple and effective evaluation forms for the evaluation of the Executive Director, and provided them to the Board. The Board was requested to fill them out and return them by mid-September.

Board Member Torres MOVED to approve the performance review forms. Board Member O'Mahony SECONDED. **MOTION CARRIED** 13-0.

6.0 COMMITTEE REPORTS

6.1 Committee Reports (oral reports).

6.2 Chairperson's Report.

Chair Gordon noted the letter written to Governor Schwarzenegger, trying to raise visibility of the Hydrogen Shuttle and bring attention to San Mateo County as a collaborative, future-thinking, innovative County.

7.0 EXECUTIVE DIRECTOR'S REPORT

Richard Napier reiterated Chairman Dodd's comments about ABAG and MTC recognizing the leadership provided by C/CAG and San Mateo County.

The end-of-the-year FY 06-07 Management Finance Report was distributed to the Board.

8.0 COMMUNICATIONS - Information Only

8.1 Letter from Richard Napier, Executive Director C/CAG, to Senator Leland Yee, dated 6/12/07. Re: Letter of Support for SCA 12 (Yee and Torlakson) – Stormwater and Urban Runoff Service Fees.

8.2 Letter from Richard Napier, Executive Director C/CAG, to Governor Arnold Schwarzenegger, State Capital Building, dated 6/22/07. Re: Letter of Support for SB 279 (Yee) – Sale of Vehicles on State Highways.

8.3 Letter from Deborah Gordon, C/CAG Chair, to Honorable Barbara Pierce, Mayor, City of Redwood City, dated 7/09/07. Re: Airport Land Use Commission (C/CAG Board) Action on a Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: Proposed *Redwood City North Main Street Precise Plan* for an Area Near San Carlos Airport.

8.4 Letter from Deborah C. Gordon, C/CAG Chair, to Honorable Arnold Schwarzenegger, Governor of California, dated 7/16/07. Re: Invitation to Event/ Press Briefing on Implementing the Hydrogen Highway in San Mateo County.

9.0 MEMBER COMMUNICATIONS

Board Member Ferguson, Menlo Park, asked for C/CAG's help to persuade VTA from cutting Busline #22. Bus #22 is a vital cross-county boundary link that originates in Menlo Park and goes into the heart of San Jose.

The Executive Director will discuss this VTA staff and will point out the importance of cross-county connections.

10.0 ADJOURN

Meeting adjourned at 8:52 p.m.



# C/CAG

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Meeting No. 194  
September 28, 2007

### 1.0 CALL TO ORDER/ROLL CALL

Chair Gordon called the meeting to order at 6:12 p.m. Roll call was taken.

Phil Mathewson - Belmont  
Rosalie O'Mahony - Burlingame  
Larry Formalejo - Colma  
Pam Frisella - Foster City  
Bonnie McClung - Half Moon Bay  
Kelly Ferguson - Menlo Park  
Barbara Pierce - Redwood City  
Bob Grassilli - San Carlos  
Carole Groom - San Mateo  
Karyl Matsumoto - South San Francisco, San Mateo County Transit District (7:05)  
Deborah Gordon - Woodside

#### Absent:

Atherton  
Brisbane  
Daly City  
East Palo Alto  
Hillsborough  
Millbrae  
Pacifica  
Portola Valley  
San Bruno  
County of San Mateo

#### Others:

Richard Napier, Executive Director - C/CAG  
Nancy Blair, Administrative Assistant - C/CAG  
Miruni Soosaipillai, C/CAG - Legal Counsel  
Dave Carbone - C/CAG - ALUC Staff

**ITEM 4.2**

4.0 REGULAR AGENDA

- 4.1 Review and approval of a Referral from the City of San Carlos, Re: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Proposed General Plan Amendment and Related Rezoning for the Palo Alto Medical Foundation (PAMF) San Carlos Center Near San Carlos Airport. APPROVED

Board Member O'Mahony MOVED approval of Item 4.1. Board Member Ferguson SECONDED. **MOTION CARRIED** 10-0-1. Board Member Groom abstained.

5.0 COMMITTEE REPORTS

- 5.1 Committee Reports

None.

- 5.2 Chairperson's Report.

None.

6.0 EXECUTIVE DIRECTOR'S REPORT

None.

7.0 MEMBER COMMUNICATIONS

None.

8.0 ADJOURN

Meeting adjourned at 6:16 p.m.

# C/CAG AGENDA REPORT

**DATE:** October 11, 2007

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 07-27 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2007/2008 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,078,099.

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

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## RECOMMENDATION:

That the C/CAG Board review and approve Resolution 07-27 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the 2007/2008 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County for the receipt of an amount up to \$1,078,099.

## FISCAL IMPACT:

This agreement provides up to \$1,078,099 in TFCA funding for FY 2007/2008. Included in this amount is \$49,099 to cover the administrative costs of the program.

## BACKGROUND/ DISCUSSION:

C/CAG acts as the Program Manager for the Transportation Fund for Clean Air (TFCA) Program in San Mateo County. This program distributes Transportation Fund for Clean Air Funds to qualifying projects that reduce emissions in the air. At the April 12, 2007 C/CAG Board meeting the Board approved the projects to be funded as part of the TFCA Program. The projects that were approved include:

C/CAG	Administration	\$49,099
SamTrans	Shuttle Bus Program	\$576,000
Menlo Park	TSM Program	\$41,000
Congestion Relief Alliance	County-wide Voluntary Trip Reduction Program	\$412,000
<b>TOTAL</b>		<b>\$1,078,099</b>

The Menlo Park Shuttle Project submitted did not meet the cost effectiveness requirement of less than \$90,000 per ton for particulate matter removed. As a result, C/CAG submitted a revised expenditure program to the BAAQMD for the Menlo Park Willow Road and Marsh Road Shuttle Project. However it is unknown as to whether the revised expenditure program will be approved by the BAAQMD. As a result, staff now believes that a safer course of action will be to redirect the **ITEM 4.3**

\$41,000 that was originally for a Menlo Park Shuttle Project to the Alliance. The proposal for the redirection of these funds is being presented to the C/CAG Board for approval as Item 4.9 on the October 11, 2007 C/CAG Board Agenda. The revised expenditure program will be for the Alliance to receive \$41,000 towards the County-wide Voluntary Trip Reduction Program.

**ATTACHMENTS:**

- Resolution 07-27
- Funding agreement with the Bay Area Air Quality Management District

## **RESOLUTION 07-27**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE PROGRAM MANAGER FUNDING AGREEMENT WITH THE BAY AREA AIR QUALITY MANAGEMENT DISTRICT (BAAQMD) FOR THE 2007/2008 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) (40%) PROGRAM FOR SAN MATEO COUNTY FOR THE RECEIPT OF AN AMOUNT UP TO \$1,078,099.**

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

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its April 12, 2007 meeting approved certain projects and programs for funding through San Mateo County's 40 percent local share of Transportation Fund for Clean Air (TFCA) revenues; and,

**WHEREAS**, the City/County Association of Governments will act as the Program Manager for \$1,078,099 of TFCA funded projects; and,

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to enter into an agreement with the Bay Area Air Quality Management District for the 2007-08 Transportation Fund for Clean Air (TFCA) San Mateo County Program. The agreement shall be in a form approved by City/County Association of Governments' Legal Counsel.

**PASSED, APPROVED, AND ADOPTED THIS 11TH DAY OF OCTOBER 2007.**

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*Deborah C. Gordon, Chair*



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

07-SM

This Funding Agreement (Agreement) is entered into between the City/County Association of Governments, hereinafter referred to as "Program Manager," and the Bay Area Air Quality Management District, hereinafter referred to as "Air District." Attachment A, which specifies the projects covered by this Agreement, and Attachment B are hereby incorporated into this Agreement by this reference.

SECTION I

RECITALS:

- 1) The Air District is authorized under Health and Safety Code Sections 44223 and 44225 to levy a fee on motor vehicles. Funds generated by the fee are referred to as the Transportation Fund for Clean Air (TFCA) and are used to implement projects to reduce air pollution from motor vehicles.
- 2) Health and Safety Code Section 44241 limits expenditure of collected revenues to specified transportation control measures included in the plan adopted pursuant to Health and Safety Code Sections 40233 and 40717 and 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 Program Manager.
- 5) The Air District and Program Manager, pursuant to Health and Safety Code Section 44241, hereby enter into this Funding Agreement to implement specified projects to improve air quality in the San Francisco Bay Area Air Basin. This Agreement covers those projects specified in Attachment A.

SECTION II

PROGRAM MANAGER AGREES:

- 1) To apply all funds received under this Agreement to the projects listed 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 only for the reimbursement of costs to implement approved projects. Failure to comply with this paragraph shall constitute grounds for termination pursuant to Section IV.2 below.

- 3) To maintain, or cause to be maintained, adequate records to document and demonstrate to Air District staff and auditors the receipt, interest accrual, and expenditures of Air District funds.
- 4) To apply all interest accrued from funds received under this Agreement toward projects approved by the Air District Board of Directors. The distribution of any such interest shall be at the discretion of the Program Manager after consultation with the Air District.
- 5) To apply any funds and associated interest unencumbered at the time of completion or termination of an approved project or projects to other projects approved by the Air District Board of Directors. The distribution of any such funds and associated interest shall be at the discretion of the Program Manager after consultation with the Air District.
- 6) To return to the Air District any funds and associated interest, or both, unexpended within two years of the date of receipt of the funds unless a project schedule which extends beyond the two years has been approved by the Program Manager.
- 7) To limit administrative costs in the handling of these funds to no more than five percent (5%) of the funds received.
- 8) To allow the Air District to audit all expenditures relating to the projects funded through this Agreement. For the duration of the projects as described in Attachment A and for three (3) years following completion of the projects, Program Manager will make available to the Air District, or to an independent auditor selected by the Air District, all records relating to project performance and expenses incurred in implementing the projects.
- 9) To maintain employee time sheets documenting those hourly labor costs incurred by employees of the Program Manager, which are paid with funds received under this Agreement to fulfill the Program Manager's obligations under this Agreement, or to establish an alternative method to document Program Manager staff costs charged to this grant.
- 10) To require that any recipients of funds allocated through this Funding Agreement shall, for the duration of projects as described in Attachment A and for three (3) years following completion of the projects, in a timely fashion make available to the Air District, or to an independent auditor selected by the Air District, all records relating to project performance and expenses incurred in implementing the project or projects for which funding was received.
- 11) To require that any recipients of funds allocated through this Funding Agreement maintain employee time sheets documenting those hourly labor costs incurred in the implementation of the projects 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.
- 12) To distribute TFCA funds allocated to any recipient of funds only on a cost reimbursement basis and only for documented legitimate costs of the approved project.
- 13) To keep necessary records of the performance of the project or projects as specified in Attachment A in order to expedite evaluation of emissions reductions achieved from implementation of the project or projects.
- 14) To submit a report to the Air District within (4) 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. Annual reports shall be prepared and submitted in accordance with the Air District's format and shall be submitted until all projects listed in Attachment A are completed.

- 15) To use the Air District's approved logo for the TFCA for any projects implemented directly by Program Manager under this Agreement and to require such use for projects implemented by recipients of funds from Program Manager, 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) Program Manager will demonstrate to the Air District through photographs of vehicles and copies of press releases that Air District logos are used and displayed as required.
- 16) To acknowledge the Air District as a funding source in any related articles, news releases or other publicity materials for the projects funded under this Agreement which are implemented directly by the Program Manager, and to require recipients of funds for projects funded under this Agreement to do the same.
- 17) To assure that all funds received under this Agreement are expended only in accordance with all applicable provisions of law for projects which are implemented directly by the Program Manager, and to require recipients of funds for projects funded under this Agreement to expend the funds only in accordance with all applicable provisions of law.
- 18) To require that any recipient of TFCA funds for projects funded under this Agreement return to the Program Manager all funds that are not expended in accordance with applicable provisions of law.
- 19) To the extent not otherwise prohibited by law, and to the extent required by the California Public Records Act, to place in the public domain any software, written document, or other product developed with funds received through this Agreement, and to require recipients of funds for projects funded under this Agreement to do the same.
- 20) To require that any recipient of TFCA funds for the purchase of any vehicles must either obtain approval from the Program Manager for alternate use of the vehicles or return to the Program Manager any funds realized from the sale of any vehicles 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 vehicles. The amount of funds returned to the Program Manager shall be proportional to the percentage of TFCA funds originally used to purchase the vehicles. Any such funds returned to the Program Manager shall be reallocated to eligible projects approved by the Air District.
- 21) To obtain and maintain, and to require that each Project Sponsor set forth in Attachment A obtain and maintain, throughout the Term of this Agreement the insurance coverage specified in "Insurance Requirements," Attachment B, and to comply with all insurance requirements set forth therein, including the provision of documentation of said insurance coverage. Failure to obtain and maintain the insurance coverage and to comply with all insurance requirements shall be deemed a breach of this Agreement.

### SECTION III

#### AIR DISTRICT AGREES:

- 1) To forward the funds for the projects described in Attachment A in two payments. The first payment will be forwarded within thirty (30) working days of the Air District receiving from the California Department of Motor Vehicles all the revenues that comprise the payment. The

first payment will represent forty (40) percent of the revenues generated from motor vehicles registering in San Mateo County between January 1, 2007 and June 30, 2007, less Air District's management and audit costs. The second payment will represent forty (40) percent of the revenues generated from motor vehicles registering in San Mateo County between July 1, 2007 and December 31, 2007, less Air District's management and audit costs. The second payment will be forwarded within thirty (30) working days of the Air District receiving from the DMV all the revenues that comprise the payment. Payments will only be made after this Agreement has been signed by both the Program Manager and the Air District.

- 2) To provide timely notice prior to conducting an audit.
- 3) To provide the Program Manager, and any other requesting party, a copy of the fiscal and performance audits as specified in Section 44242 of the Health and Safety Code.
- 4) To provide the Program Manager with a standard format and content summary for the report described in Section II.14 above.
- 5) The Air District shall provide a copy of its logo to the Program Manager.

#### SECTION IV

##### IT IS MUTUALLY AGREED:

- 1) Term: This Agreement will remain in effect for three (3) years after the completion of all the projects listed 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 shall also terminate at the end of the fiscal year during which the City/County Association of Governments loses designation as Program Manager for San Mateo County.
- 3) Indemnity: Program Manager shall indemnify and hold harmless the Air District, its employees, agents, representatives, and successors-in-interest against any and all claims, suits or actions resulting from the performance by Program Manager of its duties under this Agreement and from operation or use of the equipment that is subject to this Agreement.
- 4) Notices: Any notice which may be required under this Agreement shall be in writing, shall be effective when received, and shall be given by personal service, by U.S. Postal Service mail, or by certified mail (return receipt requested), to the addresses set forth below, or to such addresses which may be specified in writing to the parties hereto.

James M. Vreeland, Jr., Chair  
City/County Association of Governments  
555 County Center, 5th Fl.  
Redwood City, CA 94063

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

- 5) Contacts: Liaison with the Air District with regard to the day-to-day activities of the projects and programs included on Attachment A shall be with Jeffrey Buss. Liaison with the

Program Manager with regard to the day to day activities of the projects and programs included on Attachment A shall be with Tom Madalena. Notification of change of status of contact persons shall be made in writing within thirty (30) days of the effective date of the change of status.

- 6) Additional Acts and Documents: Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents reasonably required to carry out the provisions, intent and purpose of this Agreement.
- 7) Integration: This Agreement including all attachments hereto, 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 either of the parties except as expressly set forth herein, or in other contemporaneous written agreements.
- 8) Amendment: This Agreement may not be modified except in writing, signed by both parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect. Any change in project scope shall constitute an amendment under this Agreement.
- 9) Independent Contractor: Program Manager, its officers, employees, agents, or representative shall not be considered employees or agents of the Air District.
- 10) Assignment: This Agreement may not be assigned by either party without the express written consent of the other party.
- 11) Waiver: No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Agreement, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
- 12) Severability: 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 effect to the intentions of the parties.
- 13) Force Majeure: Neither the Air District nor Program Manager 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 Air District or Program Manager.
- 14) 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, excluding any laws that direct the application of another jurisdiction's laws.
- 15) Effective Date: The effective date of this Agreement is the date the Air District Executive Officer/APCO executes the Agreement.

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

**FOR PROGRAM MANAGER:**

**FOR AIR DISTRICT:**

by: \_\_\_\_\_  
James M. Vreeland, Jr., Chair  
City/County Association of Governments

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

Approved as to legal form:

Approved as to legal form:

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

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

**SUMMARY INFORMATION**Program Manager Name: City/County Association of Governments of San Mateo CountyContact Person: Tom Madalena Phone No.: (650) 599-1460Address: 555 County Center, 5<sup>th</sup> Floor Redwood City, CA 94063Signature: \_\_\_\_\_ Date: 4/27/07

Richard Napier, Executive Director

**PART A: NEW TFCA FUNDS**

- |   |          |                     |
|---|----------|---------------------|
| 1. Estimated FY07/08 DMV revenues as reported by BAAQMD.                      | Line 1a: | \$ <u>991,138</u>   |
| Adjustment between FY06/07 estimate and actual revenue.                       | Line 1b: | \$ <u>1,323</u>     |
| Estimated FY06/07 DMV revenues:   | Line 1c: | \$ <u>1,067,098</u> |
| Actual FY06/07 DMV revenues:  | Line 1d: | \$ <u>1,068,421</u> |
| (Line 1d minus Line 1c equals Line 1b)  |          |                     |
| 2. Interest income. Show interest earned on TFCA funds in calendar year 2006. | Line 2:  | \$ <u>8,441</u>     |
| 3. Total new TFCA funds. Add Lines 1a, 1b, and 2.                             | Line 3:  | \$ <u>1,000,902</u> |

**PART B: UNALLOCATED TFCA FUNDS**

- |   |         |                  |
|---|---------|------------------|
| 4. Total unallocated funds from previously funded projects and funds that have not been allocated to projects that are available for programming to new projects. Enter zero (0) if there are no unallocated funds. Include TFCA funds available due to project cancellation or projects completed under-budget, and funds not previously allocated. <b>Complete and attach Summary Information Addendum.</b> | Line 4: | \$ <u>77,197</u> |
|---|---------|------------------|

**PART C: TOTAL AVAILABLE TFCA FUNDS**

- |                       |         |                     |
|-----------------------|---------|---------------------|
| 5. Add Lines 3 and 4. | Line 5: | \$ <u>1,078,099</u> |
|-----------------------|---------|---------------------|

**PART D: FY07/08 TFCA ALLOCATIONS**

- |  |         |                     |
|--|---------|---------------------|
| 6. Total TFCA funds budgeted for administration.<br>(Note: Line 6 cannot exceed 5% of the sum of Lines 1a and 1b.)   | Line 6: | \$ <u>49,099</u>    |
| 7. Total TFCA funds allocated to new projects. Show the total of all TFCA funds allocated to new projects as shown on the attached project information sheets. | Line 7: | \$ <u>988,000</u>   |
| 8. Total allocations. Add Line 6 plus Line 7.<br>(Note: Line 8 should not exceed the amount on Line 5.)  | Line 8: | \$ <u>1,037,099</u> |

**PART E: UNALLOCATED FUNDS**

- |   |         |                  |
|---|---------|------------------|
| 9. Total unallocated funds. Subtract Line 8 from Line 5. Enter zero (0) if all available funds are allocated to new projects. | Line 9: | \$ <u>41,000</u> |
|---|---------|------------------|

Governing Board Resolution:

Attach a copy of the resolution adopted by your Governing Board authorizing the distribution of the above funds. The resolution should state that the projects included in this expenditure program are the most appropriate and cost-effective strategies currently available within the county for reducing motor vehicle emissions. All proposed expenditures must be consistent with the *Clean Air Plan* and Section 44241(b) of the California Health and Safety Code.

## SUMMARY INFORMATION ADDENDUM

### Unallocated TFCA Funds Available for Reprogramming

Fiscal Year	BAAQMD Project #	Project Sponsor	Project Name	TFCA Funds Allocated	TFCA Funds Expended	TFCA Funds Available	Code <sup>1</sup>
05/06	05SM00	C/CAG	Administration	50,000	16,317	33,683	CP
FY06/07		Unallocated funds				\$ 43,514	UF

Total            \$ 77,197

1: Enter CP for completed project.  
 Enter CN for canceled project.  
 Enter UF for unallocated funds.

Date \_\_\_\_\_

**PROJECT MONITORING FORM 1**

Ridesharing; Shuttle/Feeder Bus; Transit Information; Rail-Bus Integration; Smart Growth Projects

TFCA Project # _____	Project Sponsor: _____
Project Title: _____	
Contact: _____	Phone: _____ E-mail: _____
TFCA \$ Expended: \$ _____	Total Project Cost: \$ _____
Project Start Date: _____	Completion Date: _____

- 1. Project Description:** Briefly describe the project's target population and the services provided.
- 2. Monitoring Methodology:** Describe source of data provided below, and explain any assumptions made to generate data. If a survey was performed, provide a copy of survey form and summary data.
- 3. Project Data:** Complete the section below that is most appropriate for your specific project type. Note: Round trips should be counted as two one-way trips for all project types.

**A. Carpool Formation Projects:** (also transit information projects)

Project Component	# Trips Reduced Per Day (One Way)	# Days Per Year	Avg. One Way Trip Distance

**B. Transit or Rideshare Incentive Projects:**

Project Component	Total # Recipients	Total \$ Value of Incentives Provided	# Trips Reduced Per Day (One Way)	# Days Per Year	Avg. One Way Trip Distance

**C. Shuttle / Vanpool Projects:** Please list fuel type and vehicle model for each vehicle used to provide the shuttle or vanpool service.

# Shuttle/ Vanpool Trips per Day	Avg. Shuttle/ VP Trip Distance (One-Way)	# Passengers per Day (One-Way)	Avg. Home to Work Trip Distance (One-Way)

- 4. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

Date \_\_\_\_\_

## PROJECT MONITORING FORM 2

### Clean Air Vehicle Projects

Use this form for clean air vehicle projects, including infrastructure. Attach additional sheets as needed.

TFCA Project # _____	Project Sponsor: _____
Project Title: _____	
Contact: _____	Phone: _____ E-mail: _____
TFCA \$ Expended: \$ _____	Total Project Cost: \$ _____
Project Start Date: _____	Completion Date: _____
Total # of Vehicles Acquired: _____	

#### 1. Clean Air Vehicles Acquired:

Provide documentation of purchase and the following information for each clean air vehicle acquired:

Manufacturer / Model	GVW	Fuel Type	Vehicle ID Number (VIN)	Month/Year Placed in Service

**Old Vehicles Scrapped:** For projects requiring vehicle retirement (prior to FY 99/00, or FY 02/03 and later), provide the following information regarding disposition of vehicles that were replaced.

Manufacturer	Model	Year	Engine Type/Fuel	Vehicle ID Number (VIN)	Method of Disposition

If vehicles were scrapped, provide documentation (e.g., DMV Notice to Dismantler form) that the VIN has been retired (engine block and frame/chassis destroyed).

**2. Alternative Fuel Infrastructure:** For refueling/recharging infrastructure projects, please describe the infrastructure installed, including the location and capacity. Also describe public access policy, public access hours, and any specific limitations on public use of the infrastructure.

**3. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

Date \_\_\_\_\_

**PROJECT MONITORING FORM 3  
Bicycle Projects**

TFCA Project # _____	Project Sponsor: _____
Project Title: _____	
Contact: _____	Phone: _____ E-mail: _____
TFCA \$ Expended: \$ _____	Total Project Cost: \$ _____
Project Start Date: _____	Completion Date: _____

Complete the section(s) that applies to the type of bicycle project implemented. Use additional sheets as needed.

1. **Bicycle Paths, Lanes and Routes:** Provide the following information for each segment of project. Class 1 = off-street bicycle path. Class 2 = on-street bike lane. Class 3 = on-street bike route (no bike lane).

Segment Name	Class 1, 2, or 3	Segment Length

2. **Bicycle Lockers and Racks:**

	# Units Installed	Total Bike Capacity	Cost per Unit	Manufacturer	Avg. # Users per Day (If available)
Lockers					
Racks					

Provide a list of location(s) where lockers/racks were installed.

3. **Bicycle Racks on Buses:**

# Racks Installed	# Bikes per Rack	Cost per Unit	Manufacturer

4. **Bicycle Projects:** Provide information on bicycle usage (e.g., number of hours of use or number of miles ridden per day or per year), if available.

Type of Bike	# Bikes Purchased	Cost per Bike

5. **Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

Date \_\_\_\_\_

**PROJECT MONITORING FORM 4**  
**Arterial Management Projects**

TFCFA Project # _____	Project Sponsor: _____
Project Title: _____	
Contact: _____	Phone: _____ E-mail: _____
TFCFA \$ Expended: \$ _____	Total Project Cost: \$ _____
Project Start Date: _____	Completion Date: _____

Complete the section that applies to the type of project implemented. Use additional sheets as needed.

- 1. Arterial Signal Timing Projects:** Use a separate reporting form for each road segment affected by the project. Provide information for both directions of traffic (e.g., N & S) using a separate line for each direction. Measure vehicle speed and traffic volume concurrently. The before project data shall be gathered within 3 months prior to construction and reported on Lines 1 and 2. The post-project data shall be gathered within 3 months after project completion and reported on Lines 3 and 4. **Note: The 2-year post project data (23 to 25 months after the construction of the project) is only required for projects that received four years of effectiveness at the time of project approval.** Provide a list of (or attach a map showing) locations of re-timed traffic signals.

Arterial/Segment: \_\_\_\_\_

Length (nearest 0.1 mi.) \_\_\_\_\_

	Data Collection	Time Period	Direction of Traffic	Days/Year Effective	Traffic Volume in Period	Average Vehicle Speed for Period
1.	Pre-Project					
2.	Pre-Project					
3.	Post-Project					
4.	Post-Project					
5.	2-yr Post-Project					
6.	2-yr Post-Project					

- 2. Transit Bus Traffic Signal Prioritization Projects:** Provide the following information, using a separate column for each bus route that benefited from the project. The sponsor is encouraged to provide any additional information that helps document the impact of the project on bus ridership.

Route number (Use a separate column for each route)	Rte _____	Rte _____	Rte _____
Distance of bus route (one-way)			
Days per year of service			
# Runs per day (one-way) with and \ without project	\	\	\
Average bus speed with and \ without project	\	\	\
Average passengers per run with and \ without project	\	\	\

Provide list (or attach map) showing locations of traffic signals where transit signal prioritization systems were installed. Indicate where other improvements were made to the arterial to improve transit speeds (e.g., bus bulbs, queue lanes).

- 3. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

Date \_\_\_\_\_

## PROJECT MONITORING FORM 5 Repowers and Retrofits

Use this form for repowers and retrofits to existing engines. This form should also be used for shuttle/retrofit projects. Attach additional sheets as needed.

TFCA Project # _____	Project Sponsor: _____
Project Title: _____	
Contact: _____	Phone: _____ E-mail: _____
TFCA \$ Expended: \$ _____	Total Project Cost: \$ _____
Project Start Date: _____	Completion Date: _____
Total # of Vehicles Acquired: _____	

### 1. Repowers:

Provide the following information about the old engine:

Engine Make/Model	Engine Year	NOx certification level (g/bhp-hr)	Fuel Type	GVW	Vehicle ID Number (VIN)

Provide the following information about the new repower engine:

Engine Make/Model	Engine Year	NOx +NMHC certification level (g/bhp-hr)	Fuel Type	Ave. Annual Mileage*	Month/Year Repowered

Provide documentation that the vehicle was repowered.

\* For vehicles operating predominantly in stop-and-go applications, annual fuel use (in gallons) may be provided instead of annual mileage. If fuel use provided, submit supporting receipts/documentation.

### 2. Retrofits:

Provide the following information about the existing vehicle and engine:

Engine Make/Model	Engine Year	Fuel Type	GVW	Ave. Annual Mileage*	Vehicle ID Number (VIN)

For each vehicle listed above, indicate the corresponding retrofit device. Provide the device name, and certified emissions reductions. Provide documentation that the vehicle was retrofitted.

**3. Other Requirements:** Check Parts J and L of the Project Information Sheet. Please respond to or attach information for any additional requirements here.

## PROJECT INFORMATION

A. Project Number: 07SM02 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: \$412,000 G. Total Project Cost: \$1,387,110

Other Funding:	Amount	Source
	<u>\$355,110</u>	<u>San Mateo County Transportation Authority</u>
	<u>\$550,000</u>	<u>San Mateo Congestion Relief Plan</u>
	<u>\$70,000</u>	<u>Congestion Mitigation and Air Quality Funds via Metropolitan Transportation Commission)</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. The Alliance's efforts are targeted primarily at commute trips. The specific activities to be funded by this project 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 two 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 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 one-time-only trial program.
  - 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 two days per week for at least eight 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) in 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-hour 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 2007 Final Report Due Date (mo/yr) October 2008, 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. Cost-effectiveness worksheets are not needed for light-duty clean air vehicles (passenger cars, pick-up trucks, and vans with a GVW of 10,000 lbs. or less); standard funding incentive amounts apply to these vehicles, per Policy #19.**
- L. **Comments (if any):**

## PROJECT INFORMATION

- A. Project Number: 07SM03 B. Project Sponsor: SamTrans
- C. Project Contact: Richard Cook D. Contact Phone #: (650) 508-7979  
E-mail: cookr@samTrans.com
- E. Project Title: SamTrans Shuttle Service
- F. TFCA \$ Allocated: \$ 576,000 G. Total Project Cost: \$ 1,829,698

Other Funding:	Amount	Source
	<u>\$258,591</u>	<u>SamTrans sales tax</u>
	<u>\$995,107</u>	<u>Employers</u>

## H. 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. These employment sites are not served conveniently by existing transit service. The SamTrans Shuttle Bus Program includes nine (9) previously approved shuttle routes that are currently operating as part of the SamTrans Shuttle Bus Program. All shuttle vehicles operated with TFCA funds meet the California Air Resources Board (CARB) particulate matter standards for public transit fleets.

- I. Project Schedule: Start Date (mo/yr) July 1, 2007 Final Report Due Date (mo/yr) Sept 1, 2008

- J. Final Report Content: SamTrans will complete and submit Project Monitoring Form 1 (Shuttle/Feeder Bus Program).

A survey of shuttle riders will also be performed, and the following data will be provided in the Final Report for all shuttles funded:

1. A description of the shuttle services, including routes, stops and schedule information.
2. Explanation of how the number of vehicle trips and trip length were determined.
3. The following data for each shuttle route:
  - a. Average daily ridership
  - b. Total boardings
  - c. Revenue miles of service
  - d. Mode of travel prior to the shuttle service
  - e. Frequency of use
  - f. One-way trip distance
  - g. Length (miles) of trip compared to prior mode
  - h. Length (time) of trip compared to prior mode
  - i. Attitudes toward the level/quality of service
  - j. Willingness to pay a fare to ride the shuttle service
  - k. Knowledge of and use of shuttles on "Spare the Air Days"
4. Copies of press articles, press releases, newsletter articles and any other publicity material regarding the project.

Other Funding:	Amount	Source
	<u>\$258,591</u>	<u>SamTrans sales tax</u>
	<u>\$995,107</u>	<u>Employers</u>

## H. 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. These employment sites are not served conveniently by existing transit service. The SamTrans Shuttle Bus Program includes nine (9) previously approved shuttle routes that are currently operating as part of the SamTrans Shuttle Bus Program. All shuttle vehicles operated with TFCA funds meet the California Air Resources Board (CARB) particulate matter standards for public transit fleets.

- I. Project Schedule: Start Date (mo/yr) July 1, 2007 Final Report Due Date (mo/yr) Sept 1, 2008

- J. Final Report Content: SamTrans will complete and submit Project Monitoring Form 1 (Shuttle/Feeder Bus Program).

A survey of shuttle riders will also be performed, and the following data will be provided in the Final Report for all shuttles funded:

1. A description of the shuttle services, including routes, stops and schedule information.
2. Explanation of how the number of vehicle trips and trip length were determined.
3. The following data for each shuttle route:
  - a. Average daily ridership
  - b. Total boardings
  - c. Revenue miles of service
  - d. Mode of travel prior to the shuttle service
  - e. Frequency of use
  - f. One-way trip distance
  - g. Length (miles) of trip compared to prior mode
  - h. Length (time) of trip compared to prior mode
  - i. Attitudes toward the level/quality of service
  - j. Willingness to pay a fare to ride the shuttle service
  - k. Knowledge of and use of shuttles on "Spare the Air Days"
4. Copies of press articles, press releases, newsletter articles and any other publicity material regarding the project.

- 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. Cost-effectiveness worksheets are not needed for light-duty clean air vehicles (passenger cars, pick-up trucks, and vans with a GVW of 10,000 lbs. or less); standard funding incentive amounts apply to these vehicles, per Policy #19.
- L. Comments (if any): This is an ongoing project that has been very effective in keeping automobiles off the road by making the final link from rail to the employer.

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## INSURANCE REQUIREMENTS

### Verification of Coverage

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

### Minimum Scope of Insurance

Throughout the Term as defined in Section IV of the Agreement of which this Attachment is a part, Program Manager shall obtain and maintain in full force and effect and shall require Project Sponsor to obtain and maintain in full force and effect the insurance as set forth below:

1. **Liability Insurance** with a limit of not less than \$1,000,000 per occurrence. Such insurance shall be of the type usual and customary to the business of the Program Manager and Project Sponsor, and to the operation of the vehicles, vessels, engines or equipment operated by the Project Sponsor.
2. **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 of which this Attachment is a part, and covering all risks of loss, damage or destruction of such vehicles, vessels, engines or equipment.

### Acceptability of Insurers

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

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# C/CAG AGENDA REPORT

**DATE:** October 11, 2007  
**TO:** City/County Association of Governments Board of Directors  
**FROM:** Richard Napier, Executive Director  
**SUBJECT:** Review and approval of Resolution 07-28 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 \$576,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

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

---

**RECOMMENDATION:**

That the Board review and approve Resolution 07-28 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 \$576,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

**FISCAL IMPACT:**

Under the TFCA program there is a total allocation of \$1,078,099 of which \$576,000 is designated for the SamTrans Shuttle Service Program in FY 2007/2008.

**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 12, 2007 C/CAG Board meeting the Board approved the projects to be funded with the 2007/2008 allocation. The SamTrans Shuttle Service 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.

**ATTACHMENTS:**

- Resolution 07-28
- Funding Agreement with the San Mateo County Transit District (SamTrans)

ITEM 4.4

---

Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

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

---

**RECOMMENDATION:**

That the Board review and approve Resolution 07-28 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 \$576,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide shuttle services.

**FISCAL IMPACT:**

Under the TFCA program there is a total allocation of \$1,078,099 of which \$576,000 is designated for the SamTrans Shuttle Service Program in FY 2007/2008.

**SOURCE OF FUNDS:**

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**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 12, 2007 C/CAG Board meeting the Board approved the projects to be funded with the 2007/2008 allocation. The SamTrans Shuttle Service 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.

**ATTACHMENTS:**

- Resolution 07-28
- Funding Agreement with the San Mateo County Transit District (SamTrans)

ITEM 4.4



**RESOLUTION 07-28**

**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 \$576,000 UNDER THE 2007/2008 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 12, 2007 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 \$576,000 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 OCTOBER 2007.**

---

*Deborah C. Gordon, Chair*

**WHEREAS**, the Board of Directors of the City/County Association of Governments at its April 12, 2007 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 \$576,000 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 OCTOBER 2007.**

---

*Deborah C. Gordon, Chair*



FISCAL YEAR 2007-2008 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 12, 2007, the Program Manager approved projects for TFCA funding including \$576,000 to fund the SamTrans Shuttle Bus Program (hereinafter referred to as "Project") for fiscal year 2007-08.
- 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 a 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 the funded project and (c) results of the monitoring of the performance of the project as specified in Attachment A. Annual report shall be prepared and submitted in accordance with the Air District's format and shall be submitted until the project listed in Attachment A is completed.

- 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 a 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 the funded project and (c) results of the monitoring of the performance of the project as specified in Attachment A. Annual report shall be prepared and submitted in accordance with the Air District's format and shall be submitted until the project listed in Attachment A is completed.

- 9) To use the Air District's approved logo 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 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, 2008.
- 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, 2008.
- 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 a standard format and content summary for the report described in 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 Slavitt  
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: \_\_\_\_\_

*Legal Counsel  
City/County Association of Governments*

ATTACHMENT A  
**PROJECT INFORMATION**

A. Project Number: 07SM03 B. Project Sponsor: SamTrans

C. Project Contact: Richard Cook D. Contact Phone #: (650) 508-7979

E-mail: cookr@samTrans.com

E. Project Title: SamTrans Shuttle Service

F. TFCA \$ Allocated: \$ 576,000 G. Total Project Cost: \$ 1,829,698

Other Funding:	Amount	Source
	<u>\$258,591</u>	<u>SamTrans sales tax</u>
	<u>\$995,107</u>	<u>Employers</u>

H. 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. These employment sites are not served conveniently by existing transit service. The SamTrans Shuttle Bus Program includes nine (9) previously approved shuttle routes that are currently operating as part of the SamTrans Shuttle Bus Program. All shuttle vehicles operated with TFCA funds meet the California Air Resources Board (CARB) particulate matter standards for public transit fleets.

I. Project Schedule: Start Date (mo/yr) July 1, 2007 Final Report Due Date (mo/yr) Sept 1, 2008

J. Final Report Content: SamTrans will complete and submit Project Monitoring Form 1 (Shuttle/Feeder Bus Program).

A survey of shuttle riders will also be performed, and the following data will be provided for all shuttles funded in the Final Report:

1. A description of the shuttle services, including routes, stops and schedule information.
2. Explanation of how the number of vehicle trips and trip length were determined.
3. The following data for each shuttle route:
  - a. Average daily ridership
  - b. Total boardings
  - c. Revenue miles of service
  - d. Mode of travel prior to the shuttle service
  - e. Frequency of use
  - f. One-way trip distance
  - g. Length (miles) of trip compared to prior mode
  - h. Length (time) of trip compared to prior mode
  - i. Attitudes toward the level/quality of service
  - j. Willingness to pay a fare to ride the shuttle service
  - k. Knowledge of and use of shuttles on "Spare the Air Days"
4. Copies of press articles, press releases, newsletter articles and any other publicity material

regarding the project.

- 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. Cost-effectiveness worksheets are not needed for light-duty clean air vehicles (passenger cars, pick-up trucks, and vans with a GVW of 10,000 lbs. or less); standard funding incentive amounts apply to these vehicles, per Policy #19.
  
- L. Comments (if any): This is an ongoing project that has been very effective in keeping automobiles off the road by making the final link from rail to the employer.

# C/CAG AGENDA REPORT

**DATE:** October 11, 2007

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

**FROM:** Richard Napier, Executive Director

**SUBJECT:** Review and approval of Resolution 07-29 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 \$412,000 under the 2007/2008 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program, and further authorizing the C/CAG Chair to execute a subsequent amendment to this Funding Agreement in an amount of \$41,000 to an additive total of \$453,000.

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

---

## **RECOMMENDATION:**

That the Board review and approve Resolution 07-29 authorizing the C/CAG Chair to execute a funding agreement with the Peninsula Traffic Congestion Relief Alliance (Alliance) in the amount of \$412,000 under the 2007/08 Transportation Fund for Clean Air (TFCA) Program to provide the County-wide Voluntary Trip Reduction Program, and further authorizing the C/CAG Chair to execute a subsequent amendment to this Funding Agreement in an amount of \$41,000 to an additive total of \$453,000.

## **FISCAL IMPACT:**

Under the TFCA program there is a total allocation of \$1,078,099 of which \$412,000 is designated for the Alliance in FY 2007/2008. In addition, \$41,000 TFCA fund was originally designated for the Menlo Park Shuttle project, and if approved by the C/CAG Board in November 2007, will be redirected to the Alliance in exchange for \$41,000 Congestion Relief fund.

## **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

**ITEM 4.5**

objective is to reduce emissions in the air. At the April 12, 2007 C/CAG Board meeting the Board approved the projects to be funded with the 2007/2008 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 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.

**Reason for future subsequent amendment:**

In addition, \$550,000 has been budgeted for the Alliance's County-wide Voluntary Trip Reduction Program in the C/CAG Congestion Relief Plan. A Funding Agreement for the \$550,000 will be presented to the C/CAG Board for approval at the November 2007 meeting. At that time, it will be proposed that \$41,000 from the \$550,000 Congestion Relief Plan fund be provided to the City of Menlo Park for its Shuttle project. In return, the \$41,000 originally approved Menlo Park Shuttle TFCA fund will be redirected to the Alliance TFCA program. This exchange of funds is necessary due to the uncertainty from the Bay Area Air Quality Management District (Air District) acceptance of the Menlo Park Shuttle project. Although the Menlo Park Shuttle has been approved for TFCA funding in the past several years, the Air District has yet to approve the expenditure for this project for FY 2007/08 due to its revised method of calculation of cost effectiveness. Upon C/CAG Board approval at the November 2007 meeting, an amendment to the subject Funding Agreement will be needed to amend the addition of \$41,000 to an additive total of \$453,000.

**ATTACHMENTS:**

- Resolution 07-29
- Funding Agreement with the Peninsula Traffic Congestion Relief Alliance



FISCAL YEAR 2007-2008 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 12, 2007, the Program Manager approved projects for TFCA funding including \$412,000 to fund the Countywide Transportation Demand Management (TDM) Program (hereinafter referred to as "Project") for fiscal year 2007-08.

- 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 a 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 the funded project and (c) results of the monitoring of the performance of the project as specified in Attachment A. Annual report shall be prepared and

submitted in accordance with the Air District's format and shall be submitted until all projects listed in Attachment A are completed.

- 9) To use the Air District's approved logo 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 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, 2008.
- 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, 2008.
- 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 a standard format and content summary for the report described in 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:**

**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: \_\_\_\_\_  
*Legal Counsel*  
*City/County Association of Governments*

- 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: \_\_\_\_\_  
*Legal Counsel*  
*City/County Association of Governments*

# ATTACHMENT A PROJECT INFORMATION

A. Project Number: 07SM02      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. TFCFA \$ Allocated: \$412,000      G. Total Project Cost: \$1,387,110

Other Funding:	Amount	Source
	<u>\$355,110</u>	<u>San Mateo County Transportation Authority</u>
	<u>\$550,000</u>	<u>San Mateo Congestion Relief Plan</u>
	<u>\$70,000</u>	<u>TFCFA Regional Funds (Metropolitan Transportation</u>

Commission)

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. The Alliance's efforts are targeted primarily at commute trips. 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-hour 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 2007 Final Report Due Date (mo/yr) October 2008, 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. Cost-effectiveness worksheets are not needed for light-duty clean air vehicles (passenger cars, pick-up trucks, and vans with a GVW of 10,000 lbs. or less); standard funding incentive amounts apply to these vehicles, per Policy #19.

# C/CAG AGENDA REPORT

**Date:** October 11, 2007

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

**From:** Richard Napier, Executive Director

**Subject:** Review and approval of Resolution 07-32 authorizing the C/CAG Chair to execute the Memorandum of Agreement for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County for a total amount of \$200,000 and an amount not to exceed \$40,000 from C/CAG.

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

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## **RECOMMENDATION**

That the Board review and approve Resolution 07-32 authorizing the C/CAG Chair to execute the Memorandum of Agreement for the Bi-County Transportation Study between San Francisco County Transportation Authority, City and County of San Francisco, San Francisco Redevelopment Agency, C/CAG, Peninsula Corridor Joint Powers Board, San Mateo County Transit District, San Mateo County Transportation Authority, City of Brisbane, and City of Daly City for potential transportation improvements in the vicinity along US101 from I-280 in San Francisco to Sierra Point Parkway in San Mateo County for a total amount of \$200,000 and an amount not to exceed \$40,000 from C/CAG.

## **FISCAL IMPACT**

Not to exceed \$40,000.

## **SOURCE OF FUNDS**

Funding for this project was budgeted in the FY 2007/08 Congestion Management Fund.

## **BACKGROUND/DISCUSSION**

The Bi-County Transportation Study will evaluate potential transportation improvements needed to

**ITEM 4.6**

address significant current and anticipated land use growth on both the San Mateo County and San Francisco County within the vicinity of the county line. The study area encompasses US101/I-280 Interchange to the south of the County Line and includes India Basin, Hunters Point, Candlestick Point, Executive Park, and City of Daly City/Cow Palace, and City of Brisbane/Baylands neighborhoods adjacent to the county line.

This Study will update a similar effort from 2001 taking into consideration updates to land use and development projects. The Bi-County Study will serve as a vehicle for regional discussion and coordination as transportation and development projects move forward. The Study will also provide policy guidance for ensuring that existing communities are well connected to improved transit services, new neighborhoods, and developing economic centers.

The Study is a cooperative effort that includes participation from San Francisco City/County agencies, C/CAG, Transportation Authority, Joint Powers Board, SamTrans, City of Brisbane, and City of Daly City, and Caltrans. The scope of the Study includes examining existing conditions and needs, performing public outreach, formulating planning guidelines, developing land use scenarios and transportation alternatives, producing preliminary costs for transportation alternatives, and developing a financial and implementation plan.

The total cost of the Study will be approximately \$200,000. This cost will be shared 50/50 between San Francisco and San Mateo County agencies. The cost distribution is as follows:

	Amount	Percent of Total Budget
San Francisco Redevelopment Agency	\$10,000	5%
San Francisco Planning Department	\$10,000	5%
San Francisco Department of Public Works	\$10,000	5%
SFCTA	\$70,000	35%
<i>San Francisco Total</i>	<i>\$100,000</i>	<i>50%</i>
Brisbane	\$50,000	25%
Daly City	\$10,000	5%
C/CAG	\$40,000	20%
<i>San Mateo Total</i>	<i>\$100,000</i>	<i>50%</i>
<i>Total Study Budget</i>	<i>\$200,000</i>	<i>100%</i>

## ATTACHMENT

- Bi-County Transportation Study Memorandum of Agreement
- Resolution 07-32

## MEMORANDUM OF AGREEMENT

THIS AGREEMENT, dated \_\_\_\_\_, 2007, by and between THE SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY (SFCTA), THE CITY AND COUNTY OF SAN FRANCISCO ("San Francisco"), THE SAN FRANCISCO REDEVELOPMENT AGENCY ("SFRA"), THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY ("C/CAG"), THE PENINSULA CORRIDOR JOINT POWERS BOARD ("JPB"), THE SAN MATEO COUNTY TRANSIT DISTRICT ("SamTrans"), THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY, THE CITY OF BRISBANE ("Brisbane"), and THE CITY OF DALY CITY ("Daly City"), is made with reference to the following facts:

- A. The parties to this agreement desire to conduct a transportation study in order to determine regional needs for transportation facilities.
- B. The parties have agreed upon a cooperative arrangement for planning, implementing and financing the transportation study, as hereinafter set forth.

NOW THEREFORE, it is agreed as follows:

### 1. Mission Statement

This study is to address the transportation issues in the study area as a cooperative effort of the City and County of San Francisco, the County of San Mateo, and the Cities of Brisbane and Daly City, and to develop a strategy that balances the goals of all jurisdictions, maximizes opportunities, clearly delineates responsibilities, and creates the conditions for effective joint advocacy of the solutions.

### 2. Participating Agencies

Participating agencies for this study are San Francisco (including the San Francisco County Transportation Authority, the Mayor's Office of Economic Development, the San Francisco Redevelopment Agency, the Municipal Transportation Agency, the San Francisco Planning Department, and the Department of Public Works), C/CAG, the JPB, SamTrans, the San Mateo County Transportation Authority, Brisbane, Daly City, and Caltrans.

### 3. Study Area

The study area is defined as a broad semi-circle roughly from 3<sup>rd</sup> Street and Cargo Way and the U.S. 101/280 interchange to Daly City and Balboa Park BART Stations, and includes Bayview, Silver Terrace, the western portion of Hunters Point, Candlestick Point, Visitation Valley, Sunnydale, the Crocker Amazon and the neighborhoods in Brisbane and Daly City immediately adjacent to the county line. (See map in Attachment A)

### 4. Goals of the Planning Study

The parties mutually agree that the goals of this study are to achieve the following:

- (a) Improve access to existing and planned residential, commercial, industrial, and cultural/institutional uses, and enhance and promote economic opportunities in the study area, with particular focus on the following:
  - (1) Bayview-Hunters Point;
  - (2) Hunters Point Naval Ship Yard;
  - (3) Candlestick Point and Executive Park;
  - (4) Neighborhoods along Bayshore Boulevard and Geneva Avenue, including Visitacion Valley, Crocker Amazon, the Excelsior and Outer Mission (improve all access and enhance connectivity to areas west of US 101);
  - (5) Eastern Daly City; and
  - (6) The Baylands area in Brisbane
  
- (b) Agree on mid- (2020) and long-range (2035) scenarios for land development in the study area that are compatible with the land use goals and objectives adopted by each of the jurisdictions involved, and develop transportation solutions that are consistent with the requirements of those scenarios and phased to correlate to the timing of development.
  
- (c) Optimize utilization of existing infrastructure and implement solutions that are multi-modal, with special focus on:
  - (1) Solutions that do not exacerbate automobile dependency;
  - (2) Improvements to the Metropolitan Transportation System and Congestion Management networks in both counties;
  - (3) Minimizing through traffic in residential neighborhoods and improving connectivity between existing and emerging neighborhoods;
  - (4) Multi-modal facilities;
  - (5) Maximizing transportation alternatives for residents, visitors and workers;
  - (6) Maximizing safety for pedestrians and bicyclists;
  - (7) Operational improvements to the existing system, including shuttles, traffic management and transit priority measures to increase transit ridership;
  - (8) Better defining the connections to the freeway system, including the appropriate role and size of the key interchanges in the study area: Harney Way, Sierra Point, Silver and Bayshore, and the proposed Geneva Avenue extension.
  
- (d) Establish a mutually agreeable structure for cost sharing in proportion to needed transportation infrastructure and service improvements in the study area, with emphasis on:

- (1) Coordinating the timing of transportation investment with expected development by 2035;
- (2) Sharing infrastructure costs in proportion to the transportation impacts caused by development in each jurisdiction;
- (3) Develop cost estimates that are consistent with goal 4.b;
- (4) Proposals that will facilitate joint advocacy for funding at the regional, state and federal levels.

#### 5. Study Budget and Funding

The parties estimate that the Study will cost approximately \$200,000. This cost will be shared 50/50 between San Francisco and San Mateo County agencies. Amounts will be contributed as follows:

	Amount	Percent of Total Budget
San Francisco Redevelopment Agency	\$10,000	5%
San Francisco Planning Department	\$10,000	5%
San Francisco Department of Public Works	\$10,000	5%
SFCTA	\$70,000	35%
<i>San Francisco Total</i>	<i>\$100,000</i>	<i>50%</i>
Brisbane	\$50,000	25%
Daly City	\$10,000	5%
C/CAG	\$40,000	20%
<i>San Mateo Total</i>	<i>\$100,000</i>	<i>50%</i>
<b><i>Total Study Budget</i></b>	<b><i>\$200,000</i></b>	<b><i>100%</i></b>

SFCTA will serve as the contracting entity for consultant and SFCTA Model Bureau services required by the Study. A Study Team comprised of SFCTA, the City of San Francisco Mayor's Office of Economic Development, C/CAG, and the City of Brisbane will procure consultants and manage the Study. The Study Team will also present draft Study deliverables to a larger Interagency Committee, described in Section 6 below. SFCTA will invoice the above agencies for approved expenses in arrears in the proportions as defined above.

#### 6. Role and Responsibility of the Interagency Committee

- (a) The Interagency Committee will be composed of representatives from the following agencies:

City and County of San Francisco:

- ◆ San Francisco County Transportation Authority
- ◆ Mayor's Office for Economic Development – City of San Francisco
- ◆ San Francisco Redevelopment Agency
- ◆ Planning Department, City & County of San Francisco
- ◆ San Francisco Municipal Transportation Agency
- ◆ San Francisco Department of Public Works

San Mateo County:

- ◆ City of Daly City
- ◆ City of Brisbane
- ◆ C/CAG of San Mateo County
- ◆ San Mateo County Transportation Authority

- (b) The Interagency Committee will review and provide input to the Study deliverables. The entities agree that they will work through the Interagency Committee relative to the issues under the purview of this study.
- (c) While participation in the Interagency Committee does not preclude independent decisions of each entity relative to the transportation and planning issues that the Interagency Committee will be addressing, each entity agrees to work towards a consensus on transportation planning and implementation of facilities based upon the agreed upon goals of this study.

7. Responsibilities of Entities

In addition to the responsibility of participation on the Interagency Committee, individual agencies agree to the following roles:

- (a) Meeting Organization and Planning  
The SFCTA will organize meetings, including providing locations, setting agendas, recording actions and conducting whatever other duties and services necessary to manage Interagency Committee meetings and the Study process.
- (b) Development of Data  
All land use jurisdictions involved in the study will be responsible for developing land use data needed to develop transportation demands. The Interagency Committee will ultimately be responsible for coming to a consensus on land use projections and data that will be used by the consultant.
- (c) Contracting and Funding for Consultant Services  
SFCTA will be responsible for contracting for consultant services and managing the consultant contract. Any contract amendments must be reviewed and approved by the Study Team.

SFCTA will be responsible for making payments on the contract and will submit invoices for approved expenses to all other contributing agencies. Agencies will reimburse SFCTA within 60 days of invoice receipt in the amounts as defined in Section 5, Study Budget and Funding.

8. Scope of Work for the Study

The following is a summary of the scope of the work for the study:

- (a) Collect and analyze existing and new data on travel patterns in the area (including auto, transit and truck). This would include pertinent background information such as technical studies from the General Plans of the various parties, and traffic projections and published Environmental Impact Reports for adjacent developments.
- (b) Agree on Year 2020 and 2035 land use scenarios for the study area.
- (c) Develop the Authority's travel demand forecasting model to adequately represent San Mateo transportation networks and develop travel demand forecasts for agreed upon land use scenarios.
- (d) Develop and screen alternative packages of investments. Evaluate potential alternatives to determine existing and future travel needs and preparation of level of service analysis for alternatives including but not limited to:
  - (1) Extension of Geneva Avenue;
  - (2) Replacement of Candlestick Point Interchange;
  - (3) Development of major transit facilities or combinations of these alternative facilities.
- (e) Identify a preferred alternative or strategy and develop cost estimates (capital and operating) and proposed phasing to be timed to development.
- (f) Neighborhood circulation and multimodal access planning, including outreach;
- (g) Develop a financial plan for preferred strategy, including assumptions about funding responsibility for split between private and public sectors, and among jurisdictions.
- (h) Develop strategy for implementation of study, including funding and preferred infrastructure improvements.

The scope of work for this project is contained in the RFP prepared jointly by the participants and issued pursuant to this agreement. The RFP is shown in Attachment B.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Agreement the day and year first above written.

THE CITY AND COUNTY  
OF SAN FRANCISCO

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

SAN FRANCISCO  
REDEVELOPMENT AGENCY

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

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF  
SAN MATEO COUNTY

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

THE PENINSULA CORRIDOR JOINT  
POWERS BOARD

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

THE SAN MATEO COUNTY TRANSIT  
DISTRICT

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

THE SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY

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

THE CITY OF BRISBANE

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

September 11, 2007

6 of 10

-64-

CITY/COUNTY ASSOCIATION OF  
GOVERNMENTS OF  
SAN MATEO COUNTY

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

THE PENINSULA CORRIDOR JOINT  
POWERS BOARD

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

THE SAN MATEO COUNTY TRANSIT  
DISTRICT

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

THE SAN MATEO COUNTY  
TRANSPORTATION AUTHORITY

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

THE CITY OF BRISBANE

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

September 11, 2007

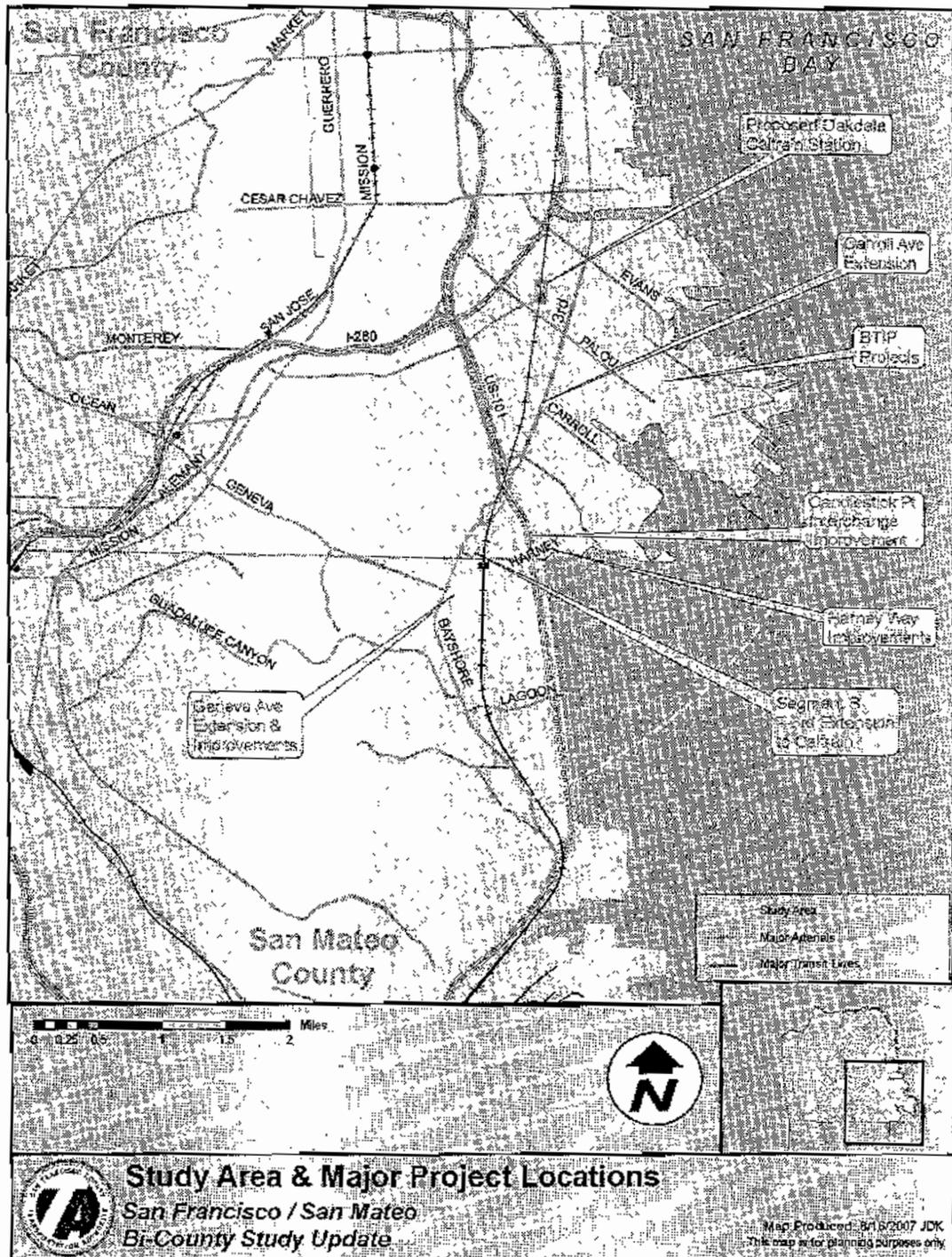
6 of 10

-64-

THE CITY OF DALY CITY

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

Attachment A: Bi-County Study Area



Attachment B: Request for Proposals Scope of Work





**REQUEST FOR PROPOSALS FOR TRANSPORTATION CONSULTING SERVICES FOR THE  
BI-COUNTY STUDY UPDATE  
RFP #06/07-09**

**Date:** 05.30.07  
**To:** Interested Parties  
**From:** Tilly Chang – Deputy Director for Planning  
**Subject:** Request for Proposals for Transportation Consulting Services for on the Bi-County Study Update (RFP #06/07-09)

**SUBMITTALS ARE DUE WEDNESDAY, JUNE 20 AT 2:00 P.M. AT THE AUTHORITY'S OFFICES.**

**SECTION I - NOTICE**

Notice is hereby given that the San Francisco County Transportation Authority (the Authority) will accept proposals to provide transportation consulting services for the Bi County Study Update. The Authority anticipates awarding this contract for a 12-month period.

Interested parties are invited to submit a proposal for the performance of said services. Submittals must respond to the specific activities described in *Section III. Scope of Services* in this Request for Proposals (RFP). The procurement process, terms and conditions will be in strict accordance with the requirements and guidance contained herein.

Questions may be submitted in writing on or before **Thursday, June 6** at 2:00 p.m. by mail, fax or e-mail to the attention of:

Ms. Tilly Chang  
Deputy Director for Planning  
Phone: 415.522.4832  
Fax: 415.522.4829  
E-Mail: [tilly.chang@sfcta.org](mailto:tilly.chang@sfcta.org)

There will be a pre-submittal meeting on **Thursday, June 7** at 2:00 pm at the Authority Offices at 100 Van Ness Avenue on the 26<sup>th</sup> floor. Answers to questions will be made available on the Authority's website ([www.sfcta.org](http://www.sfcta.org)) by **Friday, June 8**, at 5:00 p.m. Any addenda to the RFP will also be made available on the Authority's website, prior to the RFP due date of **Wednesday, June 20**.

**An unbound original, five (5) copies of your complete submittal and two (2) copies of your cost and pricing data including all information herein requested, must be delivered to the Authority's offices at the following address:**

Tilly Chang  
RE: RFP #06/07-09  
San Francisco County Transportation Authority  
100 Van Ness Av FL 26  
San Francisco, CA 94102-5244

**Clearly specify on the sealed envelope: "Response to RFP 06/07-09 for Transportation Consulting Services for the Bi-County Study Update." The cost and pricing data, including a diskette or CD with the cost and pricing data in Microsoft Excel, is to be placed in a separate sealed envelope and that envelope placed inside the envelope containing the original and copies of your firm's submittal. Clearly specify on the cost and pricing data envelope: "Response to RFP #06/07-09 for Transportation Consulting Services for the Bi-County Study Update — Cost and Pricing Data."**

All submittals must be in writing, sealed and identified as to content as indicated above, and be received at the Authority's offices no later than 2:00 p.m. on Wednesday, June 20. Submittals received later than the above date and time will be rejected and returned to the proposer unopened. The Authority, at its sole discretion, may invite bidders whose proposals have met the minimum scoring requirements to a briefing and interview. Those firms who have qualified to continue in the RFP process will be notified by Friday, March 2. Interviews will be held on Tuesday, June 26. Please be advised that individuals who are identified as key personnel in your submittal are required to be in attendance at the briefing and interview.

The Authority will make good faith efforts to ensure that Disadvantaged (DBE) and Local Business Enterprises (LBE) will be afforded full opportunity to submit proposals in response to this invitation. In consideration for a contract award the Authority will not discriminate against any individual on the grounds of race, national origin, color, religion, sexual orientation, age, or disability. The Authority has set a 25% DBE goal for this contract. See Section VI, below, for further details on DBE/LBE certification.

The Authority has limited office space available. All space requirements and other miscellaneous requirements and concerns should be made known to the Authority during contract negotiations.

The firm selected, if any, will be that whose submittal is most responsive to this RFP, and is deemed to be to the best advantage of the Authority. Submittals must be valid for ninety (90) days after the RFP due date of Wednesday, June 20. The Authority reserves the right to modify and/or suspend any and all aspects of this procurement, to obtain further information from any firm or person responding to the RFP, to waive any informality or irregularity as to form or content of this RFP or any response thereto, to be the sole judge of the merits of the submittals received, and to reject any or all submittals.

## **SECTION II – PURPOSE AND BACKGROUND**

**Authority Purpose and Background.** The Authority was created in 1989 by the voters of the City and County of San Francisco (the City) to impose a voter-approved transaction and use tax (i.e., a sales tax) of one-half of one percent to fund essential traffic and transportation projects as set forth in the San Francisco County Transportation Expenditure Plan (the Prop B Expenditure Plan) for a period not to exceed 20 years. Beginning in April of 1990, the State of California Board of Equalization started collecting the sales tax revenues for the Authority. In November 2003, San Francisco voters approved a new Expenditure Plan (Prop K Expenditure Plan) that superseded

Prop B and continued the ½ cent sales tax for 30 years.

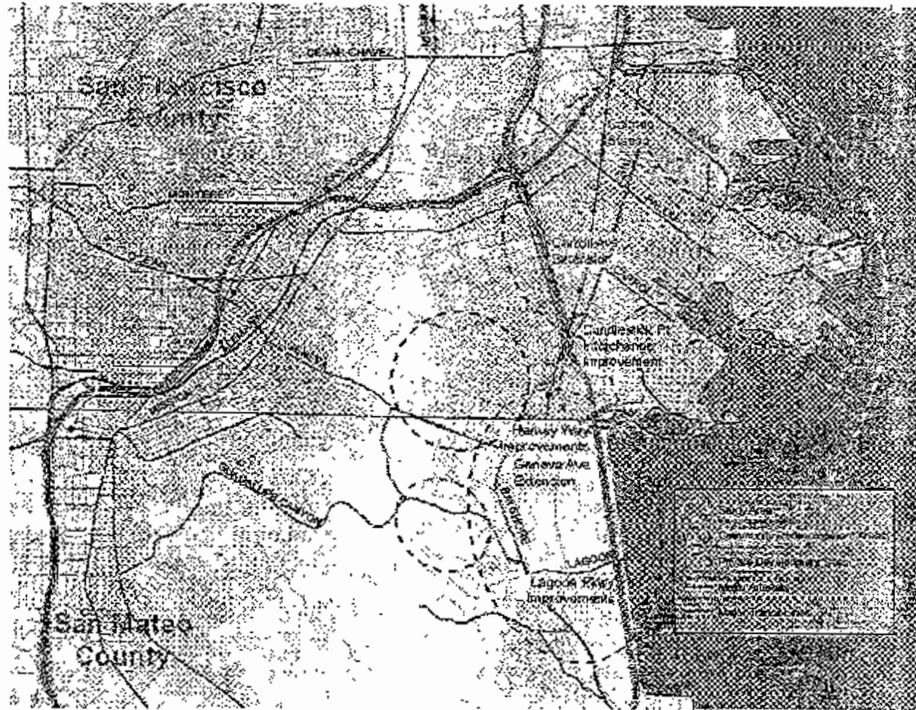
The Authority's Board of Commissioners are the eleven members of the Board of Supervisors of the City and County of San Francisco; however, pursuant to State Code Section 131.000, the Authority is governed by an administrative code separate from the City's, and operates as a special purpose government independent of the City.

The Authority is designated under State law as the Congestion Management Agency (CMA) for San Francisco. In this capacity, the Authority has a wide range of responsibilities including prioritizing state and federal transportation funds for San Francisco, preparing the long-range Countywide Transportation Plan, and developing a computerized travel demand forecasting model and supporting databases. The Authority is also the designated Local Program Manager for the Transportation Fund for Clean Air (TFCA) Program, which collects a vehicle registration surcharge and earmarks the funds for transportation projects that improve air quality by reducing motor vehicle emissions. The Authority acts as lead agency for selected studies and projects.

As the sub-regional transportation planning and programming agency for San Francisco County, the Authority actively engages the community at large, ensuring that its interactions support, reinforce and reflect the priorities and goals of its Board of Commissioners and broad base of stakeholders. To meet the responsibilities of its various roles, as administrator of the Prop K local sales tax for transportation, as the Congestion Management Agency for San Francisco, and as Local Program Manager for the TFCA program, the Authority manages ongoing operations through four distinct yet integrated functions: Fund Programming and Legislation, Project Delivery Support and Oversight, Planning, and Finance and Administration. This comprehensive management approach reflects the principle that all activities at the Authority are geared and contribute to expediting the efficient delivery of transportation projects. An Authority functional chart, along with operating area descriptions, is provided in **Appendix D – Authority Functional Chart**.

**Project Purpose and Background.** The purpose of the Bi-County Transportation Study Update is to identify and evaluate future potential transportation needs associated with substantial proposed land use growth along the San Francisco/San Mateo county line, with a view to establishing a common framework for funding agreed high-priority projects. This study was anticipated in the development of the Prop K Strategic Plan, for line item 27: Visitation Valley Watershed Area projects.

Figure 1: Bi County Study Update – Study Area



The Study Area shown in Figure 1 lies in a region that hosts many large sites poised for redevelopment in the near future, resulting in a rapid population and employment growth, in an area where major infrastructure improvements investments have taken place over a number of years. The magnitude, location and timeframe of these developments, number of jurisdictions/stakeholders involved and different transportation and land use patterns in multiple jurisdictions call for cooperative regional planning.

This Study seeks to update a previous undertaking to accomplish similar objectives in 2001. Since that time, land use plans have been clarified on both sides of the county line, and development projects have advanced, making it necessary to revisit and update the 2001 analysis. The proposed Study will also include community-based transportation planning and involvement in order to support neighborhood connectivity as this area undergoes change and development. This Bi County Study Update is being funded jointly by the Authority and San Mateo City and County Association of Governments.

The objectives of the Study are to:

1. identify future land uses growth in the area and expected timing of the development
2. develop and analyze medium and longer-term multimodal projects and strategies that addresses future transportation needs at the regional and local scale
3. identify a preferred strategy using system performance and cost-effectiveness criteria, including potential for funding availability
4. develop a consistent set of planning level cost estimates for the major infrastructure and capital projects, as well as local circulation and access projects included in the preferred strategy, and

5. establish a financial plan for the preferred strategy that considers appropriate levels of contributions from public and private sources, funding implementation and phasing, as well as a coordinated leveraging strategy to capture discretionary funds.

This Study will be led by the Authority in cooperation with a range of other local San Francisco and San Mateo agencies including the Mayor's Office of Economic and Workforce Development, San Francisco Planning Department, Redevelopment Agency, Municipal Transportation Agency, Department of Public Works, San Mateo City/County Association of Governments, San Mateo County Sales Tax Authority, the cities of Brisbane and Daly City, Caltrain JPB/SamTrans (commuter rail/bus operator) and Caltrans. Together this group comprises the "Inter-agency team". The Authority will provide overall management of the study and consultant team on behalf of the inter-agency team.

### **SECTION III - SCOPE OF SERVICES**

The Authority is seeking professional transportation planning services to prepare the Bi County Study Update.

The Authority has budgeted up to \$170,000 for this Bi County Study Update (Study). The Study will be led by the Authority, in consultation with an inter-agency team as described above. Proposers should note the budget is a ceiling, not a target, and that proposals will be evaluated according to cost as well as content.

**Specific Components and tasks.** The proposed study structure and tasks are described below. Proposers should suggest an approach to each component and describe specific strategies, analyses and methods for addressing each requirement. Many components or tasks are inter-related or interdependent. Proposals should discuss these relationships where relevant.

#### **Scope of work**

##### **Task 1. Study Kick-off/Ongoing Project Management**

The Consultant will meet with the Authority at a kick-off meeting to confirm the study area and goals, agree on a technical approach and methods, and develop a detailed workplan and schedule for the Study. The Consultant together with the Authority and key agency partners from San Francisco and San Mateo, will comprise the Study Team, which will meet periodically to review study progress and direction. The Inter-agency team described in Section II of this proposal will review all deliverables and provide guidance and input to the Study Team on a bi-monthly basis. This task will also include bi-monthly Consultant attendance at meetings of the Inter-agency team.

*Task 1 Deliverables: Detailed work plan and schedule for the Study; meeting minutes*

##### **Task 2. Public Involvement**

2a. Plan Development. The Consultant will work with the Authority and Study Team members to develop a community outreach plan. The goals of the outreach effort are to share information from the study with affected neighborhoods, support the Study as a community-based planning process, and incorporate the input and views of affected stakeholder communities into the Study's findings and recommendations. Public input and feedback will be integral in identifying high-performing strategies and gauging the level of support for alternative investment proposals.

The plan should include outreach to local stakeholders including neighborhood groups, Project Area Committees, Citizens Advisory Committees, large institutions and merchant groups. Outreach may take the form of public meetings, walking tours, surveys and/or community planning/design charette workshops.

2b. Conduct Outreach Activities. The Consultant will further coordinate with state and regional agencies, neighboring communities, and transit system operators.

*Task 2 Deliverables: Outreach plan; documentation of outreach efforts; meeting attendance, summaries of community / stakeholder feedback and input.*

### **Task 3. Assessment of Land Use and Transportation Conditions**

3a. The Consultant will compile and summarize information on existing and land use and transportation conditions in the area (including auto, transit and truck traffic). This would include pertinent background information such as descriptions of existing land uses and conditions of the regional and local transportation network, as well as information as available from the various cities' General Plans, area plans, traffic and transit studies, and project Environmental Impact Reports. The range of development projects and survey areas is expected to include:

- Brisbane Baylands Development
- Executive Park Development
- Candlestick Point Development
- Bayview-Hunters Point Redevelopment Survey Area
- Hunters Point Shipyard Redevelopment Project
- Visitacion Valley Watershed Redevelopment Area
- Bayview-Oakdale Caltrain Station Area
- Daily City / Cow Palace Redevelopment Area

3b. Initial Transportation Needs Assessment. The Consultant will review transportation and traffic studies from the various development project traffic and environmental studies, in order to understand the range of potential project specific transportation effects of the respective land use projects. These individual project studies and transportation impact projections will help to identify transportation needs and potential solutions that will be packaged and tested in the transportation modeling and analysis of cumulative impacts in Task 5 below.

The Authority will help to facilitate the gathering of these data sources by the Consultant from the Inter-agency team agencies and developers.

*Deliverables: Existing Conditions and Initial Needs Assessment Report with supporting tables and maps*

#### **Task 4. Development of Future Land Use Scenarios**

The Consultant will work with the Authority and Inter-agency Team to identify the future land use assumptions within the study area to be analyzed in order to characterize probable impacts on the regional and local transportation network in the years 2020 and 2030. Each future land use scenario will include a range of residential, commercial/retail, office and industrial uses, as well as any ancillary uses expected to be developed in the study area by 2020 and 2030.

In addition to the two future baseline land use scenarios for 2020 and 2030 already developed by the Authority, the Consultant will work with the Authority and inter-agency committee to identify 5 additional future land use “Build” scenarios:

a. 2020 and 2030 Full Buildout - the most likely phasing for implementation of proposed development projects in the study area so that they can be properly allocated to each future year.

b. 2020 and 2030 Reduced Buildout - these scenarios will include an across the board reduction (e.g., 50%) of expected development growth within the study area. These “reduced development” scenarios will be used to assess the sensitivity of future demand, congestion and potential impacts in the study area to the proposed development. The exact amount of development reduction to be tested will be proposed by the Study Team and confirmed by the Inter-agency team.

c. 2030 Transit Oriented Development (TOD) - while maintaining the same level of development planned for the 2030 baseline scenario, emphasizes close proximity to existing and planned transit corridors in the area.

The land use assumption data for 2020 and 2030 for the baseline, reduced development and TOD scenarios will be provided to the Authority in a format suitable for incorporation into the SF CHAMP travel demand forecasting model.

*Task 4 Deliverables: Technical Memorandums and spreadsheets containing the year 2020 and 2030 land use and employment data for the full buildout, reduced development and TOD scenarios within the study area ready for use in the SF CHAMP model. Summary tables and maps.*

#### **Task 5. Identification and Analysis of Transportation Strategies and Projects**

The Consultant will develop potential multimodal transportation strategies and projects to be tested for operational and system performance, along with benefits and impacts to local and regional transportation networks. Initial transportation project concepts and strategies will be defined by the Consultant using existing and pending analyses for (re)development projects within the study area, with further refinement by the Study team and review by the Inter-agency team, as warranted. The range of transportation projects to be considered or evaluated is expected to include, without limit:

- Geneva Avenue Extension
- Candlestick Point Interchange Replacement/Improvement
- Harney Way Improvements
- Carroll Avenue Extension
- South Basin Bridge

- Muni Rapid Bus or Light Rail Transit Extension—Geneva East to SBC Park
- Lagoon Parkway extension to Guadalupe Canyon Parkway
- Sierra Point Interchange replacement/relocation to Lagoon Parkway
- BART (bus) connections to the Study Area and Caltrain station(s)
- Extension of Third Street Light Rail and Intermodal station at Bayshore for Caltrain/Muni
- Possible Caltrain station at Oakdale Avenue
- New local transit routes
- Possible rerouting of truck traffic in the Bayview-Hunters Point area
- Streetscape and safety improvements to various roadways to increase pedestrian safety, connectivity and accessibility
- Local improvements to traffic circulation and access
- Expansion of the local pedestrian and bicycle networks

The consultant will work with the Study Team to group these projects and strategies into multimodal transportation alternatives based on their synergies, costs and implementation schedule. The following transportation alternatives are expected to be identified:

- Mid-term Baseline Alternative (B1) – Projects and strategies that could be in place by 2020 as part of the future baseline land use scenario.
- Long-term Baseline Alternative (B2) – Projects and strategies that could be in place by 2030 as part of the future baseline land use scenario.
- Mid-term Baseline Alternative with reduced development (R1) – Same projects and strategies included in B1 assuming an across the board reduction (e.g. 50%) in development growth within the study area.
- Long-term Baseline Alternative with reduced development (R2) – Same projects and strategies included in B2 assuming an across the board reduction (e.g. 50%) in development growth within the study area.
- Long-term Baseline Alternative with transit oriented development (TOD) – Same projects and strategies included in B2 assuming more dense development occurring in close proximity to existing and planned transit corridors in the area.

The Authority will analyze these alternatives using the SF CHAMP travel demand forecasting model and will provide the consultant with the model results.

#### Caltrain/Muni

- Possible Caltrain station at Oakdale Avenue
- New local transit routes
- Possible rerouting of truck traffic in the Bayview-Hunters Point area
- Streetscape and safety improvements to various roadways to increase pedestrian safety, connectivity and accessibility
- Local improvements to traffic circulation and access
- Expansion of the local pedestrian and bicycle networks

The consultant will work with the Study Team to group these projects and strategies into multimodal transportation alternatives based on their synergies, costs and implementation schedule. The following transportation alternatives are expected to be identified:

- Mid-term Baseline Alternative (B1) – Projects and strategies that could be in place by 2020 as part of the future baseline land use scenario.
- Long-term Baseline Alternative (B2) – Projects and strategies that could be in place by 2030 as part of the future baseline land use scenario.
- Mid-term Baseline Alternative with reduced development (R1) – Same projects and strategies included in B1 assuming an across the board reduction (e.g. 50%) in development growth within the study area.
- Long-term Baseline Alternative with reduced development (R2) – Same projects and strategies included in B2 assuming an across the board reduction (e.g. 50%) in development growth within the study area.
- Long-term Baseline Alternative with transit oriented development (TOD) – Same projects and strategies included in B2 assuming more dense development occurring in close proximity to existing and planned transit corridors in the area.

The Authority will analyze these alternatives using the SF CHAMP travel demand forecasting model and will provide the consultant with the model results.

*Deliverables: Alternatives Development Report and Initial Alternatives Evaluation Report for B1, B2, R1, R2 and TOD including tables, maps and graphics; Highway and transit network files for B1, B2, R1, R2 and TOD at a level of detail suitable for implementation in the SF CHAMP model.*

## **6. Establish Evaluation Criteria/Measures of Effectiveness**

Concurrent with the identification of future transportation projects and strategies in Task 5 the consultant in coordination with the Study Team will establish multimodal criteria and measures of effectiveness to evaluate such projects. These criteria will be used to prioritize and evaluate high-performing projects and strategies. Typical MOFs provided by the SF CHAMP model include:

- Volume-to-capacity ratios for each link,
- Roadway travel times and delay, at an individual link or corridor level,
- Average system or district-wide delay
- Transit ridership and maximum passenger loads
- Transit speeds by line
- Mode share of transit and/or non-motorized trips (district-to-district or at the TAZ level)

In addition to the measures of performance within the system/network provided by the SF CHAMP model, additional evaluation criteria should also be identified by the consultant to assess benefits and impacts on a local, regional and neighborhood scale, project planning and design readiness, time to benefits, cost, funding availability and local matching, impact or reliance on other projects, etc.

*Deliverables: Technical Memorandums describing the multimodal criteria and measures of effectiveness selected to evaluate transportation projects and strategies for the study*

## **7. Develop project cost estimates**

The consultant will develop preliminary cost estimates (planning level order of magnitude) for the transportation projects and strategies within each alternative identified in Task 5. Based on these estimates, the consultant in coordination with the Study Team will identify new and/or alternative transportation projects or strategies that could be included in a transportation alternative that might still mitigate impacts or generate additional benefits at a lower cost or with shorter time envelopes, while still addressing the travel needs of traffic, transit users, bicyclists and pedestrians.

*Deliverables: Cost Estimates Report for the projects and strategies included in the mid- and long-term alternatives.*

## **8. Identifying high-performing projects**

The consultant in coordination with the Study Team will prioritize the projects and strategies included in the mid- and long-term alternatives defined in Task 5 using the evaluation criteria established in Task 6 to determine the high-performing projects and strategies. These will be further developed, if necessary, to a level of definition sufficient to support feasibility testing, planning level cost estimates, and comparisons across alternatives. Up to three transportation network alternatives are expected to be identified by the consultant and the Study Team:

- a. Transportation Package 1 (TR1) – Projects and strategies that could be added to the long-term land use baseline alternative to mitigate project impacts.
- b. Transportation Package 2 (TR2) – Modifications, additions or deletions of projects and strategies included in TR1.
- c. Preferred Transportation Package (TR3) – Grouping of highest performing projects and strategies resulting from the evaluation of TR1 and TR2.

The transportation alternatives TR1 and TR2 will be analyzed by the Authority using the SF CHAMP model and the 2030 baseline land use scenario. The modeling results will be provided to the consultant. The consultant will apply the evaluation criteria established in Task 6 to TR1 in order to define TR2. Similarly, the analysis of the results of TR2 will be used to define TR3. The Authority will then analyze TR3 using the SF CHAMP model and the 2030 baseline and 2030 TOD land use scenarios and the modeling results will be provided to the Consultant.

*Deliverables: Alternatives Development Report, Alternatives Evaluation Report and Cost Estimates Report for TR1, TR2 and TR3. Tables maps and graphics of alternatives and evaluation results.*

## **9. Development of Funding and Implementation Plan**

Concurrent with the identification of the preferred transportation improvements, the consultant in coordination with the Study Team initially, and larger Interagency Team ultimately, will develop a funding and phasing plan for TR3 that attributes funding responsibility commensurate to the source of traffic load generated. At a minimum, the plan will include:

- a. a review of possible funding strategies — both traditional public strategies and new, innovative strategies such as public-private partnerships, linkages to developer fees and other potential contributions;
- b. a funding schedule for the top priority projects and strategies, including specific steps between study and implementation, and designation of lead parties for each project; and
- c. identification of next steps including early improvements or fast-track projects.

*Deliverables: Documentation of possible funding strategies, with a menu of potential packages; near-term actions for early improvements; report of recommendations based on costs, benefits, funding strategy, specific steps and timeline for pursuing the recommended activities; Draft and Final Implementation Plan.*

## **10. Final Report**

The consultant will compile a Final Report that encompasses all study findings and recommendations including a detailed investment plan and schedule for the top priority projects. The Report will also include a description of the unique bi-county, interagency, and multi-community partnership. The Report will also summarize the outreach activities and public input/feedback into the Study.

*Deliverables: Draft and Final Draft versions of the Report that provides a summary of all technical activities; documentation of outreach activities; and a description of recommendations.*

## **SECTION IV- REQUEST FOR PROPOSALS CONTENTS AND FORMAT**

It is expected that requests for proposals submitted to the Authority will be of professional caliber in context and appearance, but expensive or elaborate binders are neither required nor desired. All

**Project Manager, Team and Organization Proposed for the Project.** Provide an organization chart indicating the roles of participating firms, the name of the project manager, and the names and roles of other key personnel. Discuss your approach to managing the project team, project administration and coordination of tasks.

**Overall Approach to the Project.** Describe the proposed approach to the delivery of the services included in Section III, above. This section must reflect the proposer's understanding of Authority operations, as well as a clear method or approach to prioritizing and addressing issues as they arise. Discuss your approach to managing the project team, project administration and coordination of tasks.

The study schedule is anticipated to move quickly after the notice to proceed is issued. Proposals must discuss workload for all key team members, indicating their expected availability, the percentage of their time that will be devoted to the Authority's contract and any other assurances as to their ability to provide the requested services in a responsive and timely manner. The description of the management approach should address proposed response time standard and how the management and team structure will help to meet those standards.

**Project Manager, Team and Organization Proposed for the Project.** Provide an organization chart indicating the roles of participating firms, the name of the project manager, and the names and roles of other key personnel.

Proposers must provide the names and positions of all staff proposed.

The proposal should also designate who will be the Principal, who will be the Project Manager in charge of the Project, and who will be the Authority's contact throughout the project. In addition, the proposal should briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed in each office.

## **CAPABILITIES AND EXPERIENCE**

**Relevant Capabilities and Qualifications.** Bidders must provide the names, firm and positions of all staff proposed. An organization chart should be included that clearly establishes principal team member firms and sub-consultants, and include resumes for those personnel expected to have a significant role in the project. Proposers must state the qualifications and experience of the proposed team, emphasizing the specific qualifications and experience acquired while providing services similar to those being sought by the Authority, particularly for the Project Manager and other key project staff members assigned to the project. The submittal should clearly identify the Project Manager in charge of the Project and the Authority's contact throughout the project. In addition, the submittal should briefly address how the efforts of each of the team members will be coordinated. If the work is to be shared among firms and offices at different locations, indicate where each office is located and what work is to be performed in each office.

Proposers must provide at least three references each (name, agency and current telephone numbers) from similar work for the Project Manager and other key project staff members. The references must include a brief description of the projects, and the roles of the respective team members.

Submittals must discuss workload for all key team members, indicating their expected availability, the percentage of their time that will be devoted to the Authority's contract and any other assurances as to their ability to provide the requested services in a responsive and timely manner. The description

of the management approach should address proposed response time standard and how the management and team structure will help to meet those standards. Proposers responding to this RFO are expected to be familiar with all aspects of project controls and management.

Except under circumstances beyond the proposer's control, the Authority will not accept substitutions of key members of the team put forth as part of the winning proposal.

**Relevant Project Experience/Conflict of Interest.** Include a description of projects for which the bidder has provided similar relevant services. For each project include the name, agency, address, electronic mail address and telephone number for a current reference. Describe key project personnel and their most significant qualifications for this project. Bidders should disclose any potential conflicts of interest as well as any proposed approaches to address and manage these conflicts.

**Disadvantaged Business Enterprise Participation.** Describe tasks to be performed by DBE firms and provide an estimate of staff hours allocated to DBE firms. State the estimated level of participation for DBE firms based upon staff hours. Provide copies of certifications for DBE firms participating in the project. The Authority has set a 25% DBE goal for this contract. Refer to the Authority's DBE policy described in *Section VI*.

#### **COST AND PRICING DATA**

The Authority intends to compensate the Consultant based upon labor hours and expenses incurred, consistent with the Federal Acquisition Regulations (FAR). The Consultant is to propose an all-in overhead rate that includes all labor overhead, general and administrative costs. Expenses for travel and reasonable other direct expenses will be reimbursed at cost and such costs are not to be included in the all-in overhead rate. Subconsultant costs will be reimbursed at cost plus a reasonable markup by the prime Consultant not to exceed 5%. **The cost and pricing data matrix, developed in Microsoft Excel, must be provided in a separate, sealed envelope, on a diskette or CD.**

The proposed all-in overhead rate must be supported by an audited or unaudited statement from a certified public accountant indicating calculations of direct labor, fringe benefits and general overhead for each firm or unit of each firm to perform to provide services. **Submit the following in a separate, sealed envelope:**

- A letter signed by a principal or officer of the Consultant indicating: (1) the all-in labor overhead rate, including general and administrative costs; and (2) proposed profit percentage. Provide this information for the Consultant and each proposed subconsultant in a single letter.
- A Rate Table providing the following information for each person expected to provide services for this project: Name, firm, hourly direct salary, all-in overhead rate, proposed profit, percentage of any expected salary increases or cost of living adjustments and the date when such increases are expected. Only one Rate Table is needed and all persons from all firms may be included in one table. The Consultant may propose an alternate method of compensation and provide cost and pricing data in a different format if required by consultant's normal accounting practices or provides a more effective and efficient presentation. In such case, the Consultant must provide full and complete explanation and justification for use of an alternative method and such method must be approved by the Authority prior to submission of a statement of qualification.

most significant qualifications for this project. Bidders should disclose any potential conflicts of interest as well as any proposed approaches to address and manage these conflicts.

**Disadvantaged Business Enterprise Participation.** Describe tasks to be performed by DBE firms and provide an estimate of staff hours allocated to DBE firms. State the estimated level of participation for DBE firms based upon staff hours. Provide copies of certifications for DBE firms participating in the project. The Authority has set a 25% DBE goal for this contract. Refer to the Authority's DBE policy described in *Section VI*.

#### **COST AND PRICING DATA**

The Authority intends to compensate the Consultant based upon labor hours and expenses incurred, consistent with the Federal Acquisition Regulations (FAR). The Consultant is to propose an all-in overhead rate that includes all labor overhead, general and administrative costs. Expenses for travel and reasonable other direct expenses will be reimbursed at cost and such costs are not to be included in the all-in overhead rate. Subconsultant costs will be reimbursed at cost plus a reasonable markup by the prime Consultant not to exceed 5%. **The cost and pricing data matrix, developed in Microsoft Excel, must be provided in a separate, sealed envelope, on a diskette or CD.**

The proposed all-in overhead rate must be supported by an audited or unaudited statement from a certified public accountant indicating calculations of direct labor, fringe benefits and general overhead for each firm or unit of each firm to perform to provide services. **Submit the following in a separate, sealed envelope:**

- A letter signed by a principal or officer of the Consultant indicating: (1) the all-in labor overhead rate, including general and administrative costs; and (2) proposed profit percentage. Provide this information for the Consultant and each proposed subconsultant in a single letter.
- A Rate Table providing the following information for each person expected to provide services for this project: Name, firm, hourly direct salary, all-in overhead rate, proposed profit, percentage of any expected salary increases or cost of living adjustments and the date when such increases are expected. Only one Rate Table is needed and all persons from all firms may be included in one table. The Consultant may propose an alternate method of compensation and provide cost and pricing data in a different format if required by consultant's normal accounting practices or provides a more effective and efficient presentation. In such case, the Consultant must provide full and complete explanation and justification for use of an alternative method and such method must be approved by the Authority prior to submission of a statement of qualification.

## REQUIRED EXHIBITS

**Required Exhibits.** The Consultant is to complete and include the exhibits listed below within the submittal. These required exhibits do not count towards the twenty (20)-page limit. Exhibit samples are attached to this RFP:

- o Exhibit A – Certification of Consultant, Commissions & Fees
- o Exhibit B – Debarment and Suspension Certification
- o Exhibit C – Exceptions to the Standard Contract for Consultant Services
- o Exhibit D – Terminated Contracts

## SECTION V - EVALUATION CRITERIA/METHOD OF AWARD:

The request for proposals will be evaluated by a selection committee appointed by the Executive Director, and scored (maximum of 100 points) using the following criteria:

Proposer Information and Understanding of Project Objectives .....	10%
Technical and Management Approach.....	35%
Capabilities and Experience.....	35%
Cost .....	20%

During the evaluation process, emphasis will be placed upon each proposer's overall qualifications to perform the services and work described in this RFP, including the firm's understanding and response to the tasks in *Section III*. In addition the Authority will also consider the qualifications and experience of the proposed personnel. The technical components of all submittals will be evaluated independently from their respective cost components. Submittals receiving a technical score of less than **65** points will not be considered further in the selection process. Bidders who have received a score of **65** points or higher, may, at the Authority's sole discretion, be invited to a briefing and interview with the selection committee. Individuals who are identified as key personnel in your submittal are **required** to be in attendance at the briefing and interview.

Once the top proposer has been identified, Authority staff will start contract negotiations with that proposer. If contract negotiations are not successful, the second-ranked proposer may be asked to negotiate a contract with the Authority. The award, if any, will be made to the responsive proposer whose submittal is most advantageous to the Authority, considering technical, cost and other factors.

### Selection Process Timeline

Issue Request for Proposals .....	Wednesday, May 30, 2007
Deadline to Submit Questions to the Authority (2:00 p.m.) .....	Wednesday, June 6, 2007
Pre-submittal Conference (2:00 pm).....	Thursday, June 7, 2007
Authority Response to Written Questions (if necessary) .....	Friday, June 8, 2007
Request for Proposals Due (2:00 p.m.).....	Wednesday, June 20, 2007
Notice to Firms to Participate in Oral Interviews (if necessary) .....	Thursday, June 21, 2007
Oral Interviews (if necessary).....	Tuesday, June 26, 2007
Selection of First-Ranked Firm at Citizens Advisory Committee .....	Wednesday, June 27, 2007,
Recommend Award at Finance Committee .....	Tuesday, July 10, 2007
Present Award to full Board for Authorization.....	Tuesday, July 17, 2007

## **SECTION VI - DISADVANTAGED BUSINESS ENTERPRISE POLICY FOR U.S. DEPARTMENT OF TRANSPORTATION-ASSISTED CONTRACTS**

**Terms.** The terms used in this Policy have the meanings as defined in U.S. Department of Transportation (DOT) Code of Federal Regulations Title 49 Section 26 (49 CFR §26).

## **SECTION VI - DISADVANTAGED BUSINESS ENTERPRISE (DBE) and LOCAL BUSINESS ENTERPRISE (LBE) REQUIREMENTS**

**DBE/LBE POLICY.** It is the policy of the Authority to make good faith efforts to solicit and obtain quotes, bids or proposals from Disadvantaged Business Enterprises (DBEs) and Local Business Enterprises (LBEs), and to give DBEs the maximum feasible opportunity to participate in the performance of contracts funded in whole or in part with Authority resources. The Authority strongly encourages joint ventures among professional firms as a way to meet the Authority's DBE participation goals. Assistance in the formation of such joint ventures and/or associations may be obtained through the City and County of San Francisco Human Rights Commission.

Pursuant to applicable State statutes, the Authority's DBE Policy is race and gender-neutral and is based solely on a business income threshold, as identified and established by adopted Authority policy.

The application form for DBE/LBE certification for locally-funded (e.g. non-federally funded) Authority contract is available for download on the Authority's website at [www.sfcta.org](http://www.sfcta.org) or by calling the Authority at (415.522.4800).

**DBE CERTIFICATION.** Under Authority policy, a business qualifies for DBE certification if its annual gross receipts do not exceed \$2 million, when calculated as the average of the three (3) years immediately preceding the certification request. In order to obtain DBE certification, a business must submit a request to the Authority's Executive Director, including evidence of income for the past three years. Acceptable evidence of business income include: copies of tax returns, independently audited financial statements and, in the case of sole proprietorships, personal income tax returns. The Authority and its employees will not discriminate on the basis of race, national origin, color, religion, sex, sexual orientation, age, or disability in the award and performance of Authority contracts.

**DBE PARTICIPATION GOALS.** The DBE participation goal for this contract is 25%. In order to be considered responsive, a proposer must either meet the goal or demonstrate good faith efforts to meet the goal. In order for the Authority to find that a proposer has made good faith efforts to meet the DBE goal, the proposer must do, and present evidence to the Authority of, at least the following:

1. Hold a meeting to include DBEs in order to notify them of contracting opportunities;
2. Provide written notice to a reasonable number of specific DBEs in sufficient time to allow them to participate;
3. Follow up with DBE firms interested in participating;
4. Select portions of work to be done by DBEs (including dividing contracts into economically feasible units to facilitate participation);
5. Provide adequate information about plans, specifications, and/or contracting requirements;
6. Negotiate in good faith with interested DBEs, not rejecting DBEs as unqualified without sound reasons;

7. Make efforts to provide assistance to obtain bonding, lines of credit, or insurance; and
8. Use the services of available minority organizations, contractors' groups, State and local offices that have knowledge of available DBE firms or the means to locate firms.

**LBE CERTIFICATION.** The public interest is served by encouraging businesses to locate and remain in San Francisco. However, the cost of doing business in San Francisco is approximately 15% higher than in surrounding communities. Accordingly, the Authority shall offset the economic disadvantages faced by Local Business Enterprises (LBEs), which are not experienced by businesses outside the City, and allow a 5% bid discount to LBEs. Such preference shall not exclude any potential contractor from submitting a bid.

Under Authority policy, a business qualifies as an LBE if it has maintained a local working office with an address in the City and County of San Francisco for at least six months prior to the date of this RFP. In order to obtain certification as an LBE for Authority purposes, a business must submit a request to the Authority's Executive Director, including evidence of business activity at a San Francisco office for the preceding six months. Acceptable evidence includes, but is not limited to, utility bills, office space lease or purchase agreements, dated business correspondence and postmarked envelopes addressed to the business in question. Businesses seeking DBE and LBE certification may combine their requests to the Authority in a single application.

#### **SECTION VII - PROCUREMENT PROTEST AND APPEAL POLICIES AND PROCEDURES**

The Authority has established protest procedures that apply to all procurements of supplies, equipment, and services. Consultants must file protests with the Authority no later than five (5) business days after notice, actual or constructive, by the Authority's Executive Director or his/her designee, that either their submittal is not being considered further, or a recommendation has been made to the Board to award to another Consultant. Copies of these policies and procedures are kept at the Authority's offices and are available upon written request.

#### **SECTION VIII - NOTE REGARDING PUBLIC DISCLOSURE OF RESPONSES AND OTHER MATERIALS**

Under the California Public Records Act (Government Code sections 6250 *et seq.*), records, information and materials submitted to the Authority, not otherwise exempt, are subject to public disclosure. Immediately after the contract has been awarded, the materials submitted by all Consultants will be open to inspection. Each party submitting a response to the RFP should clearly designate financial submittals or other materials, if any, which it in good faith believes to be a trade secret or confidential proprietary information protected from disclosure. To the extent permitted by law, the Authority will attempt to maintain the confidentiality of such information by providing the Consultant with notice that it has received a request. If the Consultant desires that such materials not be disclosed, it may, at its own expense, take appropriate legal action to prevent such disclosure. However, such confidentiality cannot be assured, and the Authority will not be liable for the public disclosure of any material submitted to it.

**Exhibit A – Certification of Consultant, Commissions & Fees**

I HEREBY CERTIFY that I am the \_\_\_\_\_  
and duly authorized representative of the firm of \_\_\_\_\_  
whose address is \_\_\_\_\_

and that, except as hereby expressly stated, neither I nor the above firm that I represent has:

- (a) employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above consultant) to solicit or secure this agreement; nor
- (b) agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the agreement; nor
- (c) paid, or agreed to pay, to any firm, organization or person (other than a bona fide employee working solely for me or the above consultant) any fee, contribution, donation, or consideration of any kind, for or in connection with, procuring or carrying out this agreement.

I acknowledge that this Certificate is subject to applicable state and federal laws, both criminal and civil.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Contractor Signatory

Printed Name

\_\_\_\_\_  
Authorized Contractor Signatory Title

Title

**Exhibit B – Debarment and Suspension Certification**

The Proposer, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer or manager:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any government agency,
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any government agency within the past 3 years,
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space:

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This certification is true and correct as of the date signed below. Exceptions will not necessarily result in denial of award, but will be considered in determining Proposer responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date Signed

\_\_\_\_\_  
Authorized Contractor Signatory  
Printed Name

\_\_\_\_\_  
Authorized Contractor Signatory Title  
Title

**Exhibit C – Exceptions to the Standard Contract for Consultant Services**

**Exceptions to the Authority Standard Form of Agreement for Consultant Services.** Please review the Authority Standard Form of Agreement which follows, and list any exceptions to the Agreement's terms and conditions. Only those contract exceptions noted and included in this Exhibit with your submittal will be subject to negotiation. The Authority will require that the Consultant execute the Agreement with its standard terms and conditions, subject to negotiation of listed exceptions. The scope of services, compensation and schedule remain open to negotiation.



Agreement between the San Francisco County Transportation Authority and

**Contractor Name**

**CONTRACT NO. 06/07-###**

This Agreement is made this [insert day] day of [insert month], [insert year], in the City and County of San Francisco, State of California, by and between: [insert name and address of contractor], hereinafter referred to as "Contractor," and the San Francisco County Transportation Authority, a municipal corporation, hereinafter referred to as "Authority."

### RECITALS

WHEREAS, the Authority wishes to secure [insert short description of services required];

WHEREAS, Contractor represents and warrants that it is qualified to perform the services required by Authority as set forth under this Contract; and,

Now, THEREFORE, the parties agree as follows:

#### 1. Term of the Agreement

The term of this Agreement shall be from [insert beginning date: month day, year] to [insert termination date: month day, year].

#### 2. Services Contractor Agrees to Perform

The Contractor agrees to perform the services provided for in Appendix A, "Description of Services," attached hereto and incorporated by reference as though fully set forth herein.

#### 3. Compensation

Compensation shall be made in monthly payments on or before the last day of each month for work, as set forth in Section 2 of this Agreement, that the Authority Executive Director, in his or her sole discretion, concludes has been performed as of the last day of the immediately preceding month. In no event shall the amount of this Agreement exceed [insert whole dollar amount in numbers and words -- no pennies].

The breakdown of costs associated with this Agreement appears in Appendix B, "Calculation of Charges," attached hereto and incorporated by reference as though fully set forth herein.

No charges shall be incurred under this Agreement nor shall any payments become due to Contractor until reports, services, or both, required under this Agreement are received from Contractor and approved by the Executive Director or his designee as being in accordance with this Agreement. Authority may withhold payment to Contractor in any instance in which Contractor has failed or refused to satisfy any material obligation provided for under this Agreement.

In no event shall Authority be liable for interest or late charges for any late payments.

#### **4. Guaranteed Maximum Costs**

- (a) The Authority's obligation hereunder shall not at any time exceed the amount stated in this contract.
- (b) Officers and employees of the Authority are not authorized to request, and the Authority is not required to reimburse the Contractor for, commodities or services beyond the agreed upon contract scope unless the changed scope is authorized by amendment and approved in the same manner as this Agreement.
- (c) Officers and employees of the Authority are not authorized to offer or promise, nor is the Authority required to honor, any offered or promised additional funding in excess of the maximum amount of funding for which the contract is authorized without a contract amendment authorizing additional funding.

#### **5. Payment; Invoice Format**

Invoices furnished by Contractor under this Agreement must be in a form acceptable to the Executive Director. All amounts paid by Authority to Contractor shall be subject to audit by Authority. A sample of the required invoice format appears in Appendix c, "Sample Invoice," attached hereto and incorporated by reference as though fully set forth herein.

Payment shall be made by Authority to Contractor at the address specified in the section entitled "Notices to the Parties."

#### **6. Submitting False Claims; Monetary Penalties**

Pursuant to Government Code sections 12650 et seq., any contractor, subcontractor or consultant who submits a false claim shall be liable to the Authority for three times the amount of damages that the Authority sustains because of the false claim. A contractor, subcontractor or consultant who submits a false claim shall also be liable to the Authority for the costs of a civil action brought to recover any of those penalties or damages, and may be liable to the Authority for a civil penalty for up to \$10,000 for each false claim. A contractor, subcontractor or consultant will be deemed to have submitted a false claim to the Authority if the contractor, subcontractor or consultant: (a) knowingly presents or causes to be presented to an officer or employee of the Authority, a false claim for payment or approval; (b) knowingly makes, uses or causes to be made or used a false record or statement to get a false claim paid or approved by the Authority; (c) conspires to defraud the Authority by getting a false claim allowed or paid by the Authority; (d) has possession, custody, or control of public property or money used or to be used by the Authority and knowingly delivers or causes to be delivered less property than the amount for which the person receives a certificate or receipt; (e) is authorized to make or deliver a document certifying receipt of property used or to be used by the Authority and knowingly makes or delivers a receipt that falsely represent the property used or to be used; (f) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to the Authority; (g) is a beneficiary of an inadvertent submission of a false claim to the Authority, subsequently discovers the falsity of the claim, and fails to disclose the false claim to the Authority within a reasonable time after discovery of the false claim.

#### **7. Disallowance**

If Contractor claims or receives payment from Authority for a service, reimbursement for which is later disallowed by the State of California or United States Government, Contractor shall

promptly refund the disallowed amount to Authority upon Authority's request. At its option, Authority may offset the amount disallowed from any payment due or to become due to Contractor under this Agreement or any other Agreement.

By executing this Agreement, Contractor certifies that Contractor is not suspended, debarred or otherwise excluded from participation in federal assistance programs. Contractor acknowledges that this certification of eligibility to receive federal funds is a material terms of the Agreement.

#### 8. Taxes

- (a) Payment of any taxes, including possessory interest taxes and California sales and use taxes, levied upon or as a result of this Agreement, or the services delivered pursuant hereto, shall be the obligation of Contractor.
- (b) Contractor recognizes and understands that this Agreement may create a "possessory interest" for property tax purposes. Generally, such a possessory interest is not created unless the Agreement entitles the Contractor to possession, occupancy, or use of Authority property for private gain. If such a possessory interest is created, then the following shall apply:
  - (1) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that Contractor, and any permitted successors and assigns, may be subject to real property tax assessments on the possessory interest;
  - (2) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that the creation, extension, renewal, or assignment of this Agreement may result in a "change in ownership" for purposes of real property taxes, and therefore may result in a revaluation of any possessory interest created by this Agreement. Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report on behalf of the Authority to the County Assessor the information required by Revenue and Taxation Code section 480.5, as amended from time to time, and any successor provision.
  - (3) Contractor, on behalf of itself and any permitted successors and assigns, recognizes and understands that other events also may cause a change of ownership of the possessory interest and result in the revaluation of the possessory interest. (see, e.g., Rev. & Tax. Code section 64, as amended from time to time). Contractor accordingly agrees on behalf of itself and its permitted successors and assigns to report any change in ownership to the County Assessor, the State Board of Equalization or other public agency as required by law.
  - (4) Contractor further agrees to provide such other information as may be requested by the Authority to enable the Authority to comply with any reporting requirements for possessory interests that are imposed by applicable law.

#### 9. Payment Does Not Imply Acceptance of Work

The granting of any payment by Authority, or the receipt thereof by Contractor, shall in no way lessen the liability of Contractor to replace unsatisfactory work, equipment, or materials, although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or

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workmanship that do not conform to the requirements of this Agreement may be rejected by Authority and in such case must be replaced by Contractor without delay.

#### **10. Qualified Personnel**

Work under this Agreement shall be performed only by competent personnel under the supervision of and in the employment of Contractor. Contractor will comply with Authority's reasonable requests regarding assignment of personnel, but all personnel, including those assigned at Authority's request, must be supervised by Contractor. Contractor shall commit adequate resources to complete the project within the project schedule specified in this Agreement.

#### **11. Responsibility for Equipment**

Authority shall not be responsible for any damage to persons or property as a result of the use, misuse or failure of any equipment used by Contractor, or by any of its employees, even though such equipment be furnished, rented or loaned to Contractor by Authority.

#### **12. Independent Contractor; Payment of Taxes and Other Expenses**

- (a) **Independent Contractor.** Contractor or any agent or employee of Contractor shall be deemed at all times to be an independent contractor and is wholly responsible for the manner in which it performs the services and work requested by Authority under this Agreement. Contractor or any agent or employee of Contractor is liable for the acts and omissions of itself, its employees and its agents. Nothing in this Agreement shall be construed as creating an employment or agency relationship between Authority and Contractor or any agent or employee of Contractor.

Any terms in this Agreement referring to direction from Authority shall be construed as providing for direction as to policy and the result of Contractor's work only, and not as to the means by which such a result is obtained. Authority does not retain the right to control the means or the method by which Contractor performs work under this Agreement.

- (b) **Payment of Taxes and Other Expenses.** Should Authority, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Contractor is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Contractor which can be applied against this liability). Authority shall then forward those amounts to the relevant taxing authority.

Should a relevant taxing authority determine a liability for past services performed by Contractor for Authority, upon notification of such fact by Authority, Contractor shall promptly remit such amount due or arrange with Authority to have the amount due withheld from future payments to Contractor under this Agreement (again, offsetting any amounts already paid by Contractor which can be applied as a credit against such liability).

A determination of employment status pursuant to the preceding two paragraphs shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Contractor shall not be considered an employee of Authority. Notwithstanding the foregoing, should any court, arbitrator, or administrative authority determine that Contractor is an employee for any other purpose, then Contractor agrees to

a reduction in Authority's financial liability so that Authority's total expenses under this Agreement are not greater than they would have been had the court, arbitrator, or administrative authority determined that Contractor was not an employee.

### 13. Insurance

Without in any way limiting Contractor's liability pursuant to the "Indemnification" section of this Agreement, Contractor must maintain in force, during the full term of the Agreement, insurance in the following amounts and coverages:

- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than \$1,000,000 each accident; and
- (b) Commercial General Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations; and
- (c) Commercial Automobile Liability Insurance with limits not less than \$1,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional Liability Insurance with limits not less than \$2,000,000 per claim. Subconsultants providing professional services under this Agreement shall be added to Consultants policy as additional insured, or shall provide evidence of their own professional liability insurance which is acceptable to the Authority's Executive Director.

Commercial General Liability, Business Automobile Liability and Professional Liability insurance policies must provide the following:

- (a) Name as Additional Insured the San Francisco County Transportation Authority, its Officers, Agents, and Employees; and
- (b) That such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

All policies shall provide thirty days' advance written notice to Authority of cancellation mailed to the following address:

**Ms. Luz Cofresi-Howe**  
**Deputy Director for Finance & Administration**  
**San Francisco County Transportation Authority**  
**100 Van Ness Avenue, FL 26**  
**San Francisco, California 94102-5244**  
**Phone: 415.522.4800**  
**Fax: 415.522.4829**

Should any of the required insurance be provided under a claims-made form, Contractor shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three years beyond the expiration of this Agreement, to the effect that, should occurrences during the contract term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.

Should any required insurance lapse during the term of this Agreement, requests for payments originating after such lapse shall not be processed until the Authority receives satisfactory evidence of reinstated coverage as required by this Agreement, effective as of the lapse date. If insurance is not reinstated, the Authority may, at its sole option, terminate this Agreement effective on the date of such lapse of insurance.

Before commencing any operations under this Agreement, Contractor must furnish to Authority certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to Authority, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon Authority request.

Approval of the insurance by Authority shall not relieve or decrease the liability of Contractor hereunder.

#### **14. Indemnification**

Contractor shall indemnify and save harmless Authority and its officers, agents and employees from, and, if requested, shall defend them against any and all loss, damage, injury, liability, and claims thereof for injury to or death of a person, including employees of Contractor or loss of or damage to property, resulting directly or indirectly from Contractor's performance of this Agreement, including, but not limited to, the use of Contractor's facilities or equipment provided by Authority or others, regardless of the negligence of, and regardless of whether liability without fault is imposed or sought to be imposed on Authority, except to the extent that such indemnity is void or otherwise unenforceable under applicable law in effect on or validly retroactive to the date of this Agreement, and except where such loss, damage, injury, liability or claim is the result of the active negligence or willful misconduct of Authority and is not contributed to by any act of, or by any omission to perform some duty imposed by law or agreement on Contractor, its subcontractors or either's agent or employee.

In addition to Contractor's obligation to indemnify Authority, Contractor specifically acknowledges and agrees that it has an immediate and independent obligation to defend Authority from any claim which actually or potentially falls within this indemnification provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered to Contractor by Authority and continues at all times thereafter.

Contractor shall indemnify and hold Authority harmless from all loss and liability, including attorneys' fees, court costs and all other litigation expenses for any infringement of the patent rights, copyright, trade secret or any other proprietary right or trademark, and all other intellectual property claims of any person or persons in consequence of the use by Authority, or any of its officers or agents, of articles or services to be supplied in the performance of this Agreement.

#### **15. Incidental and Consequential Damages**

Contractor shall be responsible for incidental and consequential damages resulting in whole or in part from Contractor's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that Authority may have under applicable law.

## 16. Liability of Authority

The Authority's payment obligations under this Agreement shall be limited to the payment of the compensation provided for in Section 3 of this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the Authority be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits, arising out of or in connection with this Agreement or the services performed in connection with this Agreement.

## 17. Left blank by agreement of the parties.

## 18. Default; Remedies

- (a) Each of the following shall constitute an event of default ("Event of Default") under this Agreement:
- (1) Contractor fails or refuses to perform or observe any term, covenant or condition contained in any of the following Sections of this Agreement: 7, 9, 14, 23, 29 or 37.
  - (2) Contractor fails or refuses to perform or observe any other term, covenant or condition contained in this Agreement, and such default continues for a period of ten days after written notice thereof from Authority to Contractor.
  - (3) Contractor (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Contractor or of any substantial part of Contractor's property or (v) takes action for the purpose of any of the foregoing.
  - (4) A court or government authority enters an order (A) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Contractor or with respect to any substantial part of Contractor's property, (B) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (C) ordering the dissolution, winding-up or liquidation of Contractor.
- (b) On and after any Event of Default, Authority shall have the right to exercise its legal and equitable remedies, including, without limitation, the right to terminate this Agreement or to seek specific performance of all or any part of this Agreement. In addition, Authority shall have the right (but no obligation) to cure (or cause to be cured) on behalf of Contractor any Event of Default; Contractor shall pay to Authority on demand all costs and expenses incurred by Authority in effecting such cure, with interest thereon from the date of incurrence at the maximum rate then permitted by law. Authority shall have the right to offset from any amounts due to Contractor under this Agreement or any other agreement between Authority and Contractor all damages, losses, costs or expenses incurred by Authority as a result of such Event of Default and any liquidated damages due from Contractor pursuant to the terms of this Agreement or any other agreement.

- (c) All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.

**19. Termination for Convenience**

- (a) Authority shall have the option, in its sole discretion, to terminate this Agreement, at any time during the term hereof, for convenience and without cause. Authority shall exercise this option by giving Contractor written notice of termination. The notice shall specify the date on which termination shall become effective.
- (b) Upon receipt of the notice, Contractor shall commence and perform, with diligence, all actions necessary on the part of Contractor to effect the termination of this Agreement on the date specified by Authority and to minimize the liability of Contractor and Authority to third parties as a result of termination. All such actions shall be subject to the prior approval of Authority. Such actions shall include, without limitation:
  - (1) Halting the performance of all services and other work under this Agreement on the date(s) and in the manner specified by Authority.
  - (2) Not placing any further orders or subcontracts for materials, services, equipment or other items.
  - (3) Terminating all existing orders and subcontracts.
  - (4) At Authority's direction, assigning to Authority any or all of Contractor's right, title, and interest under the orders and subcontracts terminated. Upon such assignment, Authority shall have the right, in its sole discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts.
  - (5) Subject to Authority's approval, settling all outstanding liabilities and all claims arising out of the termination of orders and subcontracts.
  - (6) Completing performance of any services or work that Authority designates to be completed prior to the date of termination specified by Authority.
  - (7) Taking such action as may be necessary, or as the Authority may direct, for the protection and preservation of any property related to this Agreement which is in the possession of Contractor and in which Authority has or may acquire an interest.
- (c) Within 30 days after the specified termination date, Contractor shall submit to Authority an invoice, which shall set forth each of the following as a separate line item:
  - (1) The reasonable cost to Contractor, without profit, for all services and other work Authority directed Contractor to perform prior to the specified termination date, for which services or work Authority has not already tendered payment. Reasonable costs may include a reasonable allowance for actual overhead, not to exceed a total of 10% of Contractor's direct costs for services or other work. Any overhead allowance shall be separately itemized. Contractor may also recover the reasonable cost of preparing the invoice.
  - (2) A reasonable allowance for profit on the cost of the services and other work described in the immediately preceding subsection (1), provided that Contractor can

establish, to the satisfaction of Authority, that Contractor would have made a profit had all services and other work under this Agreement been completed, and provided further, that the profit allowed shall in no event exceed 5% of such cost.

- (3) The reasonable cost to Contractor of handling material or equipment returned to the vendor, delivered to the Authority or otherwise disposed of as directed by the Authority.
  - (4) A deduction for the cost of materials to be retained by Contractor, amounts realized from the sale of materials and not otherwise recovered by or credited to Authority, and any other appropriate credits to Authority against the cost of the services or other work.
- (d) In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
- (e) In arriving at the amount due to Contractor under this Section, Authority may deduct: (1) all payments previously made by Authority for work or other services covered by Contractor's final invoice; (2) any claim which Authority may have against Contractor in connection with this Agreement; (3) any invoiced costs or expenses excluded pursuant to the immediately preceding subsection (d); and (4) in instances in which, in the opinion of the Authority, the cost of any service or other work performed under this Agreement is excessively high due to costs incurred to remedy or replace defective or rejected services or other work, the difference between the invoiced amount and Authority's estimate of the reasonable cost of performing the invoiced services or other work in compliance with the requirements of this Agreement.
- (f) Authority's payment obligation under this Section shall survive termination of this Agreement.

## 20. Rights and Duties Upon Termination or Expiration

- (a) This Section and the following Sections of this Agreement shall survive termination or expiration of this Agreement: 7, 8, 9, 10, 12, 13, 15, 16, 17, 23, 24, 25, 26, 27, 29, 34, 35, 36 and 38.
- (b) Subject to the immediately preceding subsection (a), upon termination of this Agreement prior to expiration of the term specified in Section 1, this Agreement shall terminate and be of no further force or effect. Contractor shall transfer title to Authority, and deliver in the manner, at the times, and to the extent, if any, directed by Authority, any work in progress, completed work, supplies, equipment, and other materials produced as a part of, or acquired in connection with the performance of this Agreement, and any completed or partially completed work which, if this Agreement had been completed, would have been required to be furnished to Authority. This subsection shall survive termination of this Agreement.

and any other appropriate credits to Authority against the cost of the services or other work.

- (d) In no event shall Authority be liable for costs incurred by Contractor or any of its subcontractors after the termination date specified by Authority, except for those costs specifically enumerated and described in the immediately preceding subsection (c). Such non-recoverable costs include, but are not limited to, anticipated profits on this Agreement, post-termination employee salaries, post-termination administrative expenses, post-termination overhead or unabsorbed overhead, attorneys' fees or other costs relating to the prosecution of a claim or lawsuit, prejudgment interest, or any other expense which is not reasonable or authorized under such subsection (c).
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## 21. Conflict of Interest

Through its execution of this Agreement, Contractor acknowledges that it is familiar with the provisions of §87100 et seq. of the Government Code of the State of California, and certifies that it does not know of any facts which constitute a violation of said provisions.

## 22. Proprietary or Confidential Information of Authority

Contractor understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Contractor may have access to private or confidential information which may be owned or controlled by Authority and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to Authority. Contractor agrees that all information disclosed by Authority to Contractor shall be held in confidence and used only in performance of the Agreement. Contractor shall exercise the same standard of care to protect such information as a reasonably prudent contractor would use to protect its own proprietary data.

## 23. Notices to the Parties

Unless otherwise indicated elsewhere in this Agreement, all written communications sent by the parties may be by U.S. mail, e-mail or by fax, and shall be addressed as follows:

To Authority: **Ms. Luz Cofresi-Howe**  
**Deputy Director for Finance and Administration**  
**San Francisco County Transportation Authority**  
**100 Van Ness Ave, FL 26**  
**San Francisco, California 94102-5244**  
**Phone: 415.522.4800**  
**Fax: 415.522.4829**  
**E-mail: luz.cofresi-howe@sfcta.org**

To Contractor: **[Contractor name, mailing address, phone number, fax number, and e-mail address]**

Any notice of default must be sent by registered mail.

## 24. Ownership of Results

Any interest of Contractor or its Subcontractors, in drawings, plans, specifications, blueprints, studies, reports, memoranda, computation sheets, computer files and media or other documents prepared by Contractor or its subcontractors in connection with services to be performed under this Agreement, shall become the property of and will be transmitted to Authority. However, Contractor may retain and use copies for reference and as documentation of its experience and capabilities.

## 25. Works for Hire

If, in connection with services performed under this Agreement, Contractor or its subcontractors create artwork, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, blueprints, source codes or any other original works of authorship, such works of authorship shall be works for hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of the Authority. If it is ever determined that any works created by Contractor or its subcontractors under this Agreement

are not works for hire under U.S. law, Contractor hereby assigns all copyrights to such works to the Authority, and agrees to provide any material and execute any documents necessary to effectuate such assignment. With the approval of the Authority, Contractor may retain and use copies of such works for reference and as documentation of its experience and capabilities.

**26. Audit and Inspection of Records**

Contractor agrees to maintain and make available to the Authority, during regular business hours, accurate books and accounting records relating to its work under this Agreement. Contractor will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

**27. Subcontracting**

Contractor is prohibited from subcontracting this Agreement or any part of it unless such subcontracting is first approved by Authority in writing. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. An agreement made in violation of this provision shall confer no rights on any party and shall be null and void.

**28. Assignment**

The services to be performed by Contractor are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by the Contractor unless first approved by Authority by written instrument executed and approved in the same manner as this Agreement.

**29. Non-Waiver of Rights**

The omission by either party at any time to enforce any default or right reserved to it, or to require performance of any of the terms, covenants, or provisions hereof by the other party at the time designated, shall not be a waiver of any such default or right to which the party is entitled, nor shall it in any way affect the right of the party to enforce such provisions thereafter.

**30. Drug-Free Workplace Policy**

Contractor acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on Authority premises. Contractor agrees that any violation of this prohibition by Contractor, its employees, agents or assigns will be deemed a material breach of this Agreement.

**31. Compliance with Americans with Disabilities Act**

Contractor acknowledges that, pursuant to the Americans with Disabilities Act (ADA), programs, services and other activities provided by a public entity to the public, whether directly or through a contractor, must be accessible to the disabled public. Contractor shall provide the services specified in this Agreement in a manner that complies with the ADA and any and all other

will permit Authority to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to all other matters covered by this Agreement, whether funded in whole or in part under this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three years after final payment under this Agreement or until after final audit has been resolved, whichever is later. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon Authority by this Section.

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applicable federal, state and local disability rights legislation. Contractor agrees not to discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Contractor, its employees, agents or assigns will constitute a material breach of this Agreement.

### **32. Modification of Agreement**

This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.

### **33. Agreement Made in California; Venue**

The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.

### **34. Construction**

All paragraph captions are for reference only and shall not be considered in construing this Agreement.

### **35. Entire Agreement**

This contract sets forth the entire Agreement between the parties, and supersedes all other oral or written provisions. This contract may be modified only as provided in Section 32.

### **36. Compliance with Laws**

Contractor shall keep itself fully informed of all local laws and regulations applicable to the Authority, and of all state, and federal laws in any manner affecting the performance of this Agreement, Contractor must at all times comply with such local laws and regulations and all applicable state and federal laws as they may be amended from time to time.

### **37. Severability**

Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.

### **38. Disadvantaged Business Enterprise/Local Business Enterprise Utilization**

Contractor has read, understood, and agrees to comply fully with all provisions of the Authority's Disadvantaged Business Enterprise/Local Business Enterprise Policy, and all rules and regulations adopted by Authority pursuant to those provisions (hereinafter "Disadvantaged Business Enterprise/Local Business Enterprise Policy"). Said provisions are incorporated herein by reference and made part of this Agreement as though fully set forth.

Any willful failure by Contractor to comply with any of the requirements of the Authority's Disadvantaged Business Enterprise/Local Business Enterprise Policy shall be deemed a material breach of contract.

### **39. Nondiscrimination**

In performance of this Agreement, Contractor agrees not to discriminate against any employee, Authority employee working with Contractor, or applicant for employment with Contractor on the basis of sex, race, national origin, religion, color, pregnancy, ancestry, age, marital status or physical disability.

### **40. Nondiscrimination in Benefits**

Contractor has read, understood, and agrees to comply fully with all provisions of the Authority's Equal Benefits Policy, and all rules and regulations adopted by Authority pursuant to those provisions (hereinafter "Equal Benefits Policy"). The Authority's Equal Benefits Policy is incorporated herein by reference and made part of this Agreement as though fully set forth.

Any willful failure by Contractor to comply with any of the requirements of the Equal Benefits Policy shall be deemed a material breach of contract.

### **41. Administrative Remedy for Agreement Interpretation**

Should any question arise as to the meaning and intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the Authority Executive Director, who shall decide the true meaning and intent of the Agreement.

### **42. Prompt Progress Payment to Subconsultants**

A prime consultant or subconsultant shall pay to any subconsultant not later than 10 days of receipt of each progress payment, in accordance with the provision in Section 7108.5 of the California Business and Professions Code concerning prompt payment to subconsultants. The 10-day period is applicable unless a longer period is agreed to in writing. Any delay or postponement of payment over 30-days may take place only for good cause and with Authority's prior written approval. Any violation of Section 7108.5 shall subject the violating consultant or subconsultant to the penalties, sanctions, and other remedies of that Section. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies, otherwise available to the consultant or subconsultant in the event of a dispute involving a late payment or nonpayment by the consultant, deficient subconsultant performance, and/or noncompliance by a subconsultant. This clause applies to both DBE and non-DBE subconsultants.

### **43. Prompt Payment of Withheld Funds to Subconsultants**

No retainage will be held by the agency from progress payments due to the prime contractor. Prime contractors and subcontractors are prohibited from holding retainage from subcontractors. Any delay or postponement of payment may take place only for good cause and with the agency's prior written approval. Any violation of these provisions shall subject the violating contractor or subcontractor to the penalties, sanctions, and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the contractor, deficient subcontractor performance, and/or noncompliance by a subcontractor. This clause applies to both DBE and non-DBE subcontractors.

WITNESS WHEREOF, the parties hereto have executed this Agreement on the day first mentioned above.

AUTHORITY

CONTRACTOR

Recommended by:

\_\_\_\_\_  
Tilly Chang  
Deputy Director for Planning  
San Francisco County Transportation Authority

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Contractor Signatory  
Printed Name

Approved by:

\_\_\_\_\_  
Authorized Contractor Signatory Title  
Title

\_\_\_\_\_  
José Luis Moscovich  
Executive Director  
San Francisco County Transportation Authority

\_\_\_\_\_  
Contractor Name  
Company Name

\_\_\_\_\_  
Contractor Address  
Address

\_\_\_\_\_  
Contractor City, State, ZIP  
City, State, ZIP

\_\_\_\_\_  
XXX.XXX.XXXX  
Phone Number

\_\_\_\_\_  
XX-XXXXXXXXXX  
Federal Employer ID or Social Security Number

\_\_\_\_\_  
Tilly Chang  
Deputy Director for Planning  
San Francisco County Transportation Authority

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Authorized Contractor Signatory  
Printed Name

Approved by:

\_\_\_\_\_  
Authorized Contractor Signatory Title  
Title

\_\_\_\_\_  
José Luis Moscovich  
Executive Director  
San Francisco County Transportation Authority

\_\_\_\_\_  
Contractor Name  
Company Name

\_\_\_\_\_  
Contractor Address  
Address

\_\_\_\_\_  
Contractor City, State, ZIP  
City, State, ZIP

\_\_\_\_\_  
XXX.XXX.XXXX  
Phone Number

\_\_\_\_\_  
XX-XXXXXXXXXX  
Federal Employer ID or Social Security Number

## Exhibit D – Terminated Contracts

Proposers must provide a list of contracts terminated (partially or completely) by clients for convenience or default within the past three (3) years. For each contract, the list must include the following information:

- Contract number
- Contract value
- Description of work
- Sponsoring organization name
- Sponsoring organization key contact information, including name, title and current telephone number

## APPENDICES

- A. Services to be Provided by Contractor
- B. Calculation of Charges
- C. Sample Contractor's Invoice
- D. Authority Functional Chart

## Appendix A

### Services to be Provided by Contractor

#### I. Description of Services

Contractor agrees to perform said services all in accordance with the terms of its proposal dated [insert date of proposal], incorporated by reference as though fully set forth herein.

#### II. Reports

Contractor shall submit written reports as requested by Authority. Authority shall determine format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement. The reports, including any copies, shall be submitted on recycled paper and printed on double-sided pages to the maximum extent possible. Contractor shall submit, with each invoice, a brief report on the worked performed and charged to the invoice.

#### III. Department Liaison

In performing the services provided for in this Agreement, Contractor's liaison with Authority will be

Ms. Tilly Chang  
Deputy Director for Planning  
San Francisco County Transportation Authority  
100 Van Ness Ave, FL 26  
San Francisco, California 94102-5244  
Phone: 415.522.4832  
Fax: 415.522.4829  
E-mail: [tilly.chang@sfcta.org](mailto:tilly.chang@sfcta.org)

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E-mail: [tilly.chang@sfcta.org](mailto:tilly.chang@sfcta.org)

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**Appendix B**  
**Calculation of Charges**

Cost data and pricing matrix

**Appendix C**  
**Sample Contractor's Invoice**  
**Must Be On Contractor Letterhead**

<b>CONTRACT REFERENCE INFORMATION</b>	
<b>PURPOSE:</b>	<i>Add Type of Contract Service/Scope Here</i>
<b>PERIOD OF CONTRACT PERFORMANCE:</b>	<i>MMM DD, YYYY to MMM DD, YYYY</i>
<b>CONTRACT NO.:</b>	<b>06/07-06</b>
<b>TASK ORDER No.:</b>	<b>TO #X</b>
<b>TOTAL CONTRACT AMOUNT (PLUS AMENDMENTS):</b>	<b>\$ XXX,XXX</b>

**DATE OF INVOICE:** MMM DD, YYYY  
**INVOICE NO.:** (enter contractor's invoice number here)  
**PERIOD INVOICED:** MMM DD, YYYY to MMM DD, YYYY

**CHARGES**

**LABOR**

HOURS	Task 1	Task 2	Task X	Total Hours	Hourly Rate	Total Charges
<b>FIRM A</b>						
Person 1						
Person 2						
<b>FIRM B</b>						
Person 1						
Person 2						
<b>TOTAL LABOR</b>						<b>\$ XX,XXX</b>

**MATERIALS/DIRECT EXPENSES** (attach supporting documentation) **\$XXX,XXX**

**TOTAL, THIS INVOICE** **\$ZZZ,ZZZ**

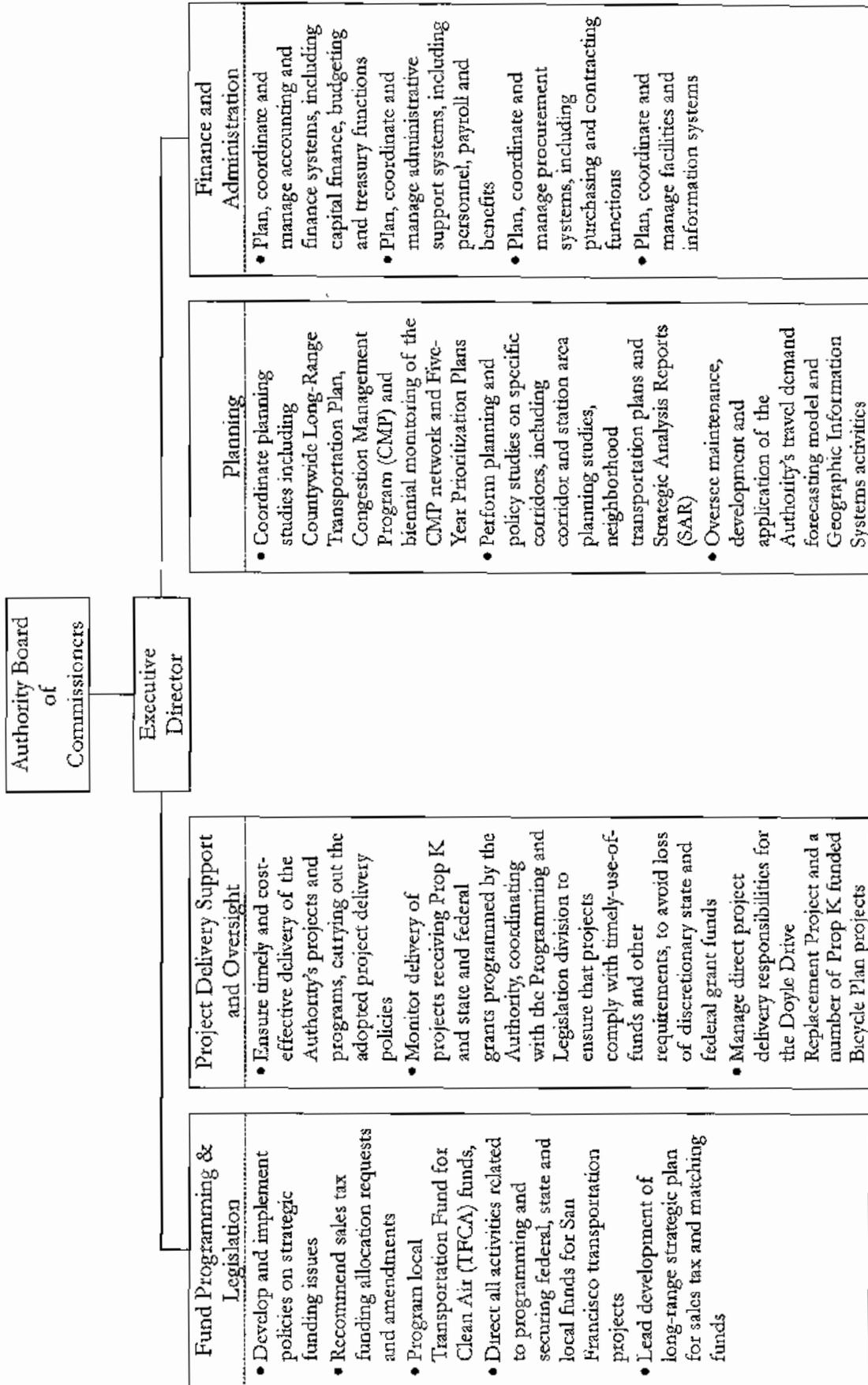
~~~~~  
**TOTAL CONTRACT VALUE** **\$ XXX,XXX**

**LESS INVOICED TO DATE** **\$YYXXYX**

**BALANCE OF CONTRACT** **\$XZZZZZ**

Submitted by: (original signature in blue ink)  
(name and title of authorized contractor representative)

## Appendix D – Authority Functional Chart



**Attachment C  
Bi-County Transportation Study  
Sample Inter-Agency Invoice**

|                                        |                                                                                                                    |
|----------------------------------------|--------------------------------------------------------------------------------------------------------------------|
| <b>AGREEMENT REFERENCE INFORMATION</b> |                                                                                                                    |
| <b>PURPOSE:</b>                        | Transportation Planning Services<br>[for SF Redevelopment Agency, will reference Hunters Point Redevelopment Area] |
| <b>PERIOD OF PERFORMANCE:</b>          | January 20, 2006 to April 20, 2006                                                                                 |
| <b>NO.:</b>                            | #06/07-23                                                                                                          |
| <b>AMOUNT:</b>                         | \$ 175,000                                                                                                         |

**INVOICE**

**DATE:** January 31, 2006  
**INVOICE NO.:** ##  
**PERIOD INVOICED:** January 20 to January 31, 2006

**CHARGES**

Agency Contribution Percentage: XX%

|                                              | Task 1 | Task 2 | Task 3 | Total Charges |
|----------------------------------------------|--------|--------|--------|---------------|
| Total Consultant Services Billed This Period |        |        |        | \$XX,XXX.XX   |
| Amount Attributable to Agency                |        |        |        | \$YY,YYY.YY   |

**TOTAL, THIS INVOICE** \$ YY,YYY.YY

**INVOICED TO DATE** \$YY,YYX.ZZ

**OUTSTANDING** (invoiced but not received as of invoice date) \$XY,ZXY.ZZ

**TOTAL OUTSTANDING** (outstanding plus current invoice) \$ZX,ZZX.ZZ

Submitted by: original signature in blue ink  
 (name and title of authorized agency representative)

## **RESOLUTION NO. 07-32**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE CHAIR TO SIGN AND EXECUTE A MEMORANDUM OF AGREEMENT FOR THE BI-COUNTY TRANSPORTATION STUDY BETWEEN SAN FRANCISCO COUNTY TRANSPORTATION AUTHORITY, CITY AND COUNTY OF SAN FRANCISCO, SAN FRANCISCO REDEVELOPMENT AGENCY, C/CAG, PENINSULA CORRIDOR JOINT POWERS BOARD, SAN MATEO COUNTY TRANSIT DISTRICT, SAN MATEO COUNTY TRANSPORTATION AUTHORITY, CITY OF BRISBANE, AND CITY OF DALY CITY FOR POTENTIAL IMPROVEMENTS IN THE VICINITY ALONG US101 FROM I-280 IN SAN FRANCISCO TO SIERRA POINT PARKWAY IN SAN MATEO COUNTY FOR A TOTAL AMOUNT OF \$200,000 AND AN AMOUNT NOT TO EXCEED \$40,000 FROM C/CAG**

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

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

**WHEREAS**, C/CAG is cooperating with San Francisco County and San Mateo County agencies stated above and participating in the Study Team responsible for managing the Project; and

**WHEREAS**, C/CAG is part of the Interagency Committee comprised of representatives from the above mentioned San Francisco and San Mateo County agencies in addition to the Mayor's Office for Economic Development – City of San Francisco, San Francisco City/County Planning Department, San Francisco Municipal Transportation Agency, and San Francisco Department of Public Works; and

**WHEREAS**, the San Francisco Transportation Authority is acting as the contracting entity for consultant services; and

**NOW THEREFORE BE IT RESOLVED**, that the C/CAG Board Chair is hereby authorized to sign the Memorandum of Agreement for and on behalf of the C/CAG Board, with the above referenced San Francisco and San Mateo County agencies, for the above-stated purpose, subject to final approval by C/CAG Legal Counsel.

**PASSED, APPROVED AND ADOPTED THIS 11<sup>TH</sup> DAY OF OCTOBER 2007.**

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*Deborah C. Gordon, Chair*

## C/CAG AGENDA REPORT

Date: October 11, 2007  
TO: C/CAG Board of Directors  
From: Richard Napier, Executive Director - C/CAG  
Subject: Review and approval of the 2008 C/CAG Board Calendar

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

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### **Recommendation:**

Review and approve the 2008 schedule for the monthly Board meetings.

### **Fiscal Impact:**

None.

### **Background/Discussion:**

The following schedule for the 2008 Board meetings is proposed:

January 10  
February 14  
March 13  
April 10  
May 8  
June 12  
July - No meeting  
August 14  
September 11  
October 9 - No meeting  
November 13  
December 11



# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier  
**Subject:** Review and approval of Resolution 07-30 expressing appreciation to Maureen Brooks for her dedicated service to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC).

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

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## **RECOMMENDATION**

That the C/CAG Board review and adopt Resolution 07-30 expressing appreciation to Maureen Brooks for her dedicated service to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC).

## **FISCAL IMPACT**

Not applicable.

## **SOURCE OF FUNDS**

Not applicable.

## **BACKGROUND/DISCUSSION**

Maureen Brooks served on the C/CAG BPAC for the maximum three two-year terms. In addition, Ms. Brooks has donated much of her personal time in digitizing the San Mateo County bicycle routes into GIS format.

## **ATTACHMENTS**

Resolution 07-30.



# C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
OF SAN MATEO COUNTY

*Atherton • Belmont • Brisbane • Burlingame • Colma • Daly City • Menlo Park • 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*

## **RESOLUTION 07-30**

\*\*\*\*\*

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE  
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF  
SAN MATEO COUNTY (C/CAG) EXPRESSING APPRECIATION TO  
MAUREEN BROOKS  
FOR HER DEDICATED SERVICE TO THE C/CAG BICYCLE AND PEDESTRIAN ADVISORY  
COMMITTEE (BPAC)**

\*\*\*\*\*

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

**Whereas**, Maureen Brooks has served as a BPAC Member for three consecutive two-year terms and has volunteered her services to the BPAC prior to her formal BPAC membership appointment, and,

**Whereas**, Maureen Brooks has been a Vice-Chair for the BPAC and has served on the BPAC, representing bicycle and pedestrian interests, for all these years; and,

**Whereas**, Maureen Brooks has been the leader in digitizing the San Mateo County Bicycle Routes into GIS format; and,

**Whereas**, during that time, Maureen Brooks, dedicated her services to the people of San Mateo County through her active participation on the C/CAG BPAC; and,

**Now, therefore**, the Board of Directors of C/CAG hereby resolves that C/CAG expresses its appreciation to Maureen Brooks for her years of dedicated public service, and wishes her happiness and success in the future.

**PASSED, APPROVED, AND ADOPTED THIS 11<sup>TH</sup> DAY OF OCTOBER, 2007.**

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*Deborah C. Gordon, Chair*



# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** C/CAG Board of Directors  
**From:** Richard Napier  
**Subject:** Review and approval of Resolution 07-33 authorizing the C/CAG Chair to execute an amended Fiscal Year 2007/2008 Transportation Fund for Clean Air (TFCA) Expenditure Program to redirect the \$41,000 from the Menlo Park Shuttle Project to the Peninsula Traffic Congestion Relief Alliance for the County-wide Voluntary Trip Reduction Program.

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve Resolution 07-33 authorizing the C/CAG Chair to execute an amended Fiscal Year 2007/2008 Transportation Fund for Clean Air (TFCA) Expenditure Program to redirect the \$41,000 from the Menlo Park Shuttle Project to the Peninsula Traffic Congestion Relief Alliance for the County-wide Voluntary Trip Reduction Program.

## **FISCAL IMPACT**

The revised Expenditure Program only relates to the redirection of the \$41,000 originally programmed for the Menlo Park Shuttle Project to the Peninsula Traffic Congestion Relief Alliance County-wide Voluntary Trip Reduction Program.

## **SOURCE OF FUNDS**

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

## **BACKGROUND/DISCUSSION**

At the April 12, 2007 C/CAG Board of Directors meeting the Board approved the FY 2007/2008 Expenditure Program for the TFCA Program. One of the approved projects was the Menlo Park

**ITEM 4.9**

Midday Shuttle. As part of the TFCA Program, project sponsors must complete cost effectiveness worksheets that calculate the cost of particulate matter removal. The cost effectiveness must be less than \$90,000 per ton in order for eligible projects to be approved by the Air District.

Staff learned from the Air District that there was an error in the worksheet and the originally submitted project did not make the \$90,000 per ton threshold. At the August 9, 2007 C/CAG Board meeting the Board approved a revised expenditure program for a new Menlo Park shuttle project. Staff learned that the Air District will not provide an answer as to whether the revised Menlo Park Shuttle Project is being recommended for approval and the decision by the Air District will not be available until November or December of 2007. Staff is concerned that the \$41,000 in unallocated funds may be lost to the Air District. As a result, staff now believes a safer course of action will be to allocate the \$41,000 that was originally for a Menlo Park Shuttle Project to the Alliance. The originally approved amount for the Menlo Park Midday Shuttle was \$41,000 for FY 2007/2008. The revised expenditure program will be for the Alliance to receive \$41,000 towards the County-wide Voluntary Trip Reduction Program. Staff plans to come back to the C/CAG Board in November to request for the exchange of the Congestion Relief Program funding for the Alliance. The proposed exchange would be to take \$41,000 from the \$550,000 budgeted Congestion Relief Program Funds from the Alliance to the City of Menlo Park for the Marsh Road and Willow Road Shuttles.

#### **ATTACHMENTS**

- Resolution 07-33

## **RESOLUTION 07-33**

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AMENDED FISCAL YEAR 2007/2008 TRANSPORTATION FUND FOR CLEAN AIR (TFCA) EXPENDITURE PROGRAM TO REDIRECT THE \$41,000 FROM THE MENLO PARK SHUTTLE PROJECT TO THE PENINSULA TRAFFIC CONGESTION RELIEF ALLIANCE FOR THE COUNTY-WIDE VOLUNTARY TRIP REDUCTION PROGRAM.**

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

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

**WHEREAS**, the City/County Association of Governments will act as the Program Manager for approximately \$1,029,000, of TFCA funded projects; and,

**WHEREAS**, the approximate \$1,029,000 funding is to be adjusted to the actual amount when it becomes available, and to be incorporated into individual contracts; and,

**WHEREAS**, C/CAG desires to revise the originally submitted Expenditure Program with a new Peninsula Traffic Congestion Relief Alliance County-wide Voluntary Trip Reduction Program; and

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

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Staff is authorized to submit the revised 2007-08 Expenditure Program for the San Mateo County TFCA Program to the Bay Area Air Quality Management District.

**PASSED, APPROVED, AND ADOPTED THIS 11<sup>th</sup> DAY OF OCTOBER 2007.**

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Deborah C. Gordon, Chair



# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and Approval of Legislative Scorecard  
For 2007-08 Legislative Session – First Year

(For further information contact Diana Shu at 599-1414)

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## **RECOMMENDATION**

Review and Approval of Legislative Scorecard For Fall 2007-08 Legislative Session in accordance with staff recommendations.

## **FISCAL IMPACT**

None.

## **SOURCE OF FUNDS**

Not applicable.

## **BACKGROUND/DISCUSSION**

Attached report is a summary of the 2007-08 Legislative Votes by Senators Simitian and Yee, and Assembly Members Ma, Mullin, and Ruskin.

Calculations were based on the number of times an individual voted for a particular bill. One support point was scored if a “yes” vote was logged for bills supported by C/CAG and one support point was scored if a “no” vote was logged for bills that was opposed by C/CAG. Similarly an oppose point was scored if the individual voted against C/CAG’s position. Absent votes were not scored.

Note that this method of scoring does not give sufficient recognition to delegates who have sponsored bills on C/CAG’s behalf:

SB 613 – reauthorization of AB 1546 was sponsored by Simitian, and co sponsored by Yee, Ruskin, Mullin and Ma.

AB 468 – AVA bill was sponsored by Ruskin and supported by Simitian and Ma at the hearings.

**ITEM 5.1.1**

SB 451- Net metering was sponsored by Simitian

SB 279 – Parking on a State Highway was sponsored by Yee

Staff recommends that additional points be given for sponsoring or co sponsoring a bill.

**ATTACHMENTS**

1. Fall 2007-2008 Scorecard and voting record on various bills of interest to C/CAG.

**ALTERNATIVE**

1. Approval of Legislative Scorecard For Fall 2007-08 Legislative Session in accordance with staff recommendations.
2. Approval of Legislative Scorecard For Fall 2007-08 Legislative Session with modifications.
3. Take no Action

C/CAG LEGISLATIVE PRIORITIES FOR 2007 FALL SCORECARD

| No                                           | Prop | Relevant Bills | Description                                                          | C/CAG   | MTC | LOCC | CSAC    | Me | Mullin | Rusk | Simittan | Status of Bill |
|----------------------------------------------|------|----------------|----------------------------------------------------------------------|---------|-----|------|---------|----|--------|------|----------|----------------|
|                                              |      | SCA 12         | Eliminate 2/3 majority vote for stormwater                           | S       |     | W    | S       | 1  | 2      | 1    |          | 1st Floor      |
|                                              |      | AB 239         | Recording fees: Contra Costa and San Mateo Counties                  | S       |     |      |         | 1  |        |      |          | 2 yr           |
|                                              |      | AB 1254        | Property tax revenue allocations: ERAF reduction: affordable housing | S       |     |      |         | 1  |        |      |          | 2 yr           |
|                                              |      | AB 468         | Abandoned Vehicle Abatement                                          | S       |     |      |         | 3  | 2      | 3    | 2        | 1 Enrolled     |
|                                              |      | SB 279         | State highways: public nuisance.                                     | S       |     |      |         | 1  | 1      | 2    | 0        | 3 Chaptered    |
|                                              |      | SB 613         | Reauthorization of \$4 motor vehicle fee                             | S       |     |      |         | 2  | 1      | 2    | 2        | 1 Enrolled     |
|                                              | 1B   | SB 286         | Local streets and roads                                              | S       |     | S    | S       |    |        | 1    | 4        | 3 2 yr         |
|                                              |      | SB 303         | Housing element law                                                  | pending |     | O    | pending |    |        |      |          | 2 yr           |
|                                              |      | ACA 8          | Eminent Domain                                                       | S       |     | S    | S       | 2  | 1      | 1    |          | 1st floor      |
|                                              |      | AB 887         | Eminent Domain                                                       | S       |     |      |         | 1  | 1      | 1    |          | 2 yr           |
| Total votes cast                             |      |                |                                                                      |         |     |      |         | 11 | 8      | 11   | 8        | 8              |
| Total votes cast in favor of C/CAG Positions |      |                |                                                                      |         |     |      |         | 11 | 8      | 11   | 8        | 8              |
| Total votes cast against C/CAG Positions     |      |                |                                                                      |         |     |      |         | 0  | 0      | 0    | 0        | 0              |

Percent in support of C/CAG position

100% 100% 100% 100% 100%

S = Support O = Oppose W = Watch

Scores (+1) votes in support  
Scores (-1) votes in opposition  
Scores (A) votes if absent

C/CAG LEGISLATIVE PRIORITIES FOR 2007 FALL SCORECARD

| No                                           | Prop | Relevant Bills | Description                                                          | C/CAG   | MTC | LOCC | CSAC    | Me |
|----------------------------------------------|------|----------------|----------------------------------------------------------------------|---------|-----|------|---------|----|
|                                              |      | SCA 12         | Eliminate 2/3 majority vote for stormwater                           | S       |     | W    | S       |    |
|                                              |      | AB 239         | Recording fees: Contra Costa and San Mateo Counties                  | S       |     |      |         | 1  |
|                                              |      | AB 1254        | Property tax revenue allocations: ERAF reduction: affordable housing | S       |     |      |         | 1  |
|                                              |      | AB 468         | Abandoned Vehicle Abatement                                          | S       |     |      |         | 3  |
|                                              |      | SB 279         | State highways: public nuisance.                                     | S       |     |      |         | 1  |
|                                              |      | SB 613         | Reauthorization of \$4 motor vehicle fee                             | S       |     |      |         | 2  |
|                                              | 1B   | SB 286         | Local streets and roads                                              | S       |     | S    | S       |    |
|                                              |      | SB 303         | Housing element law                                                  | pending |     | O    | pending |    |
|                                              |      | ACA 8          | Eminent Domain                                                       | S       |     | S    | S       | 2  |
|                                              |      | AB 887         | Eminent Domain                                                       | S       |     |      |         | 1  |
| Total votes cast                             |      |                |                                                                      |         |     |      |         | 11 |
| Total votes cast in favor of C/CAG Positions |      |                |                                                                      |         |     |      |         | 11 |
| Total votes cast against C/CAG Positions     |      |                |                                                                      |         |     |      |         | 0  |

Percent in support of C/CAG position

100% 100%

S = Support O = Oppose W = Watch

Scores (+1) votes in support  
Scores (-1) votes in opposition  
Scores (A) votes if absent

**C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update**

| No                                                                                                                      | Prop<br>Relevant<br>Bills | Description                                                                     | C/CAG   | MTC | LOCC | CSAC | Votes |        |         |          | Status of Bill   |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------|---------------------------------------------------------------------------------|---------|-----|------|------|-------|--------|---------|----------|------------------|
|                                                                                                                         |                           |                                                                                 |         |     |      |      | Ma    | Mullin | Ruskina | Simktian |                  |
| <p><b>Priority of increased funding</b></p> <p><b>ABP secure stable funding to pay for increased NPDES mandates</b></p> |                           |                                                                                 |         |     |      |      |       |        |         |          |                  |
| <p>1.1 Primary focus on maximizing funds from the adopted infrastructure bonds.</p>                                     |                           |                                                                                 |         |     |      |      |       |        |         |          |                  |
| 84                                                                                                                      | AB 1297                   | Regional water management                                                       |         |     | S    |      |       | +      |         |          | Dead             |
| 84                                                                                                                      | AB 1315                   | Flood protection                                                                |         |     | S    |      |       |        |         |          | Dead             |
| 84                                                                                                                      | SB 732                    | Safe Drinking Water, Water Quality and Supply, Flood Control, River and Coastal |         |     | S    |      | 1     | 1      | 3       |          | 3 2yr (inactive) |
| LE                                                                                                                      | SB5                       | Flood management                                                                |         |     | S    |      |       | 2      | 2       | 1        | 4 2 yr           |
|                                                                                                                         | AB 1338                   | Local coastal programs: nonpoint source pollution                               | pending |     | S    |      |       | 3      | 2       | 1        | 2 yr             |

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

1.2 Support efforts to exempt NPDES from the super majority voting requirements

| SCA 12 | Eliminate 2/3 majority vote for stormwater | S | W | S | 1st Floor |
|--------|--------------------------------------------|---|---|---|-----------|
|        |                                            |   |   |   |           |

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

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

1.5 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.

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

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

1.8 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 2007 September Update

| No                                                                                                                                                                        | Prop | Relevant Bills | Description                                                                                              | C/CAG | MTC | LOCC | CSAC | CALCOG | Votes |        |        |         | Status of Bill |          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|----------------|----------------------------------------------------------------------------------------------------------|-------|-----|------|------|--------|-------|--------|--------|---------|----------------|----------|
|                                                                                                                                                                           |      |                |                                                                                                          |       |     |      |      |        | Ma    | Mullin | Ruskin | Simitan |                | Ye       |
| <p>Priority #2 Preserve Funding<br/>                     Protect against the diversion of local revenues including the protection of redevelopment funds and programs</p> |      |                |                                                                                                          |       |     |      |      |        |       |        |        |         |                |          |
| 2.1                                                                                                                                                                       |      |                | Support League and CSAC Initiative to protect local revenues including interpretation and implementation |       |     |      |      |        |       |        |        |         |                |          |
|                                                                                                                                                                           |      | AB 1256        | <del>housing density bonus</del>                                                                         |       |     |      |      |        |       |        |        |         |                | Dead     |
|                                                                                                                                                                           |      | AB 1449        | <del>housing density bonus</del>                                                                         |       |     |      |      |        |       |        |        |         |                | Dead     |
|                                                                                                                                                                           |      | AB 1091        | TOD Implementation                                                                                       |       |     |      |      |        | 4     | 3      | 2      | 4       | 4              | Enrolled |

2.2 The 20% redevelopment housing set aside is the primary source of housing funds for cities and counties and must be protected and preserved.

2.3 ADDED Legislation supported by CCAG

|  |         |  |                                                                       |    |  |  |  |  |   |   |   |   |   |           |
|--|---------|--|-----------------------------------------------------------------------|----|--|--|--|--|---|---|---|---|---|-----------|
|  | AB 23   |  | <del>Pedestrian Countdown Near-Schools or Senior Centers</del>        | \$ |  |  |  |  |   |   |   |   |   | Dead      |
|  | AB 239  |  | Recording fees; Contra Costa and San Mateo Counties                   | \$ |  |  |  |  | 1 | 2 | 1 |   |   | 2 yr      |
|  | AB 1493 |  | <del>Affordable Housing Inevolution-Fund; housing trust fund</del>    | \$ |  |  |  |  |   |   |   |   |   | Dead      |
|  | AB 1254 |  | Property tax revenue allocations; ER/AF reduction; affordable housing | \$ |  |  |  |  | 1 |   |   |   |   | 2yr       |
|  | AB 468  |  | Abandoned Vehicle Abatement                                           | \$ |  |  |  |  | 3 | 2 | 3 | 2 | 1 | Enrolled  |
|  | SB 279  |  | State highways; public nuisance.                                      | \$ |  |  |  |  | 1 | 1 | 2 | 0 | 3 | Chartered |
|  | SB 613  |  | Reauthorization of \$4 motor vehicle fee                              | \$ |  |  |  |  | 2 | 1 | 2 | 2 | 1 | Enrolled  |

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

C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update

| No | Prop | Relevant Bills | Description | C/CAG | MTC | LOCC | CSAC | CALCOG | Ma | Rusk | Sim | Yg | Status of Bill |
|----|------|----------------|-------------|-------|-----|------|------|--------|----|------|-----|----|----------------|
|----|------|----------------|-------------|-------|-----|------|------|--------|----|------|-----|----|----------------|

Priority #2 Preserve Funding  
 Protect against the diversion of local revenues including the protection of redevelopment funds and programs.

2.4 ADDED Implementation of 2006 Bond Funds, Prop 1A, 1B, 1C

|        |         |  |                                                   |   |   |    |  |  |   |   |   |   |          |
|--------|---------|--|---------------------------------------------------|---|---|----|--|--|---|---|---|---|----------|
| 1B     | AB 442  |  | Project Delivery deadlines                        |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1B     | AB 995  |  | Allocation of proceeds                            |   |   | \$ |  |  | 2 | 1 | 2 | 3 | 3 2yr    |
| 1B     | AB 1170 |  | Eligibility and application of funds              |   |   | \$ |  |  | 3 | 2 | 3 | 4 | Suspense |
| 1B     | AB 1227 |  | Local Streets and Roads                           |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1B     | AB 1351 |  | Priority to self help counties                    |   |   | \$ |  |  | 2 | 1 | 2 | 2 | Suspense |
| 1B     | AB 1672 |  | Implementation                                    |   |   | \$ |  |  | 3 | 2 | 3 | 3 | Enrolled |
| 1B     | SB 9    |  | Trade corridors                                   |   |   | \$ |  |  |   | 1 | 4 | 3 | Suspense |
| 1B     | SB 47   |  | Allocation of bond proceeds                       |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1B     | SB 286  |  | Local streets and roads                           | S |   | \$ |  |  |   | 1 | 4 | 3 | 2 yr     |
| 1B     | SB 748  |  | Implementation State and Local Partnerships       |   | S | \$ |  |  |   | 1 | 3 | 3 | 2 yr     |
| 1C     | AB 29   |  | Infill incentive                                  |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1C     | AB 792  |  | Allocation of \$100 M in housing-innovation funds |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1C     | AB 1231 |  | Infill development and incentive grants           |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1C     | AB 1675 |  | TOD implementation                                |   |   | \$ |  |  |   |   |   |   |          |
| 1C     | SB 46   |  | Implementation                                    |   |   | \$ |  |  | 1 | 4 | 4 | 3 | 2yr      |
| 1C, 84 | SB 292  |  | Allocation criteria                               |   |   | \$ |  |  |   | 1 | 4 | 1 | Dead     |
| 1C     | SB 303  |  | Housing element law                               | O |   | \$ |  |  |   |   |   |   | pending  |
| 1C     | SB 522  |  | Infill incentives                                 |   |   | \$ |  |  |   |   |   |   | Dead     |
| 1C     | SB 546  |  | Housing levels                                    |   |   | \$ |  |  | 1 | 1 | 1 | 2 | inactive |
| 1C     | SB 586  |  | Affordable housing                                |   |   | \$ |  |  | 1 | 2 | 1 | 4 | Enrolled |

C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update

| No | Prop | Relevant Bills | Description | C/CAG | MTC | LOCC | CSAC | CALCOG |
|----|------|----------------|-------------|-------|-----|------|------|--------|
|----|------|----------------|-------------|-------|-----|------|------|--------|

Priority #2 Preserve Funding  
 Protect against the diversion of local revenues including the protection of redevelopment funds and programs.

2.4 ADDED Implementation of 2006 Bond Funds, Prop 1A, 1B, 1C

|        |         |  |                                                   |   |   |    |  |  |
|--------|---------|--|---------------------------------------------------|---|---|----|--|--|
| 1B     | AB 442  |  | Project Delivery deadlines                        |   |   | \$ |  |  |
| 1B     | AB 995  |  | Allocation of proceeds                            |   |   | \$ |  |  |
| 1B     | AB 1170 |  | Eligibility and application of funds              |   |   | \$ |  |  |
| 1B     | AB 1227 |  | Local Streets and Roads                           |   |   | \$ |  |  |
| 1B     | AB 1351 |  | Priority to self help counties                    |   |   | \$ |  |  |
| 1B     | AB 1672 |  | Implementation                                    |   |   | \$ |  |  |
| 1B     | SB 9    |  | Trade corridors                                   |   |   | \$ |  |  |
| 1B     | SB 47   |  | Allocation of bond proceeds                       |   |   | \$ |  |  |
| 1B     | SB 286  |  | Local streets and roads                           | S |   | \$ |  |  |
| 1B     | SB 748  |  | Implementation State and Local Partnerships       |   | S | \$ |  |  |
| 1C     | AB 29   |  | Infill incentive                                  |   |   | \$ |  |  |
| 1C     | AB 792  |  | Allocation of \$100 M in housing-innovation funds |   |   | \$ |  |  |
| 1C     | AB 1231 |  | Infill development and incentive grants           |   |   | \$ |  |  |
| 1C     | AB 1675 |  | TOD implementation                                |   |   | \$ |  |  |
| 1C     | SB 46   |  | Implementation                                    |   |   | \$ |  |  |
| 1C, 84 | SB 292  |  | Allocation criteria                               |   |   | \$ |  |  |
| 1C     | SB 303  |  | Housing element law                               | O |   | \$ |  |  |
| 1C     | SB 522  |  | Infill incentives                                 |   |   | \$ |  |  |
| 1C     | SB 546  |  | Housing levels                                    |   |   | \$ |  |  |
| 1C     | SB 586  |  | Affordable housing                                |   |   | \$ |  |  |

C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update

| No                                                                                                                                           | Prop    | Relevant Bills | Description                          | C/CAG | MTC | LOCC | CSAC | CALCOG | Votes |        |        |           | Status of Bill |          |          |
|----------------------------------------------------------------------------------------------------------------------------------------------|---------|----------------|--------------------------------------|-------|-----|------|------|--------|-------|--------|--------|-----------|----------------|----------|----------|
|                                                                                                                                              |         |                |                                      |       |     |      |      |        | Ma    | Mullin | Ruskin | Sumittian |                | Ye       |          |
| Priority #2 Preserve Funding<br>Protect against the diversion of local revenues including the protection of redevelopment funds and programs |         |                |                                      |       |     |      |      |        |       |        |        |           |                |          |          |
| 84                                                                                                                                           | AB 822  |                | implementation                       |       |     | \$   |      |        |       |        |        |           |                | Dead     |          |
| 84                                                                                                                                           | AB 1253 |                | Funding for local planning           |       |     | \$   |      | S      |       | 1      |        |           |                | Enrolled |          |
| 84                                                                                                                                           | AB 1303 |                | Grants and loans for local agencies  |       |     | \$   |      |        |       | +      |        |           |                | Dead     |          |
| 84                                                                                                                                           | AB 1602 |                | Greening programs                    |       |     | \$   |      |        |       |        |        |           |                |          |          |
| 84                                                                                                                                           | SB 167  |                | General plans, grants and incentives |       |     | \$   |      |        |       |        |        |           | +              | Dead     |          |
| 84                                                                                                                                           | SB 763  |                | Timely cleanup of brownfields        |       |     | \$   |      |        |       |        |        |           |                | Dead     |          |
|                                                                                                                                              | AB 57   |                | Safe Routes to Schools               |       |     |      |      |        |       | 3      | 2      | 2         | 4              | 4        | Enrolled |

C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update

| No | Prop | Relevant Bills | Description | C/CAG | MTC | LOCC | CSAC | Ma | Mullin | Ruskin | Simithan | Ye | Status of Bill |
|----|------|----------------|-------------|-------|-----|------|------|----|--------|--------|----------|----|----------------|
|----|------|----------------|-------------|-------|-----|------|------|----|--------|--------|----------|----|----------------|

Priority 63 Preserve Funding / Maintain Cost  
 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 3.1 requirements for local programs.

|  |  |        |                |   |  |   |   |   |   |   |   |   |            |
|--|--|--------|----------------|---|--|---|---|---|---|---|---|---|------------|
|  |  | ACA 8  | Eminent Domain | S |  | S | S | 2 | 1 | 1 |   |   | 1st floor  |
|  |  | AB 887 | Eminent Domain | S |  |   |   | 1 | 1 | 1 |   |   | 2 yr       |
|  |  | ACA 2  | Eminent Domain |   |  |   |   |   |   |   |   |   | 1st policy |
|  |  | SB 698 | Eminent Domain |   |  |   |   | 1 | 1 | 1 | 1 | 2 | Enrolled   |

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 3.2 local jurisdictions

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

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

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

| No | Prop | Relevant Bills | Description | C/CAG | MTC | LOCC | CSAC | Ma | Mullin | Ruskin | Simithan | Ye | Status of Bill |
|----|------|----------------|-------------|-------|-----|------|------|----|--------|--------|----------|----|----------------|
|----|------|----------------|-------------|-------|-----|------|------|----|--------|--------|----------|----|----------------|

Priority 63 Preserve Funding / Maintain Cost  
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|  |  |        |                |   |  |   |   |   |  |  |  |  |  |
|--|--|--------|----------------|---|--|---|---|---|--|--|--|--|--|
|  |  | ACA 8  | Eminent Domain | S |  | S | S | 2 |  |  |  |  |  |
|  |  | AB 887 | Eminent Domain | S |  |   |   | 1 |  |  |  |  |  |
|  |  | ACA 2  | Eminent Domain |   |  |   |   |   |  |  |  |  |  |
|  |  | SB 698 | Eminent Domain |   |  |   |   | 1 |  |  |  |  |  |

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

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

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

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

**C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update**

| No | Prop | Relevant Bills | Description                                                                                                                                                                                                                                               | C/CAG | MTC | LOCC | CSAC | Me | Mullin | Rusk | Sim | Ye | Status of Bill |
|----|------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------|------|----|--------|------|-----|----|----------------|
|    |      |                | <b>Priority #4 Increase funding</b><br>Support lowering the 2/3rd super majority vote for local special purpose taxes.<br>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     |     |      |      |    |        |      |     |    | 1st floor      |

4.2 Oppose bills that lower the threshold, but dictate beyond the special tax category, how locally generated funds can be spent.

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

C/CAG LEGISLATIVE PRIORITIES FOR 2007 September Update

| No | Prop | Relevant Bills | Description                                                                                                                                                                                                | C/CAG | MTC | LOCC | CSAC | Votes |        | Status of Bill |         |    |
|----|------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------|------|-------|--------|----------------|---------|----|
|    |      |                | Priority #5: Preserve funding. 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. |       |     |      |      | Ma    | Mullin | Ruskin         | Stimban | Ye |

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 2007 September Update

| No | Prop | Relevant Bills | Description                                                                                                                                                                                                | C/CAG | MTC | LOCC | CSAC | Ma |
|----|------|----------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------|-----|------|------|----|
|    |      |                | Priority #5: Preserve funding. 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 2007 September Update**

| No | Prop | Relevant Bills | Description | C/CAG | MTC | LOCC | CSAC | Votes |        |        |           | Status of Bill |
|----|------|----------------|-------------|-------|-----|------|------|-------|--------|--------|-----------|----------------|
|    |      |                |             |       |     |      |      | Ma    | Mullin | Ruskin | Simittian |                |

Priority #6 Increase Funding  
 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.

Other issues:

Energy:

|         |                                                      |   |  |  |  |  |  |   |   |   |   |   |                     |
|---------|------------------------------------------------------|---|--|--|--|--|--|---|---|---|---|---|---------------------|
| AB 1223 | Public Utilities: Net energy metering                |   |  |  |  |  |  | 2 | 1 | 1 |   |   | 2 yr                |
| AB 1714 | Energy: solar energy systems                         |   |  |  |  |  |  | 1 | 2 |   | 2 | 1 | Chaptered           |
| AJR 3   | Low-income home energy assistance                    |   |  |  |  |  |  |   |   |   |   |   | 1st Policy          |
| SB 451  | Energy:renewable energy resource customer-generators | S |  |  |  |  |  | 2 | 1 | 1 | 3 | 3 | Enrolled            |
| SB 1040 | Public utilities                                     |   |  |  |  |  |  | 4 | 2 | 2 | 1 | 1 | Unfinished Business |

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



# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** C/CAG Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and approval of the reappointment of Mike Harding and Mark Meadows to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms and review and appointment to fill the vacant seat for a public member for a two-year term to the BPAC.

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

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## **RECOMMENDATION**

That the C/CAG Board review and approve the reappointment of Mike Harding and Mark Meadows to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms and review the applicants and appoint a new public member for a two-year term to the BPAC in accordance with staff recommendation.

## **FISCAL IMPACT**

There will be no fiscal impact.

## **SOURCE OF FUNDS**

Not applicable

## **BACKGROUND/DISCUSSION**

Currently two members of the BPAC are being recommended by staff to be reappointed for two-year terms. Mike Harding and Mark Meadows both had their second two-year term expire in September of 2007. Both members have had excellent attendance records throughout their prior terms.

Should the Board decide to reappoint member Harding and member Meadows there would still be one vacant seat on the BPAC which was vacated by Maureen Brooks. Maureen Brooks has been on the BPAC for three two-year terms which is the limit for the number of terms that is established in the Bylaws for the BPAC. The appointment to the vacant seat will also be for a two-year term.

**ITEM 5.2**

At the November 9, 2006 C/CAG Board meeting, the Board concluded that it was necessary to bring forward all of the applicants for vacant seats on the BPAC. Each of the six applicants has been invited to come before the Board and will have two minutes to speak as to why they would make a good appointment and then answer any questions that the Board may have.

| <u>Applicant</u> | <u>City of Residence</u> |
|------------------|--------------------------|
| • Mike Harding   | Menlo Park               |
| • Mark Meadows   | Pacifica                 |
| • Billy James    | Redwood City             |
| • Pat Giorni     | Burlingame               |
| • Juda Tolmasoff | Redwood City             |
| • Brian Fletcher | San Carlos               |

### ATTACHMENTS

- Bicycle and Pedestrian Advisory Committee Membership Application
- 6 BPAC membership applications received
- Bicycle and Pedestrian Advisory Committee Membership Roster 2007

### ALTERNATIVES

- 1 - Review and approve the reappointment of Mike Harding and Mark Meadows to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms and review the applicants and appoint a new public member for a two-year term to the BPAC in accordance with staff recommendation.
- 2 - Review and approve the reappointment of Mike Harding and Mark Meadows to the C/CAG Bicycle and Pedestrian Advisory Committee (BPAC) for two-year terms and review the applicants and appoint a new public member for a two-year term to the BPAC in accordance with staff recommendation with modifications.
- 3 - No action

# C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
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## **Bicycle and Pedestrian Advisory Committee Membership Application**

Please give brief answers to the following questions to be considered for appointment to the City/County Association of Governments (C/CAG) of San Mateo County Bicycle and Pedestrian Advisory Committee (BPAC).

### FOR INCLUMBENTS:

1. Why do you want to be reappointed to the BPAC?
2. Do you have any suggestions for making the BPAC more effective?
3. How long have you served on the BPAC?

### FOR NEW MEMBERS:

1. What expertise/experience do you have pertaining to serving on this committee?
2. Why do you want to serve on this committee?
3. What special strengths would you bring to the committee?
4. What is the role of the countywide Bicycle and Pedestrian Advisory Committee?
5. Have you ever attended a meeting of this committee? If so, when?

### FOR ALL APPLICANTS:

- A. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30 – 9:30 p.m., do you have other commitments that will keep you from attending meetings?
- B. Are you a member of any other committees/organizations?
- C. Please mention the city in which you reside.

Applications will be reviewed and presented to the C/CAG Board for appointment to the BPAC. Please email, fax, or mail your application attention Tom Madalena.

[tmadalena@co.sanmateo.ca.us](mailto:tmadalena@co.sanmateo.ca.us)

650-361-8227 fax

555 County Center  
5<sup>th</sup> Floor  
Redwood City, CA 94063



Mike Harding

## C/CAG

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# Bicycle and Pedestrian Advisory Committee Membership Application

Please give brief answers to the following questions to be considered for appointment to the City/County Association of Governments (C/CAG) of San Mateo County Bicycle and Pedestrian Advisory Committee (BPAC).

### FOR INCUMBENTS:

1. Why do you want to be reappointed to the BPAC?

I want to continue my work on the new County Bike Map to make it a truly useful tool. I would like to encourage involvement with the wider cycling community in both city and Countywide projects. I hope to help County Public Works get funding for bicycle improvements.

2. Do you have any suggestions for making the BPAC more effective?

A clearer understanding of how to introduce new topics and put items on the agenda would help. There are cyclists who would like to ask the BPAC for help with problem solving.

3. How long have you served on the BPAC?

Since the reorganization of the BPAC under C/CAG, I have served 5 years. Before that, I was a regular member, an alternate and then a regular member for more than 10 years total.

### FOR ALL APPLICANTS:

A. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30 – 9:30 p.m., do you have other commitments that will keep you from attending meetings?

I reserve the fourth Thursday of the month very carefully to be available for meetings.

B. Are you a member of any other committees/organizations?

I am a member of the Peninsula Bicycle and Pedestrian Coalition and a member of Western Wheelers Bicycle Club.

C. Please mention the city in which you reside.

I live in Menlo Park.

Applications will be reviewed and presented to the C/CAG Board for appointment to the BPAC. Please email, fax, or mail your application attention Tom Madalena.

[tmadalena@co.sanmateo.ca.us](mailto:tmadalena@co.sanmateo.ca.us)

**Mark Meadows' Application to be Re-Appointed  
to the Bicycle and Pedestrian Advisory Committee (BPAC)**

1. Why do you want to be reappointed to the BPAC? The BPAC serves a very important role in promoting and increasing bicycle and pedestrian transportation in San Mateo County. This is a cause that I feel very strongly about. I have been an avid bike rider and walker in San Mateo County for many years and believe strongly in the benefits of cycling and walking. As such, I have a good knowledge of what is needed in San Mateo County to improve bicycle and pedestrian facilities and promote walking and biking for recreational and commuting purposes. I also have lots of experience working effectively on teams or committees to accomplish projects. Thus, I believe I can continue to contribute significantly to the BPAC in accomplishing its mission.

2. Do you have any suggestions for making the BPAC more effective? I think that the BPAC is very effective in accomplishing its mission. It has a good mixture of members from the general public and elected officials from the various cities in San Mateo County. It has been my experience that the BPAC operates quite well and has over the years made improvements to its procedures and processes (e.g. improvements to the TDA grant applications and evaluations) that have further enhanced its effectiveness. Therefore, at this time, I do not have any suggestions for improvement.

3. How long have you served on the BPAC? I have served as a permanent member since September 2002. Prior to that, I served as an alternate member for a couple of years.

A. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30 – 9:30 p.m., do you have other commitments that will keep you from attending meetings? No.

B. Are you a member of any other committees/organizations? I am a member of the City of Pacifica Bicycle Advisory Committee and I am President of the Pacifica Tennis Club.

C. Please mention the city in which you reside. Pacifica, California.

# C/CAG

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Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

## **Bicycle and Pedestrian Advisory Committee Membership Application**

Please give brief answers to the following questions to be considered for appointment to the City/County Association of Governments (C/CAG) of San Mateo County Bicycle and Pedestrian Advisory Committee (BPAC).

1. What expertise/experience do you have pertaining to serving on this committee? For more than five years I commuted to work in San Francisco from Redwood City via bike and Caltrain. Now retired, I do errands via bike to stores, YMCA library, post office and my third-grader's school, where I am a traffic control volunteer.
2. Why do you want to serve on this committee? I feel strongly about the value of the committee's work for the community and want to contribute to that work. Addressing the needs of cyclists and pedestrians in RWC is a priority for me.
3. What special strengths would you bring to the committee? Knowledge of my city's streets, based on 14 years of walking, driving and cycling; healthy relationships with city council members, city manager, city attorney and with city staffs in planning, public works, library, recreation and parks and other departments, as well as within the Redwood City School District. I can also offer a modicum of public relations skills.
4. What is the role of the countywide Bicycle and Pedestrian Advisory Committee? It makes recommendations to C/CAG on bicycle and pedestrian projects to be funded with Transportation Development Act (TDA) funds. Serves as a Countywide forum for information on bicycling issues for local bikeways committees.
5. Have you ever attended a meeting of this committee? Yes If so, when? It was perhaps three years ago, when I served on an ad hoc committee of three who assisted the Redwood City's planning department with revisions to the circulation element of its outdated general plan.
6. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30 – 9:30 p.m., do you have other commitments that will keep you from attending meetings? No
7. Are you a member of any other committees/organizations? Yes: member Redwood City Bicycle and Pedestrian Working Group, Peninsula Bicycle and Pedestrian Coalition, Western Wheelers, Sierra Club, and chair, Redwood City Library Commission. It may be of interest to the C/CAG Board that I am a graduate of the San Mateo Citizens Academy.
8. Please mention the city in which you reside. Redwood City

Applications will be reviewed and presented to the C/CAG Board for consideration. Applicants may be asked to present before the C/CAG Board or its selection subcommittee.

Please email, fax, or mail your application attention Tom Madalena.

[tmadalena@co.sanmateo.ca.us](mailto:tmadalena@co.sanmateo.ca.us)

555 County Center, 5<sup>th</sup> Floor, Redwood City, CA 94063 PHONE: 650.599.1460 FAX: 650.361.8227



## Membership Application C/CAG BPAC

**Pat Giorni**  
**1445 Balboa Avenue**  
**Burlingame, Ca 94010**  
**650-347-8418**  
**hogorni@yahoo.com**

1. Since 1998 I have attended numerous public meetings concerning transportation projects in the County including SFO Airport Runway expansion, bicycle and pedestrian concerns, rail and public transit projects. I am active in my own city affairs, especially with the Traffic Safety Commission and its BPAC. I also attend the BPAC meetings in the City of San Mateo. I have lately begun to attend the San Mateo County Transportation Authority and its Citizens Advisory Committee meetings to learn where transit dollars come from; and how they are spent. I am thoroughly versed in procedure and public process; so I won't need much time to get up to speed in that respect.
2. My bicycle wheels do not stop at my city line. I am especially interested in helping to fund good projects that not only enhance a particular jurisdiction, but also seamlessly interconnect with others throughout the county.
3. I have a good understanding of pedestrian and cycling issues in general, and am willing to do the research necessary to answer questions and concerns of projects in particular. I also feel that I am able to work through consensus. I am patient enough to know that although wheels move slowly in all public undertakings, I can make decisions without dragging on and on and on.....
4. The role of the BPAC, as I see it, is to determine where those limited dollars that are allotted to Bike and Pedestrian projects can be best spent to maximize and enhance what will provide the non-motorized public a SAFE environment for its commute transit and recreational enjoyment.
5. I have attended a number of meetings over the past 3-4 years. You can find the notations in your minutes, as my attendance was to make public comment.
6. I have no commitment which would keep me from attendance.
7. YMCA. I send membership money to: California Bike Coalition; SF Bike Coalition; Save The Bay; Bay Ridge Trail; Peninsula Open Space Trust; Adventure Cycling; League of Am. Bicyclists; Rails to Trails.
8. Burlingame



**Bicycle and Pedestrian Advisory Committee  
Membership Appointment Application Questions**

**1. What expertise/experience do you have pertaining to serving on this committee?**

Within the last couple of years, Redwood City has revived its Bicycle and Pedestrian Advisory Group, which is staffed through the City of Redwood City's Planning Services. I have been a member of this group since it began meeting again. We have worked on establishing new marked bicycle lanes in several districts of the city; addresses safety issues for pedestrians and cyclists; identified the best locations for placement of bike racks in the downtown area; had discussions on bike racks, storage and accessibility with CalTrain regarding their Master Plan for Sequoia Station; organized Redwood City's first Walk/Bike to School Day event and began planning for an updated map of San Mateo County Bike Routes, among other items.

On our Advisory Group, which schedules meetings twice a month, I am the lone primary voice of the pedestrian community. The other members, while sensitive to pedestrian needs, all joined this group as avid bicyclists. I work in the downtown area of Redwood City and live a few blocks away. As a result, I am fortunate to walk to work and to take advantage of walking when doing errands or accessing dining and entertainment venues in the area. This experience has made me very aware of pedestrian needs and safety issues. I am committed to safe and easily accessible routes for both pedestrians and bicyclists in the hope that it will encourage more people to consider these forms of travel, before reaching for their car keys.

**Why do you want to serve on this committee?**

I have a deep interest in walk-able communities. I also feel that there is a growing need and interest in bike-able communities and that it is incumbent upon our county to address this issue in an organized manner in order that this critical force does not become a critical mass.

**2. What special strengths would you bring to the committee?**

Beyond having a passion for the subject, I have knowledge of public boards and committee procedure. I understand the role and value of advisory committees. During the past nine years, as I have worked as a Legislative Aide for Supervisor Jerry Hill, I have had the opportunity to develop relationships with many community leaders and to gain first-hand knowledge of the County structure and its relationship with our cities. While working on our local Redwood City bike and pedestrian issues, it never takes long to realize that these problems do not stop at our borders. The cities and County working together add strength and viability to developing countywide integration of routes, while reaching agreement on standardized safety solutions.

**3. What is the role of the countywide Bicycle and Pedestrian Advisory Committee?**

According to the application material: "The Bicycle and Pedestrian Advisory Committee provides advice and recommendations to the City/County Association of Governments Board of Directors on all matters relating to bicycle and pedestrian facilities planning and on the selection of projects for state and federal funding." However, I think there is also an underlying role for this advisory committee to address in this era of global warming. That role would be to strive to make it so easy for people to walk and bike safely in their communities that it becomes the first option they consider when they need to go somewhere. I believe that if the infrastructure encourages bicycling and walking, then it will become an American way of life.

**4. Have you ever attended a meeting of this committee?**

No, but I have read through the meeting packet materials (agendas, minutes, supporting documents) of the meetings that have taken place in 2007.

**5. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30 – 9:30 p.m. Do you have other commitments that will keep you from attending meetings?**

No. I understand that this is a working advisory board and the importance of an attendance commitment.

**6. Are you a member of any other committees/organizations?**

- a. Redwood City Bike & Pedestrian Advisory Group
- b. Utility and Sustainability Task Force
- c. County of San Mateo's Women In County Government
- d. San Francisco – Peninsula California Writers Club

**7. Please mention the city in which you reside.**

Redwood City

# Bicycle and Pedestrian Advisory Committee Membership Application

**Brian Fletcher, ASLA**

- 1. What expertise / experience do you have pertaining to serving on this committee?**

With over thirteen years of professional practice in Landscape Architecture and trail planning, I would bring a consultants' experience and perspective to the committee's project review and recommendations. I am currently a Principal with Callander Associates Landscape Architecture in San Mateo. One of my main focuses while at Callander has been the development of public bicycle facilities all over northern California and I have been directly responsible for the planning and construction of over twenty miles of new bike trails and facilities. Our projects run the full gamut of planning, design, and construction. This experience would be directly applicable to the committee's decisions through project constructability evaluation, relationship of proposed facilities to adjacent features and integration into the community fabric, and a realistic evaluation of proposed costs based upon construction experience and current bidding climate.
- 2. Why do you want to serve on this committee?**

Through my professional practice I have seen first hand the community benefits new facilities can provide by bridging gaps and developing non-motorized transportation systems. I have personally assisted in the development of several grant applications for Bay Area communities, including TDA Article 3 applications reviewed by C/CAG. This has provided me a keen interest in the process, how decisions are made, and a desire to be a part of that. Finally, as an avid cyclist and occasional bicycle commuter I have become very aware of challenges facing bicycle riders in the area and want to support improvements to that system wherever I can.
- 3. What special strengths would you bring to the committee?**

As mentioned above, my professional experience and personal cycling has provided me with a total understanding of bicycle facilities from a user's perspective through design and construction. My personal motivation and strong dedication to this cause will ensure a strong commitment to this committee and rational, fact-based decision making.
- 4. What is the role of the county wide Bicycle and Pedestrian Advisory Committee?**

My understanding of the committee's role is that of an advisory role to the C/CAG Board of Directors. Recommendations to the Board would include policy matters, facility planning, and grant application review and ranking.
- 5. Have you ever attended a meeting of this committee? If so when?**

Over the past two to three years I have attended at least three committee meetings. Our firm was working with the City of South San Francisco on two TDA Article 3 grant applications for the Centennial Way/BART Linear Park trail. I personally made presentations for those projects and attended and presented those same projects during the committee's site tours.
- 6. The C/CAG BPAC meets on the fourth Thursday of the month from 7:30-9:30 p.m., do you have other commitments that will keep you from attending meetings?**

I know nothing at this time that would prevent me from attending these meetings. Having the dates known up front allows for easy scheduling of any other personal/professional activities around those times.
- 7. Are you a member of any other committees / organizations?**

Besides membership in ASLA, the national organization of landscape architects, I am not a member of any other committees or organizations.
- 8. Please mention the City in which you reside.**

I have been a resident of San Carlos for the past five years.



## Brian Fletcher, ASLA

*Principal*

*Callander Associates*

*Landscape Architecture, Inc.*

*311 Seventh Avenue*

*San Mateo, CA 94010*

*(650) 376-1313*

*fax (650) 344-3290*

*bletcher@callanderassociates.com*

### Background

- Bachelor of Science in Landscape Architecture, Cal Poly, San Luis Obispo
- California Landscape Architect #4671
- Member, American Society of Landscape Architecture
- Practice Management Certification, Edwards Management Group
- Effective Presentations Certification, Advanced Management Institute
- ASLA National Honor Award for Excellence in the Study of Landscape Architecture

### Experience

Since joining Callander Associates in 1996, Brian's trail, park, and streetscape design and planning skills, commitment to community outreach, and design approach have made him an invaluable asset. Thoughtful development of design alternatives, creative use of appropriate materials and sensitivity to a neighborhood's character are hallmarks of his design approach. His insistence on clear, concise presentation graphics and construction documents are invaluable to the municipalities he serves.

Brian's ability to present meaningful design alternatives has enabled his clients to deliver program responsive designs. Professional awards have included CPRS as well as the ASLA National Honor Award for excellence in the study of landscape architecture. Brian's project experience includes over thirteen years of professional practice in landscape architecture, urban design, park and recreation design, and site planning. Recent projects include master plans, construction documents, feasibility studies, and visual simulations.

### Representative Projects

- **BART Linear Park, South San Francisco**  
Project principal for a comprehensive master planning process to create a vision and roadmap for the development of BART Linear Park in South San Francisco. An extensive planning process brought together the community and various stakeholders through a series of community workshops and technical meetings, which culminated in the final BART Linear Park Master Plan. The Plan resulted in project grant funding which Callander Associates was also involved in. Construction is currently underway.
- **Bay Trail Feasibility Study, Menlo Park**  
Project principal for a challenging 1/4-mile segment on the Bay Trail. A number of ongoing planning efforts were discovered affecting the trail's alignment: wetland restoration, multi-family housing development, environmental cleanup, potential railroad and reactivation, and more. Collaboration with regulatory and permitting agencies, a biologist, two City jurisdictions, and their communities was critical for project completion. Ultimately, the final study offered a single alignment that provided for the greatest "bay" experience of the four alignments studied. The realization of the feasibility study moved this trail gap one step closer to implementation.
- **Coyote Creek Feasibility Study, San Jose**  
Project principal for the feasibility study of a 3.1 mile reach that will ultimately link to regional trail systems as well as to schools, parks, transit, and neighborhood commercial hubs. The cornerstone of the planning process was the community outreach which rallied support for the plan's development, outlined design amenities, and defined a preferred trail alignment.
- **Virginia Corridor, Modesto**  
Project principal in the development of the Specific Plan which will serve as the blueprint for future development. A carefully designed community outreach program included several interactive workshops, sitewalks, and newsletters to maximize input and provide project updates along the way.

***BICYCLE AND PEDESTRIAN ADVISORY COMMITTEE***

**MEMBERSHIP ROSTER – 2007**

**ELECTED OFFICIALS**

Naomi Patridge  
City of Half Moon Bay

Marc Hershman  
City of Millbrae

Karyl Matsumoto  
City of South San Francisco

Julie Lancelle  
City of Pacifica

Matt Grocott  
City of San Carlos

Ken Ibarra  
City of San Bruno

Michael Barnes  
City of Brisbane

Cathy Baylock  
City of Burlingame

**PUBLIC MEMBERS**

David Alfano - Chair (Menlo Park)

Cory Roay (Daly City)

Maureen Brooks – Vice Chair (San Mateo)  
(Term limit ended Sept. 2007)

Mark Meadows (Pacifica)

Robert Cronin (Menlo Park)

Mike Harding (Menlo Park)

Judi Mosqueda (Millbrae)

**BPAC SUPPORT STAFF**

Sandy Wong  
C/CAG  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-599-1409  
650-361-8227 - fax  
[slwong@co.sanmateo.ca.us](mailto:slwong@co.sanmateo.ca.us)

Tom Madalena  
C/CAG  
555 County Center 5<sup>th</sup> Floor  
Redwood City, CA 94063  
650-599-1460  
650-361-8227 - fax  
[tmadalena@co.sanmateo.ca.us](mailto:tmadalena@co.sanmateo.ca.us)



# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, Executive Director  
**Subject:** Review and Approval of a Request for Proposals/Qualifications for a State Advocate

(For further information contact Diana Shu at 599-1414)

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## **RECOMMENDATION**

That the Board approve the Request for Proposal/Qualifications (RFP/Q) for a State Advocate.

## **FISCAL IMPACT**

None

## **SOURCE OF FUNDS**

Funds have been allocated in the FY 07-08 budget. Current budget for a lobbyist is \$72,000.

## **BACKGROUND/DISCUSSION**

In 2002, C/CAG began exploring the possibility of using a legislative advocate in Sacramento. On December 12, 2002, C/CAG entered into a contract with Advocacion, Inc. as a one year pilot program. After the first year, the program was considered successful with respect to the number of bills tracked and carried by the lobbyist and with respect to their ability to respond quickly and accurately to issues directly affecting San Mateo County. As a result, the contract has been renewed, year after year since 2002.

However, in accordance with C/CAG policies, that no contract be renewed more than three consecutive terms, staff prepared a Request for Proposal/Qualifications to re-examine the contract and scope of services required.

Attached please find a snapshot of the 2007-08 Legislative Session and a Request for Proposal/Qualifications.

**ITEM 5.3**

## 2007-08 LEGISLATIVE SESSION

### Cost to Benefit Analysis

Total costs of lobbyist for a three year period approximately \$70K/year.

Total (Quantifiable) Benefits received in this same period from the following legislative activities: AB 1546 - \$4 Motor Vehicle Fee = \$2.7M per year for 3.5 years. {Other costs associated with bills that would have impacted San Mateo, such as loss of revenues from AVA, and potential loss of funds from Prop 1B are not included here as they have not materialized.}

*Cost/Benefit Ratio = \$2.7M/\$0.07M = 38.5*

Sponsored two bills:

AB 468 Abandoned Vehicle Abatement – enrolled  
SB 613 \$4 Motor Vehicle Fee – enrolled

Supported the following bills:

AB 239 Recording fees Contra Costa and San Mateo Counties – 2yr bill  
AB 887 Redevelopment: eminent domain: relocation assistance – 2 yr bill  
AB 1254 Property tax revenue allocations ERAF – 2 yr bill  
ACA 8 Eminent Domain – 1<sup>st</sup> floor  
SB 279 State highway: public nuisance - Chaptered  
SB 286 Transportation bonds; implementation – 2 yr bill  
SCA 12 Local government- eliminate 2/3 vote on sewer fees – 1<sup>st</sup> floor  
SB 451 Net metering - enrolled

Opposed the following bill:

SB 303 Land use and planning – 2 yr bill

Number of bills tracked: 94

### POTENTIAL LEGISLATIVE ACTIVITY FOR THE FUTURE

- Continue with legislative efforts in net metering, energy usage
- Work with Transit District on transit funding in response to recent budget cuts
- Look into alternative fuel legislation or grants
- Review bills related to C/CAG legislative priorities
- Review environmental bills which may impact C/CAG member agencies
- Work with legislators on issues that impact San Mateo County

### **TENTATIVE TIMELINE**

- Review RFP/RFQ by Oct 11 (Legislative Committee mtg)
- Advertise Week of Oct 22 and 29
- Receive applications by Nov 5
- Review applications on Nov 8 (Legislative Committee mtg)
- Thanksgiving
- Schedule Interviews for week of December 3
- Review applicants after last interview.
- Submit top three applicants and make recommendations to the Board for one applicant.
- Negotiate terms of contract week of Dec 10 and 17th
- Award contract on Dec 13 or Jan 10 at C/CAG board mtg.

### **ATTACHMENTS**

Request for Proposals/Qualifications for Providing Legislative Advocacy (Lobbying) Services

### **ALTERNATIVES**

1. Approve the Request for Proposal/Qualifications (RFP/Q)
2. Approve the Request for Proposal/Qualifications (RFP/Q), with modifications.
3. Take no action.

*Request for  
Proposals/Qualifications  
For Providing Legislative  
Advocacy (Lobbying) Services*

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

Submittal Date  
November 5, 2007



***Request For Proposals/Qualifications  
For Providing Legislative Advocacy Services For The  
City/County Association of Governments  
Of San Mateo County.***

The City/County Association of Governments (C/CAG), a Joint Powers Agency composed of the County of San Mateo and all twenty cities located within the County, invites you to submit a proposal detailing qualifications and costs for providing legislative advocacy services. The firm/individual selected will represent C/CAG's legislative policy interests with the State of California Legislature and with individual State officials.

Proposals/letters of qualifications must be received in the C/CAG Office **NO LATER THAN 9:00 A.M., Monday, November 5, 2007**. One copy of the proposal should be mailed or delivered to:

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

Attention: Diana Shu  
Phone: 650 599-1414 Fax: 650 361-8227

## **History and Overview of C/CAG**

### **Background**

The City/County Association of Governments of San Mateo County (C/CAG) was created by a Joint Powers Agreement (JPA) in the fall of 1990, to address diverse issues that transcend political boundaries within San Mateo County. All twenty of San Mateo's cities joined the County to establish the JPA. Currently, C/CAG's primary purpose is to prepare, adopt, monitor, and enforce the following programs:

#### Congestion Management Agency

In 1990, as a result of the passage of Propositions 108 and 111 by the voters and the enactment of enabling laws by the California Legislature, every urbanized county in California was required to designate a Congestion Management Agency (CMA). This Agency is responsible for preparing, implementing, and biennially updating a Congestion Management Program (CMP). All of the cities in San Mateo County joined together with the County to form the City/County Association of Governments (C/CAG) and established it as the CMA. The primary purposes of a CMP is to: develop procedures to alleviate or control anticipated increases in roadway congestion; ensure that government together with business, private, and environmental interests develop and implement comprehensive strategies to address future congestion problems; make available funding to local jurisdictions that resulted from the increase in the gas tax.

As the CMA for San Mateo County, C/CAG is responsible for allocating the State Transportation Improvement Program (STIP) funds and the Federal Transportation Equity Act for the 21<sup>st</sup> Century (TEA-21) funds to projects in this County.

#### Transportation Fund for Clean Air Program Manager

AB 434 is legislation that authorizes the Bay Area Air Quality Management District (BAAQMD) to impose a fee on motor vehicles to fund city, county, transit district, or other public agency transportation control projects that most effectively achieve emissions reductions from motor vehicles. The monies collected become the Transportation Fund for Clean Air. Forty percent of the fee revenues generated in San Mateo County are allocated to C/CAG to fund projects within the County. The annual allocation is approximately one million dollars. Generally the funds are used for shuttle programs and Countywide transportation demand management programs.

#### Integrated Solid Waste Management

The California Integrated Waste Management Act of 1989, more commonly known as AB 939, requires each county in California to have a Local Task Force (LTF) with specific responsibilities in the area of waste management. C/CAG is the designated LTF in San Mateo County and the Solid Waste Advisory Committee (SWAC) is an advisory committee to the C/CAG/LTF.

#### Airport Land Use

C/CAG is the designated Airport Land Use Commission for San Mateo County. State law requires the Commission to prepare and implement a comprehensive Airport Land Use Plan for each public use airport in the County. The C/CAG Airport Land Use Committee (ALUC) makes recommendations to the Commission (C/CAG), related to the administration and implementation of the Airport Land Use Plan (e.g. consistency reviews of proposed local agency land use policy actions, Plan amendments, etc.).

#### Hazardous Waste Management

In accordance with a 1986 State law, the San Mateo County Hazardous Waste Management Plan was prepared to promote countywide waste reduction efforts, and identify appropriate locations for hazardous waste treatment and storage facilities when needed in the County. The plan (1) analyzes the hazardous waste stream within San Mateo County, (2) determines the need for hazardous waste management facilities within the County, (3) identifies areas in the County suitable for siting new facilities, (4) evaluates the potential for waste reduction, and (5) identifies the opportunities to better manage hazardous waste generated by small businesses and households.

#### Storm Water Management (NPDES)

C/CAG is the administrative and policy-making authority responsible for implementation and compliance with the Countywide National Pollutant Discharge Elimination System (NPDES) Municipal Stormwater Discharge Permit issued by the San Francisco Bay Regional Water

Quality Control Board (Regional Board). The Management Plan for this program includes:

- Municipal Government Maintenance Activities
- Control of Pollutants in Stormwater from Commercial and Industrial Businesses
- Public Information Participation Activities
- New Development and Construction Site Controls
- Illicit Discharge Elimination Activities
- Collaborative Monitoring

#### Abandoned Vehicle Abatement (AVA)

As the Abandoned Vehicle Abatement Authority for San Mateo County, C/CAG distributes the \$1 surcharge on each registered vehicle that is collected by the State to support this activity. Every jurisdiction in San Mateo County is eligible to receive its share of these funds based on the number of abandoned vehicles and parts that are removed from that jurisdiction's streets and other properties.

#### Transportation Development Act (TDA)

C/CAG is responsible for evaluating and recommending those projects to be funded by Transportation Development Act Article 3 revenues. Primarily, these projects are related to bicycle and pedestrian improvements.

#### AB1546 - \$4 Motor Vehicle Fee for Congestion Management and Storm water Pollution Management

AB 1546 was chartered in 2004. This bill allows San Mateo County to charge a fee of \$4 motor vehicle fee to support programs that reduce traffic congestion, promote clean air vehicles to reduce storm water pollution, and fund state mandated storm water pollution programs that are not currently funded by other programs.

#### **Joint Powers Agreement (JPA)**

C/CAG was created by a JPA that prescribes the composition, purposes and activities of the Board of Directors, voting procedures, budgeting and financing processes, and staffing arrangements. The C/CAG Board consists of one Councilmember from each participating City and one member of the Board of Supervisors. In addition, there are two non-voting ex-officio members: a member of the San Mateo County Transit District Board and a member of the San Mateo County Transportation Authority.



## SCOPE OF SERVICES

The purpose of this contract is to retain a part-time consultant to 1) monitor and review a limited number of pending legislation, policies, and regulations, and 2) advocate C/CAG's interests with the California Legislature and its members and other parties as appropriate. The bills tracked by the consultant and the C/CAG Legislative Committee may include any subject matter that is of concern to C/CAG member agencies (20 cities and County). During the active legislative session the consultant will be directed to focus attention on a few specific bills (5 to 10 bills) that will be identified by C/CAG and its Legislative Committee as being high priority. Some of the typical activities that could be performed by the consultant may include:

1. General
  - a. Assist in the development of strategies for advancing actions at the State level that are beneficial to C/CAG and its member agencies.
  - b. Represent and advocate on behalf of C/CAG in its dealings with relevant State agencies and related interest groups including but not limited to 1) California Legislature, 2) Governor's Office, 3) Individual Legislators and their staff members.
2. Facilitate Communication
  - a. Develop and maintain contact with members of the Legislature and state agencies in order to facilitate regular communication with and about C/CAG.
  - b. Meet with State representatives on a regular basis to provide briefings on issues of interest or concern to C/CAG.
  - c. Solicit input from State representatives on issues of concern to C/CAG and report it to C/CAG on a regular basis.
  - d. Arrange appointments with Legislators and other State representatives to meet with C/CAG representatives.
  - e. Coordinate with legislative advocates for other public agencies such as the League of California Cities, California State Association of Counties, Metropolitan Transportation Commission, etc.
3. Monitor and Evaluate
  - a. Identify and evaluate the potential impact of proposed legislation, policies, and regulations on C/CAG and its member agencies.
  - b. Work with State representatives to identify and amend bills and other proposed legislative or regulatory language in order to meet C/CAG concerns.
  - c. Advocate C/CAG's position to appropriate State legislative, executive, and administrative committees, board, and commissions.
4. Initiate and Advocate
  - a. Advise C/CAG on opportunities to pursue C/CAG objectives through the Legislature and various State agencies.
  - b. Assist in drafting legislation on behalf of C/CAG.
  - c. Formulate and manage strategies to achieve passage of C/CAG's legislative initiatives (if any).
  - d. Make presentations to and testify on behalf of C/CAG before legislative and administrative bodies.
5. Report and Respond
  - a. Provide regular reports summarizing the Consultant's activities under the contract with C/CAG.
  - b. Appear before the C/CAG Board and/or Legislative Committee to provide an overview and summary of current and future activities or to report on a particular item of concern to

C/CAG.

- c. Respond to C/CAG's requests for information about pending State legislation, regulations, or policies.

### SUBMITTAL REQUIREMENTS

Each proposal must include the following information. This information should be confined to **no more than ten pages** excluding resumes of staff members. Please submit ten copies of your proposal.

1. Firm name, business address, telephone and fax numbers, e-mail address.
2. Date of establishment of business.
3. Type of organization (individual, partnership, or corporation).
4. Description of firm's experience with local government agencies, if any.
5. Description of firm's experience with other types of clients.
6. List of current clients and contact information.
7. Names of individuals who would be directly engaged in performance of work under this solicitation. For each of the individuals please submit:
  - a. Number of years experience in legislative advocacy services
  - b. List of references and contact information
  - c. Brief description of work performed for these references or relationship to these references
8. Describe any particular areas of specialty that your firm has (such as type of client and/or subject matter and/or other).
9. Cost proposal – C/CAG has budgeted approximately \$70,000 per year. Provide a description of the services that will be performed for this amount of money or a lesser amount of funds. Include the number of legislative bills that might be addressed and how your firm would promote C/CAG's position on these bills.
10. Describe what you would do in a situation where two or more of your clients have conflicting views and/or positions on an item you have been requested to work on.

Proposers should refrain from including unnecessary general marketing and promotional material. Evaluation of the proposals will be based solely on how well the proposer responds to the information requested in this solicitation and the qualifications of the staff to be designated to perform the tasks requested.

### EVALUATION AND SELECTION PROCEDURE

A committee composed of elected officials and staff will prescreen all applications. Approximately three to five firms will be invited to an oral interview with the C/CAG Legislative Committee. This will likely occur the week of December 3, 2007. The Committee is composed of seven City Council Members/Members of the Board of Supervisors appointed by the C/CAG Board. The Committee will recommend the selection of a firm to the C/CAG Board at its meeting on December 13, 2007. It is anticipated that a draft contract will also be presented at that time so that the services can begin immediately.

# C/CAG AGENDA REPORT

**Date:** October 11, 2007  
**To:** City/County Association of Governments Board of Directors  
**From:** Richard Napier, C/CAG Executive Director  
**Subject:** Update on the Status of the Hydrogen Shuttle Program.

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

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## RECOMMENDATION

Information Only.

## FISCAL IMPACT

N/A

## SOURCE OF FUNDS

AB 1546 Countywide Congestion Management Program Funds and San Mateo County Transportation Authority Funds

## STATUS

### **Delivery Date - Ford**

Staff has approved shipment of the vehicle. Estimated date of delivery is mid-October.

### **Shuttle Vehicle Lease and Insurance – CARB, C/CAG, and Ford**

CARB and Ford have executed a 2-year lease agreement. C/CAG and Ford have also executed a 2-year lease agreement. General Liability Insurance for up to \$25M and physical damage insurance for up to \$150K will cost C/CAG approximately \$11K. Certificates of Insurance (COIs) have been issued to the following parties who have indemnification clauses in their contract with C/CAG:

The City of East Palo Alto  
San Mateo County Transportation Authority  
County of San Mateo  
Santa Clara Valley Transportation Authority  
Peninsula Traffic Congestion Alliance

ITEM 5.4

### **Maintenance of Vehicle – Ford Motor Company and Local Ford Dealership**

Ford has been in contact and is working with a local Ford Dealership on a maintenance agreement for the shuttle. The dealership will need to install an air vent in their maintenance garage in order to comply with safety regulations. Ford will also provide up to 80 hours of technical training for the technicians.

The local Ford Dealership may consider a service agreement with C/CAG to service the shuttle as required by the Ford/CCAG agreement. Estimated cost for service is \$5K per year.

### **Fuel – SCVTA**

Fueling contract with SCVTA has been executed. Estimated costs will be less than \$25/kg. However, SCVTA and Air Products are still in final negotiations and therefore this contract is dependent on the outcome of the SCVTA/Air Products contract.

### **Operations and Management of Shuttle – Peninsula Congestion Relief Alliance (Alliance)**

The current plan is to run the shuttle on the East Palo Alto to Caltrain morning commute route at hourly intervals. The City of East Palo Alto is finalizing the schedule with Caltrain/SamTrans. Actual start date for the East Palo Alto Commuter Shuttle is October 29, 2007.

### **Educational Outreach – Mission College**

One component of the CARB shuttle grant is that C/CAG will provide an educational outreach program for the shuttle. Staff proposes to integrate this program with the San Carlos Station outreach programs. A Memorandum of Understanding (MOU) is being considered by West Valley College.

### **Marketing – Buswraps.com**

C/CAG has entered into an agreement with Buswraps.com to provide logos for the bus.

C/CAG plans to have at least one press release and an event for the launching of the shuttle but this will depend on several factors:

- Start date of the East Palo Alto Shuttle (with or without the hydrogen shuttle)
- The timing of the visit by the Governor

### **Training – Ford Motor Company**

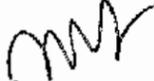
Ford Motor Company will provide training to personnel working on the vehicle. We are currently working out the details and schedule for training with the Ford Service Manager. Estimated dates for training will be in late October after the vehicle arrives. Staff has been coordinating with local police, fire, and shuttle operators in preparation for the shuttle.

### **ACTION**

None



**COUNTY OF SAN MATEO  
OFFICE OF COUNTY COUNSEL**

**To:** C/CAG Board of Directors  
**From:** Miruni Soosaipillai, Deputy County Counsel   
**Subject:** Prohibition on Ex Parte Communications with State and Regional Water Resources Control Board  
**Date:** September 27, 2007

I have reviewed the memorandum by the State Water Resources Control Board's legal counsel regarding the prohibition on ex parte communications. Under the interpretation set forth in that document, C/CAG Board members and staff are very clearly prohibited from contacting members of the State or Regional Water Boards concerning the pending NPDES permit renewal, known as the Municipal Regional Permit or MRP.

"Ex parte" communications refers to contact with Water Board members outside of the presence of the other involved parties. In effect, this means that contact with Water Board members regarding pending matters must take place through the official hearing process—by means of oral testimony and/or through the submission of written materials.

The basis for the prohibition is the Water Board legal counsel's interpretation of case law and the Administrative Procedures Act. Because a decision on a permit is a judicial function (as opposed to a legislative function, like rulemaking), parties with pending matters before the board are prohibited from contacting board members concerning the pending matter. The Water Board has listed the Municipal Regional Permit as a "pending" decision on their website ([http://www.waterboards.ca.gov/sanfranciscobay/pub\\_notice.htm](http://www.waterboards.ca.gov/sanfranciscobay/pub_notice.htm), scroll to the bottom to the "Storm Water" link). The prohibition applies to Water Board members, as well as to the public and government officials. It applies to "impending" as well as pending matters. A matter is "impending" if you are aware that it is on the verge of being pending. The memo says that "rulemaking"--for which ex parte contact is allowed--includes establishment of TMDL's (total maximum daily loads).

The memorandum explaining the Water Board's interpretation of the prohibition on ex parte communications is attached for your reference, and is also available online at <http://www.waterboards.ca.gov/docs/exparte.pdf>.

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ITEM 7.2

-163-

**To:** C/CAG Board of Directors  
**From:** Miruni Soosaipillai, Deputy County Counsel   
**Subject:** Prohibition on Ex Parte Communications with State and Regional Water Resources Control Board  
**Date:** September 27, 2007

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ITEM 7.2





Linda S. Adams  
Secretary for  
Environmental Protection

# State Water Resources Control Board



Arnold Schwarzenegger  
Governor

Office of Chief Counsel  
1001 I Street, 22<sup>nd</sup> Floor, Sacramento, California 95814  
P O Box 100, Sacramento, California 95812-0100  
(916) 341-5161 • FAX (916) 341-5199 • <http://www.waterboards.ca.gov>

**TO:** [via e-mail and U.S. Mail]  
Board Members  
**STATE WATER RESOURCES CONTROL BOARD AND  
CALIFORNIA REGIONAL WATER QUALITY CONTROL BOARDS**

/s/

**FROM:** Michael A.M. Lauffer  
Chief Counsel  
**OFFICE OF CHIEF COUNSEL**

**DATE:** 7-25-06

**SUBJECT:** TRANSMITTAL OF EX PARTE COMMUNICATIONS QUESTIONS AND  
ANSWERS DOCUMENT

Attached please find a newly issued document on ex parte communications. This memorandum and the accompanying Ex Parte Questions and Answers supersede all previous Office of Chief Counsel memoranda on the same subject.<sup>1</sup>

The State Water Resources Control Board and the nine California Regional Water Quality Control Boards perform a variety of functions. The boards convene to set broad policy consistent with the laws passed by Congress and the Legislature. In this regard, the boards perform a legislative function. The boards also routinely determine the rights and duties of individual dischargers or even a class of dischargers. In this regard, the boards perform a judicial function. The judicial function manifests itself when the boards adopt permits and conditional waivers or take enforcement actions.

Different rules apply depending on the type of action pending before a water board. Some of these rules concern the specific rights available to participants and the meeting processes the board will use to decide the action. One of the distinctions between the two types of proceedings is the prohibition against ex parte communications. An ex parte communication is a communication to a board member about a pending water board matter that occurs in the absence of other parties to the matter and without notice and opportunity for all parties to participate in the communication. The accompanying questions and answer document addresses common issues pertaining to ex parte communications.

I have structured the questions and answers document to serve as a reference document for board members and the attorneys within the Office of Chief Counsel. By breaking the subject

<sup>1</sup> The most recent memorandum was an April 17, 2001 memorandum from Craig M. Wilson (Chief Counsel) to Arthur G. Baggett, Jr (Chair) entitled "Ex Parte Communications." That memo superseded prior memoranda from the Office of Chief Counsel concerning ex parte communications.

**California Environmental Protection Agency**



matter into discrete questions, my intent is to provide a list that board members can quickly scan to identify relevant issues and the accompanying legal answer. Further, the questions and answers document includes a flow chart to facilitate analyzing routine ex parte issues and answering questions.

While the attached document addresses the common questions concerning ex parte communications, there are three broad themes pertaining to communications with board members.

1. If a proceeding is not pending or impending before a water board, board members may communicate with the public and governmental officials regarding general issues within the water board's jurisdiction. Water board members may also participate in information gathering efforts such as tours or site visits.
2. If an adjudicative proceeding is pending or impending before a water board, ex parte communications with that water board's members regarding an issue in that proceeding are prohibited.
3. If a rulemaking or other proceeding is pending or impending before a water board, a board member may, if he or she chooses to do so, have ex parte communications regarding issues in that proceeding.

The questions and answer document does not and cannot address all the issues pertaining to ex parte communications. Over time additional questions may be added based on feedback from board members. Similarly, areas where the law is unclear may be addressed through revisions to the State Water Resources Control Board's regulations.

Attachment

cc: [All via e-mail only]

Celeste Cantú, EXEC  
Tom Howard, EXEC  
Beth Jines, EXEC  
All Executive Officers, Regional Water Boards  
All Assistant Executive Officers, Regional Water Boards  
Branch Offices  
All Office of Chief Counsel attorneys

## EX PARTE QUESTIONS AND ANSWERS

|             |                                                                                                                                |           |
|-------------|--------------------------------------------------------------------------------------------------------------------------------|-----------|
| <b>I.</b>   | <b>Ex Parte Summary</b> .....                                                                                                  | <b>1</b>  |
| 1.          | Q. What is an ex parte communication? .....                                                                                    | 1         |
| 2.          | Q. What is a communication? .....                                                                                              | 1         |
| 3.          | Q. What purposes are served by limitations on ex parte communications?.....                                                    | 2         |
| 4.          | Q. Do ex parte communications rules prevent water board members from understanding the issues and people's concerns?.....      | 2         |
| 5.          | Q. How can board members educate themselves without violating the prohibition on ex parte communications?.....                 | 2         |
| 6.          | Q. How can water board members explain ex parte rules to the public?.....                                                      | 3         |
| 7.          | Q. What proceedings are subject to the prohibition on ex parte communications? .....                                           | 3         |
| <b>II.</b>  | <b>Adjudicative Proceedings</b> .....                                                                                          | <b>3</b>  |
| <b>A.</b>   | <b>Types of Adjudicative Actions</b> .....                                                                                     | <b>3</b>  |
| 8.          | Q. What actions are adjudicative?.....                                                                                         | 3         |
| 9.          | Q. Are ex parte communications prohibited for pending adjudicative actions?.....                                               | 4         |
| 10.         | Q. Does the ex parte communications prohibition apply to general permits? .....                                                | 4         |
| 11.         | Q. Does the ex parte communications prohibition apply to waivers?.....                                                         | 5         |
| <b>B.</b>   | <b>Pending Adjudicative Proceeding</b> .....                                                                                   | <b>5</b>  |
| 12.         | Q. When is a proceeding pending?.....                                                                                          | 5         |
| 13.         | Q. What is an impending matter?.....                                                                                           | 5         |
| 14.         | Q. How can a board member determine whether an action is pending? .....                                                        | 6         |
| 15.         | Q. Are adjudicative matters pending before the regional water boards also pending before the State Water Board? .....          | 6         |
| 16.         | Q. Does a reopener provision in a permit mean an action is pending?.....                                                       | 7         |
| <b>C.</b>   | <b>Scope of Ex Parte Communications Prohibition</b> .....                                                                      | <b>7</b>  |
| 17.         | Q. What subjects are covered by the ex parte communications prohibition?.....                                                  | 7         |
| 18.         | Q. Are all communications prohibited with a person interested in an adjudicative proceeding pending before a water board?..... | 7         |
| 19.         | Q. Are there exceptions to the prohibition? .....                                                                              | 7         |
| 20.         | Q. What is a matter of practice or procedure that is not in controversy? .....                                                 | 7         |
| <b>D.</b>   | <b>Persons Subject to the Ex Parte Communications Prohibition</b> .....                                                        | <b>8</b>  |
| 21.         | Q. Who is subject to the rules prohibiting ex parte communications? .....                                                      | 8         |
| 22.         | Q. May staff communicate with board members without violating ex parte rules?.....                                             | 8         |
| 23.         | Q. Are other government officials subject to the ex parte rules?.....                                                          | 9         |
| 24.         | Q. May a board member attend a publicly noticed staff-level workshop on an adjudicative matter? .....                          | 9         |
| <b>E.</b>   | <b>Consequences of Prohibited Ex Parte Communications</b> .....                                                                | <b>9</b>  |
| 25.         | Q. What are the consequences of violating the ex parte communications prohibition? .....                                       | 9         |
| 26.         | Q. How may a board member cure an inadvertent ex parte communication? .....                                                    | 10        |
| 27.         | Q. What if a board member received a communication about an adjudicative proceeding before becoming a board member?.....       | 10        |
| <b>III.</b> | <b>Rulemaking and Other Proceedings</b> .....                                                                                  | <b>11</b> |
| 28.         | Q. What actions are rulemaking?.....                                                                                           | 11        |
| 29.         | Q. Is there a prohibition on private communications in rulemaking actions? .....                                               | 11        |
| 30.         | Q. What is the Office of Chief Counsel's recommendation on handling communications in rulemaking proceedings?.....             | 11        |

## **EX PARTE QUESTIONS AND ANSWERS**

---

|                                                                                                                                                                                        |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|
| 31. Q. If a member chooses to disclose a communication, what is the preferred procedure? .....                                                                                         | 12        |
| 32. Q. May a board member communicate with a person about how a general requirement may be translated into a subsequent permit requirement? .....                                      | 12        |
| 33. Q. What are "other proceedings"? .....                                                                                                                                             | 12        |
| 34. Q. Are "other proceedings" subject to ex parte rules? .....                                                                                                                        | 12        |
| <b>IV. Site Visits .....</b>                                                                                                                                                           | <b>13</b> |
| 35. Q. Is a site visit a form of ex parte communication? .....                                                                                                                         | 13        |
| 36. Q. Can a board member visit a regulated facility when an adjudicative action is pending? .....                                                                                     | 13        |
| 37. Q. Can a board member visit a regulated facility when no adjudicative action is pending for that facility? .....                                                                   | 13        |
| <b>V. General Issues .....</b>                                                                                                                                                         | <b>13</b> |
| 38. Q. Why can legislators talk to anyone and the board members cannot? .....                                                                                                          | 13        |
| 39. Q. Why can the public talk to city council members and not board members? .....                                                                                                    | 14        |
| 40. Q. How should a board member handle comments concerning pending adjudicative proceedings raised in connection with other proceedings in which the board member participates? ..... | 14        |
| 41. Q. Is a communication about a pending adjudicative matter, received during a public forum, an ex parte communication? .....                                                        | 14        |
| 42. Q. Whom can a board member speak with to clarify ex parte concerns? .....                                                                                                          | 15        |
| 43. Q. Who is responsible for complying with the ex parte rules – the board members or the public? .....                                                                               | 15        |
| <b>VI. Simplified Ex Parte Flow Chart .....</b>                                                                                                                                        | <b>16</b> |

# EX PARTE QUESTIONS AND ANSWERS

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## I. EX PARTE SUMMARY

### Summary of ex parte framework:

1. If a proceeding is not pending or impending before a water board, board members may communicate with the public and governmental officials regarding general issues within the water board's jurisdiction. Water board members may also participate in information gathering efforts such as tours or site visits.
2. If an adjudicative proceeding is pending or impending before a water board, ex parte communications with that water board's members regarding an issue in that proceeding are prohibited.
3. If a rulemaking or other proceeding is pending or impending before a water board, a board member may, if he or she chooses to do so, have ex parte communications regarding issues in that proceeding.

### 1. Q. What is an ex parte communication?

A. An ex parte communication is a communication to a board member about a pending water board matter that occurs in the absence of other parties to the matter and without notice and opportunity for all parties to participate in the communication. People often refer to these communications as "one-sided," "off-the-record," or private communications between a board member and any person<sup>1</sup> concerning a matter that is pending or impending before the applicable water board.

One-sided communications does not mean that the communication must occur in privacy or among two people in order to be an ex parte communication. Even a public communication before a large audience may still be an ex parte communication if other parties to the proceeding do not have notice of and an opportunity to participate in the communication.

#### *Examples of ex parte communications include:*

1. A water board has scheduled a hearing to consider the assessment of administrative civil liability against a discharger for an illegal discharge. Before the hearing, a representative of an environmental group attempts to speak to a new board member regarding the discharger's alleged long-term violations of environmental laws. Such a communication would be ex parte.
2. A water board has scheduled a hearing to consider the issuance of a new discharge permit to Dairy X. The president of Dairy X invites a board member out to the site to show him/her the facility and explain its operation. Such a communication would be ex parte.

### 2. Q. What is a communication?

Communications include face-to-face conversations, phone calls, written correspondence, e-mails, instant messaging, and the next level of technology that presents itself. The Office of Chief Counsel also considers site visits and tours to be

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<sup>1</sup> There are special rules for certain staff who advise the board member. Please see Question 22.

## **EX PARTE QUESTIONS AND ANSWERS**

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ex parte communications. By their very nature, site visits communicate evidentiary information to board members. Site visits can be a useful part of the decision-making process and special procedures should be used for site visits. (Please see Questions 35-37.)

**3. Q. What purposes are served by limitations on ex parte communications?**

Rules regarding ex parte communications have their roots in constitutional principles of due process and fundamental fairness. With public agencies, ex parte communications rules also serve an important function in providing transparency. Ex parte communications may contribute to public cynicism that decisions are based more on special access and influence than on the facts, the laws, and the exercise of discretion to promote the public interest.

Ex parte communications are fundamentally offensive in adjudicative proceedings because they involve an opportunity by one party to influence the decision maker outside the presence of opposing parties, thus violating due process requirements. Such communications are not subject to rebuttal or comment by other parties. Ex parte communications can frustrate a lengthy and painstaking adjudicative process because certain decisive facts and arguments would not be reflected in the record or in the decisions. Finally, ex parte contacts may frustrate judicial review since the record would be missing such communications.

**4. Q. Do ex parte communications rules prevent water board members from understanding the issues and people's concerns?**

Ex parte communications rules do not prevent the flow of information to water board members. Instead, ex parte rules shape how the board members receive that information and are intended to ensure that board members receive relevant information in a fair and transparent manner. A person can share issues and concerns by filing appropriate documents with the board and during a public meeting consistent with the water boards' administrative procedures.

Essentially, ex parte rules allow everyone to know and, if desired, rebut the information upon which the water boards make decisions before they make their decisions. The rules are also intended to ensure that all board members have a common record upon which to make their decisions and that a court will be able to ascertain the bases for such decisions.

**5. Q. How can board members educate themselves without violating the prohibition on ex parte communications?**

Rules on ex parte communications should not serve to prevent board members from understanding the matters to be considered and decided by the board. If a board member needs additional information about a matter, there are appropriate processes that can be used. There is no substitute for an active, engaged board member when it comes to understanding an issue. Asking questions on the record, or requesting staff and interested persons to specifically address certain issues on the record, helps provide the necessary foundation for board action. In addition, staff assigned to advise the board (see Question 22) may provide assistance and advice, and may help evaluate

## EX PARTE QUESTIONS AND ANSWERS

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evidence in the record, so long as the staff does not furnish, augment, diminish, or modify the evidence in the record.

**6. Q. How can water board members explain ex parte rules to the public?**

This is a decision for individual board members to make. Board members are free to refer callers to the Office of Chief Counsel. If the board member chooses to explain ex parte limitations with a person, there are certain themes to keep in mind when explaining ex parte rules.

First, ex parte rules do not prevent anyone from providing information to the water boards or requesting specific actions from the water boards. Ex parte rules simply require that the information come into the record through a writing subject to public review or in a duly noticed, public meeting. Second, ex parte rules are designed to ensure fairness for everyone. No person or interest uniquely benefits from ex parte rules. The rules apply to everyone, and prevent any one person or interest from having special access to water board members. Third, ex parte rules provide transparency, allowing everyone to understand and to appreciate how the water boards reach a decision. By encouraging persons to submit written comments or speak on the record, a person's comments will be heard by all the water board members and other stakeholders. If a person persists, however, a board member can explain that s/he might become subject to disqualification, in which case the person's efforts to communicate with the board member will have been to no avail.

**7. Q. What proceedings are subject to the prohibition on ex parte communications?**

Only adjudicative proceedings are subject to the prohibition on ex parte communications. The water boards function in many capacities, from setting broad policies on water quality control, to planning to implement those policies, to implementing those policies through specific regulatory actions that determine the rights and duties of a person or class of persons. Adjudicative proceedings fall in the latter category of implementing policies through actions that determine the specific rights and duties of persons. (Please see Questions 8-11.)

The continuum from policy-setting to policy-implementing does not have discrete breakpoints. This question and answer document is designed to answer some of the most common questions and provide a useful framework for understanding ex parte issues. It does not create any rules beyond those contained in the Administrative Procedure Act or court decisions. Board members will need to work closely with legal counsel at times to determine whether the prohibition on ex parte communications applies to a specific action or proceeding.

### II. ADJUDICATIVE PROCEEDINGS

**A. Types of Adjudicative Actions**

**8. Q. What actions are adjudicative?**

Adjudicative actions are those actions where the water boards make a decision after determining specific facts and applying laws and regulations to those facts. Adjudicative proceedings are the evidentiary hearings used to determine the facts by which a water

## EX PARTE QUESTIONS AND ANSWERS

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board reaches a decision that determines the rights and duties of a particular person or persons. Adjudicative proceedings include, but are not limited to, enforcement actions and permit issuance. For example, any person who proposes to discharge waste to waters of the state must apply for a discharge permit. The proceeding to consider whether to issue the permit and the conditions to include in the permit would be adjudicative.

Below is a partial list of common water board actions that often follow adjudicative proceedings:

- National Pollutant Discharge Elimination System (NPDES) permits;
- Waste discharge requirements (WDRs);
- Water right permits and requests for reconsideration;
- Orders conditionally waiving waste discharge requirements;
- Administrative civil liability (ACL) orders;
- Cease and desist orders;
- Cleanup and abatement orders;
- Water quality certification orders (401 certification);
- Permit revocations.

A list of common actions that are not subject to the ex parte prohibition is provided in Part III.

**9. Q. Are ex parte communications prohibited for pending adjudicative actions?**

Yes. The ex parte communications prohibition for adjudicative proceedings originates in court decisions and has been codified in Chapter 4.5 of the Administrative Procedure Act. The Administrative Procedure Act prohibits "direct or indirect" communications to water board members about an issue in a pending adjudicative proceeding.

**10. Q. Does the ex parte communications prohibition apply to general permits?**

Yes. General waste discharge requirements determine the rights and duties of those persons subject to the general permit. General waste discharge requirements are directly enforceable against the dischargers who enroll under the permit. General waste discharge requirements are specifically exempt from the rulemaking provisions of the Administrative Procedure Act. The water boards adopt general waste discharge requirements following the same procedures as are used for any other permitting decision, as opposed to the legislative procedures used to adopt water quality control plans or for administrative rulemaking. General waste discharge requirements are also subject to the same judicial review standards as any other permit. In function and form, the issuance of general waste discharge requirements is an adjudicative action. The proceedings culminating in the issuance of general waste discharge requirements are, therefore, more appropriately considered adjudicative proceedings.

Under appropriate circumstances, a discrete, significant policy issue may be segregated from the adjudicative proceeding and decided using suitable procedures for policy-setting (e.g., regulations, amendments to a water quality control plan, or state policy for water quality control). The Court of Appeal recently sanctioned this approach in the *State Water Resources Control Board Cases*,<sup>2</sup> while noting the importance of

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<sup>2</sup> *State Water Resources Control Board Cases* (2006) 136 Cal.App.4th 674.

## EX PARTE QUESTIONS AND ANSWERS

recognizing the different requirements that apply to matters decided in an adjudicative proceeding and those decided separately in legislative proceedings. Those issues considered in the policy-setting procedure would not be subject to the prohibitions on ex parte communications during the policy-setting proceeding. However, the ex parte communications prohibition still applies to the general permit's adjudicative proceeding (including those issues not involved in the policy-setting proceeding and those issues addressed in the policy-setting proceeding once the policy-setting proceeding has concluded).

**11. Q. Does the ex parte communications prohibition apply to waivers?**

Yes. For many of the same reasons set forth in Question 10, the issuance of a conditional waiver pursuant to Water Code section 13269 is more appropriately considered an adjudicative proceeding. As discussed in Question 10, discrete, significant policy issues may be segregated from the adjudicative proceeding and decided using appropriate procedures for policy-setting (e.g., regulations, amendments to a water quality control plan, or state policy for water quality control).

**B. Pending Adjudicative Proceeding**

**12. Q. When is a proceeding pending?**

A proceeding is pending from the time the water board issues an initial pleading in an evidentiary proceeding, or from the time an application for a decision is filed that will require an evidentiary hearing, whichever is earlier. In many circumstances, the "initial pleading" will be a notice of hearing with the staff's proposed action.

For example, an adjudicative proceeding is pending for an administrative civil liability order from the time an administrative civil liability complaint is issued. A proceeding for issuance of waste discharge requirements is pending before a regional water board when the board receives a report of waste discharge, because that is an application for decision that will occur in a hearing before the board. For general waste discharge requirements, the notice of an evidentiary hearing makes the matter pending. For water rights permits, the best legal interpretation is that the proceeding is pending when the State Water Board issues a notice of hearing, because prior to that time there is no assurance that there will be an evidentiary hearing since the division chief may issue certain water rights permits.

**13. Q. What is an impending matter?**

The Administrative Procedure Act only addresses "pending" proceedings, however, there may be circumstances where board members are aware that an adjudicative action is impending. The fairness and transparency of the process are no less compromised if an ex parte communication takes place a few days before the issuance of a notice of hearing or the filing of a report of waste discharge. The desire of a person to speak with a board member about a specific site should generally be viewed as a signal that something is impending. Where a proceeding is clearly impending, water board members should consider ex parte communications to be prohibited based on due process considerations. For example, if a water board member knows that a notice on an enforcement action is to be signed on a Tuesday, it would be inappropriate for the

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## EX PARTE QUESTIONS AND ANSWERS

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board member to receive an ex parte communication concerning the enforcement matter on Monday night.

The issues concerning impending matters can be difficult and fact-specific. The most important issue with impending matters is to avoid a situation where it appears the communication was timed to avoid the Administrative Procedure Act's prohibition on ex parte communications for pending adjudicative actions. In the event there is a communication received on an impending matter, the board member may want to consider whether an appropriate disclosure should be made to avoid a subsequent allegation of impropriety. (Please see Question 26.) Water board members should consult with legal counsel if they have any questions on a specific communication in an impending matter.

**14. Q. How can a board member determine whether an action is pending?**

Some regional water boards maintain a list of applications under consideration and outstanding notices. Confer with your regional water board's Executive Officer (or for State Water Board members, the Executive Director) to determine how your water board maintains a list of pending adjudicative actions.

**15. Q. Are adjudicative matters pending before the regional water boards also pending before the State Water Board?**

No, but once the State Water Board receives a petition challenging a regional water board action, the ex parte communications prohibition applies to the petition proceeding. The State Water Board has the authority to review the regional water boards' adjudicative actions. Most regional water board adjudicative actions are not petitioned to the State Water Board. It would be inappropriate to consider a matter pending before the State Water Board while it is still pending before the regional water board and it might never be challenged to the State Water Board.

A State Water Board member may wish to confer with the Office of Chief Counsel before having a communication about a controversial regional water board adjudicative action where there is a substantial likelihood that a petition will be filed with the State Water Board. In certain circumstances, the more cautious legal advice may be to regard the adjudicative proceeding as *impending* before the State Water Board, even though it is still pending before the regional water board. Determining whether the matter is impending would be a fact-specific inquiry, and would only be the advice of legal counsel in light of those facts.

Once the State Water Board receives a petition, the basis for the State Water Board's review will generally be the evidentiary and administrative record before the regional water board. As a result, the same prohibition on ex parte communications that applies to regional water board members in the region taking the action applies to the State Water Board members deciding the petition on the merits. The prohibition on communications with the State Water Board members concerning a petition begins when the State Water Board receives the petition.

## EX PARTE QUESTIONS AND ANSWERS

**16. Q. Does a reopener provision in a permit mean an action is pending?**

No, not until a specific reopener or permit modification action is noticed for board action. Many permits include provisions that allow the regional water board to modify the permit based on subsequent information or conditions. The ability for a regional water board to reopen and modify the permit in the future does not trigger the prohibition on ex parte communication. However, once a water board issues a notice to reopen the permit, the rules concerning pending adjudicative proceedings would apply to the consideration of permit amendments.

**C. Scope of Ex Parte Communications Prohibition**

**17. Q. What subjects are covered by the ex parte communications prohibition?**

The Administrative Procedure Act's prohibition on ex parte communications is very broad. It extends to "direct and indirect" communications. Board members must be mindful that persons who ordinarily would not be subject to the prohibition (e.g., secretaries, staff assigned to advise the board) should not be used as a conduit for a prohibited ex parte communication, and thereby a source of an indirect communication.

The ex parte communications prohibition also extends to "any issue in the proceeding." With limited exceptions discussed in Questions 19-20, if the communication involves any issue in the proceeding, be it a factual issue, a legal issue, or a policy issue, it is subject to the ex parte communications prohibition.

**18. Q. Are all communications prohibited with a person interested in an adjudicative proceeding pending before a water board?**

No. Communications are only prohibited to the extent they reach an issue in the proceeding. Even where a matter is pending before a water board, a communication with a party to the matter is not considered ex parte if the communication does not relate to the matter.

**19. Q. Are there exceptions to the prohibition?**

There are certain limited exceptions to the prohibition on ex parte communications. First, as discussed in Question 22, certain staff advising the board are not subject to the prohibition. Second, there are limited statutory exemptions, but generally they should only be used after consultation with legal counsel. The first statutory exemption is typically not available to the water boards, and involves communications to resolve an ex parte matter specifically authorized by statute. The second statutory exemption is for communications that concern a matter of procedure or practice that is not in controversy.

**20. Q. What is a matter of practice or procedure that is not in controversy?**

The Law Revision Commission comments supporting the Administrative Procedure Act give several examples of the types of "practice and procedure" matters that are not in controversy. Matters of practice and procedure include the format of papers to be submitted, the number of copies, manner of service, and calendaring meetings. The Administrative Procedure Act also identifies continuances, as a matter of practice or procedure. Delays associated with a continuance request, however, may often be

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## **EX PARTE QUESTIONS AND ANSWERS**

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controversial. As a result, a request for continuance ordinarily should be made through more formal procedures to ensure that all parties are aware of the request and have an opportunity to respond.

Generally, staff or counsel, as opposed to a board member, would handle the types of matters embraced by this exception to the Administrative Procedure Act's prohibition on ex parte communications.

### **D. Persons Subject to the Ex Parte Communications Prohibition**

#### **21. Q. Who is subject to the rules prohibiting ex parte communications?**

Generally, the prohibition on ex parte communications extends to any person attempting to communicate with a board member about an issue in a pending adjudicative proceeding. The Administrative Procedure Act broadly defines person to include "an individual, partnership, corporation, governmental subdivision or unit of a governmental subdivision, or public or private organization or entity of any character." As a result, essentially anyone expressing an interest in a water board action and attempting to communicate with a board member is subject to the prohibition on ex parte communications in adjudicative proceedings.

The notable exceptions to the prohibition are for communications between board members and from certain staff of the water boards (see Question 22). Because board members collectively serve as the presiding officer for an adjudicative hearing, communications among the board members are not subject to the ex parte prohibition. Obviously the members remain subject to other substantive and procedural laws (such as the Bagley-Keene Open Meeting Act, which prohibits a quorum of a state board from discussing an issue either collectively or through serial discussions).

#### **22. Q. May staff communicate with board members without violating ex parte rules?**

Certain staff may communicate with the board members without violating ex parte rules. Staff may communicate with water board members about a pending adjudicative proceeding under three circumstances. Staff and legal counsel will generally be responsible for knowing their assignments on specific proceedings, and will only contact board members if appropriate pursuant to one of the following circumstances. If a board member wishes to communicate with staff and does not know which staff may be an appropriate contact, the board member should contact the Office of Chief Counsel to determine the appropriate staff contact. (Please see Question 42.)

(1) *Staff Assigned to Assist and Advise the Board:* In virtually all circumstances, there are some staff (including at least one attorney) assigned to assist and advise a water board. These staff members are not advocates for a particular action, and in fact, cannot have served as investigators, prosecutors, or advocates in the proceeding or its pre-adjudicative stage for the ex parte exception to apply. These staff members may evaluate the evidence in the record but shall not furnish, augment, diminish, or modify the evidence in the record. For certain proceedings, the water board may issue a memorandum detailing staff responsibilities and identifying the staff assigned to assist and advise the board.

## EX PARTE QUESTIONS AND ANSWERS

(2) *Staff Advising the Board on a Settlement Offer:* A staff member of the water boards, even if s/he has previously served as an investigator or advocate in the pending adjudicative proceeding, may communicate with a board member concerning a settlement proposal advocated by the staff member. While the Administrative Procedure Act permits such communications, the more cautious approach would be for the water board to receive the proposed settlement communication in writing to avoid any subsequent claims of irregularity and to allow the water board to receive a candid assessment from advisory staff who have not participated in the investigation or advocacy of a specific action.

(3) *Staff Advising the Board in Nonprosecutorial Proceedings:* A staff member of the water boards, even if s/he has previously served as an investigator or advocate in the pending adjudicative proceeding may communicate with a board member concerning issues in a non-prosecutorial proceeding. These discussions are not subject to the ex parte communications prohibition.

**23. Q. Are other government officials subject to the ex parte rules?**

Yes. Persons representing other government officials and agencies (local, state, or federal) are subject to the Administrative Procedure Act's prohibition on ex parte communications if they attempt to communicate with a water board member about a pending adjudicative proceeding. Keep in mind that the State Water Board and regional water boards are separate state agencies. As a result, the ex parte rules extend to communications between members of different water boards.

**24. Q. May a board member attend a publicly noticed staff-level workshop on an adjudicative matter?**

Yes. When water board staff notice a meeting, even as a staff-level workshop, interested persons are on notice that issues pertaining to the adjudicative matter will be discussed. The staff workshop record (including, for example, the audio tape from the workshop) would become part of the record and basis for the subsequent action by the water board. It is permissible for a board member or multiple board members to attend such a workshop, and the communications received during such a workshop are not ex parte communications. If a quorum of the water board may be present, a Bagley-Keene Open Meeting Act notice may also be necessary.

**E. Consequences of Prohibited Ex Parte Communications**

**25. Q. What are the consequences of violating the ex parte communications prohibition?**

Prohibited ex parte communications can have a number of consequences. First, board members must disclose a prohibited ex parte communication on the record and the board may be required to hear comments or additional evidence in response to the ex parte communication. Second, a prohibited ex parte communication may be grounds for disqualifying the board member from participating in the adjudicative proceeding. Third, a prohibited ex parte communication could be used as a basis for a subsequent legal challenge to the board's adjudicative action, especially if the communication is not properly disclosed and the board member participates in the proceeding. The Administrative Procedure Act also authorizes a water board to sanction a person

assessment from advisory staff who have not participated in the investigation or advocacy of a specific action.

(3) *Staff Advising the Board in Nonprosecutorial Proceedings:* A staff member of the water boards, even if s/he has previously served as an investigator or advocate in the pending adjudicative proceeding may communicate with a board member concerning issues in a non-prosecutorial proceeding. These discussions are not subject to the ex parte communications prohibition.

**23. Q. Are other government officials subject to the ex parte rules?**

Yes. Persons representing other government officials and agencies (local, state, or federal) are subject to the Administrative Procedure Act's prohibition on ex parte communications if they attempt to communicate with a water board member about a pending adjudicative proceeding. Keep in mind that the State Water Board and regional water boards are separate state agencies. As a result, the ex parte rules extend to communications between members of different water boards.

**24. Q. May a board member attend a publicly noticed staff-level workshop on an adjudicative matter?**

Yes. When water board staff notice a meeting, even as a staff-level workshop, interested persons are on notice that issues pertaining to the adjudicative matter will be discussed. The staff workshop record (including, for example, the audio tape from the workshop) would become part of the record and basis for the subsequent action by the water board. It is permissible for a board member or multiple board members to attend such a workshop, and the communications received during such a workshop are not ex parte communications. If a quorum of the water board may be present, a Bagley-Keene Open Meeting Act notice may also be necessary.

**E. Consequences of Prohibited Ex Parte Communications**

**25. Q. What are the consequences of violating the ex parte communications prohibition?**

Prohibited ex parte communications can have a number of consequences. First, board members must disclose a prohibited ex parte communication on the record and the board may be required to hear comments or additional evidence in response to the ex parte communication. Second, a prohibited ex parte communication may be grounds for disqualifying the board member from participating in the adjudicative proceeding. Third, a prohibited ex parte communication could be used as a basis for a subsequent legal challenge to the board's adjudicative action, especially if the communication is not properly disclosed and the board member participates in the proceeding. The Administrative Procedure Act also authorizes a water board to sanction a person

## **EX PARTE QUESTIONS AND ANSWERS**

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violating the prohibition on ex parte communications, although this is likely to be used only for egregious or recurring violations.

**26. Q. How may a board member cure an inadvertent ex parte communication?**

The Administrative Procedure Act provides explicit procedures that a board member is required to follow if there has been an ex parte communications. These procedures do not subsume the rule or provide a mechanism for circumventing the Legislature's prohibition on ex parte communications in adjudicative proceedings.

In the event of receiving a prohibited ex parte communication, the water board member must disclose the communication on the record. Disclosure requires either (1) including a written ex parte communication in the record, along with any response from the board member, or (2) memorializing an oral communication by including a memorandum in the record stating the substance of the communication, identifying who was present at the time of the communication, and any response from the board member. The board member must notify all parties of the ex parte disclosures. Additional proceedings may be necessary if a party timely requests an opportunity to address the disclosure.

In the event a board member receives what may be a prohibited ex parte communication, it is important to work with legal counsel to determine whether the communication is indeed prohibited, and, if the communication is prohibited, that it is disclosed as required by the Administrative Procedure Act.

**27. Q. What if a board member received a communication about an adjudicative proceeding before becoming a board member?**

The Administrative Procedure Act requires a water board member to disclose any communications the member received, prior to becoming a board member, about adjudicative proceedings pending before the water board at the time the member received the communication. This provision recognizes that the communication was not per se prohibited (because the person was not yet a board member), but still provides a mechanism to disclose such communications in the interest of fairness. The disclosure follows the same procedure discussed in Question 26.

Importantly, this provision of the Administrative Procedure Act does not require all communications the new board member has ever received to be disclosed simply because the communication involves an issue in the adjudicative proceeding. Instead, the provision only reaches back to the time the adjudicative proceeding was pending before the water board. Further, the factual circumstances requiring disclosure rarely occur because there are three necessary elements to trigger this disclosure requirement: (1) a communication the member recalls receiving prior to serving on the board, (2) the communication involves an adjudicative matter pending before the board, and (3) the communication occurred at a time the adjudicative matter was already pending before the board.

## EX PARTE QUESTIONS AND ANSWERS

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### III. RULEMAKING AND OTHER PROCEEDINGS

**28. Q. What actions are rulemaking?**

Rulemaking proceedings are proceedings designed for the adoption, amendment, or repeal of any rule, regulation, or standard of general application. Rulemaking proceedings include proceedings to adopt regulations, water quality control plans, policies, or guidelines. The water boards adopt most total maximum daily loads (TMDLs) as basin plan amendments, so TMDLs typically are rulemaking proceedings.

Below is a partial list of common water board actions resulting from rulemaking proceedings:

- Water quality control plans (e.g., basin plan amendments, statewide plans such as the Ocean Plan);
- State Policy for Water Quality Control (e.g., the State Water Board's Water Quality Enforcement Policy);
- Regulations;
- Guidelines.

**29. Q. Is there a prohibition on private communications in rulemaking actions?**

No. The Administrative Procedure Act contains no prohibition against private communications during rulemaking proceedings. However, information obtained outside of the public record for the rulemaking action may not form the basis for a board's action and the board's action must be supported by the information contained in the record. Some of the same policy rationales for the ex parte communications prohibition exist for rulemaking. Nothing prevents individual water board members from choosing to avoid such communications during rulemaking proceedings.

**30. Q. What is the Office of Chief Counsel's recommendation on handling communications in rulemaking proceedings?**

There is no constitutional or statutory duty to disclose private communications in rulemaking proceedings, but the Office of Chief Counsel advises water board members to disclose on the record any private communications received during rulemaking proceedings. The reasons for this recommendation are multifold. First, the water boards must base rulemaking decisions on the public record, because the public record is a water board's justification for defending an action in court. If a board member supports a specific rulemaking decision because of technical information the member receives from an ex parte communication but fails to disclose the communication, that information will not be in the record to support the board's action.

Second, the same fairness and transparency issues that underlie the ex parte prohibition for adjudicative proceedings support disclosing private communications in rulemaking proceedings. The water boards only have limited jurisdiction within the ambit delegated by the Legislature. It is appropriate that the public know the information and basis for the water boards' decisions to ensure that those decisions are being made not only in conformance with the law, but also within the scope of the considerations identified by the Legislature and water board regulations.

## **EX PARTE QUESTIONS AND ANSWERS**

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- 31. Q. If a member chooses to disclose a communication, what is the preferred procedure?**

If a board member chooses to participate in private communications in rulemaking proceedings and chooses to disclose those communications, the Office of Chief Counsel recommends a procedure similar to that described in Question 26 for adjudicative proceedings. First, the board member would notify the person that a full disclosure of the private communication will be entered in the water board's record. Second, the board member would disclose the private communication in the water board's record. The disclosure would include the identity of the persons involved in the communication, the approximate date of the communication, and the substance of the communication.

- 32. Q. May a board member communicate with a person about how a general requirement may be translated into a subsequent permit requirement?**

Yes, as long as the subsequent permit proceeding is not pending or impending. When a water board is considering a general provision of rulemaking action it is appropriate to hear testimony about how the general provision may be converted into specific, subsequent permit requirements. The fact that this information is received during a rulemaking proceeding does not trigger the ex parte communications prohibition for the subsequent adjudicative proceeding that implements the requirements of the rulemaking. The ex parte communications prohibition will attach when the subsequent adjudicative action is pending. (Please see Questions 12-13.)

- 33. Q. What are "other proceedings"?**

Certain proceedings before the water boards are neither adjudicative nor rulemaking proceedings. For example, the water boards often have informational items presented by staff or stakeholders. Informational items do not necessarily lead to a specific board action, but inform members about general water quality or water rights matters. In addition, the State Water Board takes some actions that are neither rulemaking or adjudicative actions (e.g., certain contracting and grants actions).

Below is a list of common, other proceedings:

- Information items;
- Workshops not conducted as part of an adjudicative or rulemaking proceeding;
- Contracting;
- Grant awarding;
- Hiring decisions and awards for employee accomplishments;
- Adopting or making comments to other entities conducting their own proceedings, such as comments on a federal Environmental Impact Statement;
- Discretionary actions to initiate or consider initiating proceedings, not amounting to a decision on the merits, such as referral of a matter to the Attorney General for enforcement.

- 34. Q. Are "other proceedings" subject to ex parte rules?**

These other proceedings do not trigger ex parte communications prohibitions under the Administrative Procedure Act and do not have the same factors supporting the Office of Chief Counsel's recommendation to disclose ex parte communications in rulemaking

## **EX PARTE QUESTIONS AND ANSWERS**

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proceedings. Where these proceedings involve closed sessions, communications subject to the attorney-client privilege, or certain law enforcement related information, confidentiality protections may apply. Otherwise, nothing prevents individual water board members from choosing to avoid such communications or to disclose such communications.

### **IV. SITE VISITS**

**35. Q. Is a site visit a form of ex parte communication?**

Yes. Unless a tour or site visit is publicly noticed, the Office of Chief Counsel considers a site visit or tour of a facility, while an adjudicative proceedings is pending for that facility, to be an ex parte communication. By their very nature, site visits communicate evidentiary information to water board members. In addition, site visits frequently result in communications from the site operator about the pending matter.

**36. Q. Can a board member visit a regulated facility when an adjudicative action is pending?**

Yes, but only if the board provides interested persons notice and an opportunity to participate. Site visits can be a useful part of the decision-making process and special procedures should be used for site visits. A site visit essentially moves part of the evidentiary proceeding from the board hearing to a visit of the site. It is not necessary that all board members participate in the site visit for it to be permissible. In fact, a single board member can participate in a staff-level site visit if the board properly notices the visit.

To notice a site visit, the interested party list for an adjudicative proceeding should be provided sufficient notice with information about the tour and how to participate. There may be special concerns about accessibility and liability that may raise other legal issues. It is important to work with legal counsel when arranging site visits during a pending adjudicative proceeding.

**37. Q. Can a board member visit a regulated facility when no adjudicative action is pending for that facility?**

Yes. When there is no adjudicative action pending or impending, a water board member may visit a site that is subject to the water board's regulations. Before scheduling such a visit, it is important to coordinate with water board staff to ensure there is no pending enforcement action involving the facility and to ensure that the owner has no objection to a visit.

### **V. GENERAL ISSUES**

**38. Q. Why can legislators talk to anyone and the board members cannot?**

Ex parte communications rules reflect the water boards' hybrid powers. Unlike the Legislature, the water boards have attributes of both legislative power and judicial power. The ex parte communications prohibition arises when the water boards are exercising their judicial power. Rules and due process preclude judges from receiving

## EX PARTE QUESTIONS AND ANSWERS

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ex parte communications on matters pending before them or inferior courts. Similarly, even when exercising legislative power, the water boards do so within the narrow confines of power granted by the Legislature. Ex parte rules can help ensure that the water boards are exercising the powers conferred by the Legislature within the confines of the power conferred by the Legislature.

**39. Q. Why can the public talk to city council members and not board members?**

There is some overlap between ex parte communications prohibitions for city council members and water board members. To the extent the prohibition is broader for water board members it reflects the greater number of adjudicative matters decided by the water boards and the breadth of the Administrative Procedure Act. The Administrative Procedure Act is not directly applicable to city councils. As a result, ex parte communications with city council members do not necessarily reach "direct and indirect" communications on "any issue in the proceeding."

**40. Q. How should a board member handle comments concerning pending adjudicative proceedings raised in connection with other proceedings in which the board member participates?**

As part of a board member's participation in other matters, a board member may receive communications relating to specific adjudicative proceedings. For example, a legislator may ask a State Water Board member to participate in a meeting related to proposed proceedings relating to application processing. As part of that meeting the legislator or another participant may complain about how a particular application, that is the subject of a pending adjudicative proceeding, is being handled. The meeting does not involve an improper ex parte contact, because it concerns proposed legislation, not an adjudicative proceeding, but the specific complaint involves an inappropriate ex parte contact.

To avoid this problem, board members should make clear at the outset that they cannot discuss specific adjudicative proceedings pending before the water boards. If, despite this warning, a participant begins to raise issues concerning a specific pending proceeding, the board member should interrupt to remind the participants that the board member cannot discuss those issues. Any ex parte communications that occur as part of the meeting should be disclosed, following the procedures discussed in Question 26.

**41. Q. Is a communication about a pending adjudicative matter, received during a public forum, an ex parte communication?**

Yes. While the water boards are required to have a public forum, persons interested in a pending adjudicative proceeding do not have notice that their issue may be discussed during a specific public forum. Therefore, even though the board receives the communication during a public meeting, the communication may violate the ex parte prohibition if it concerns a pending adjudicative proceeding. Legal counsel will typically work with a water board's chair if this circumstance occurs. Fortunately, such communications can typically be cured by including a copy of the public forum transcript or tape into the administrative record for the adjudicative proceeding.

## EX PARTE QUESTIONS AND ANSWERS

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**42. Q. Whom can a board member speak with to clarify ex parte concerns?**

Water board members should contact the Office of Chief Counsel with questions about ex parte issues. A regional water board member should contact the attorney assigned to represent the member's region or the assistant chief counsel for regional board services. State Water Board members should contact the chief counsel.

In all circumstances, a water board member should indicate that he or she has a question about ex parte communications in *Matter X*—identifying the specific matter. It is important to identify the specific matter, because at times certain attorneys within the Office of Chief Counsel (even the chief counsel) may be recused from a matter or may be assigned to prosecute the matter. By identifying the matter from the outset of the communication, the attorney can make sure you are getting the correct advice from the correct person.

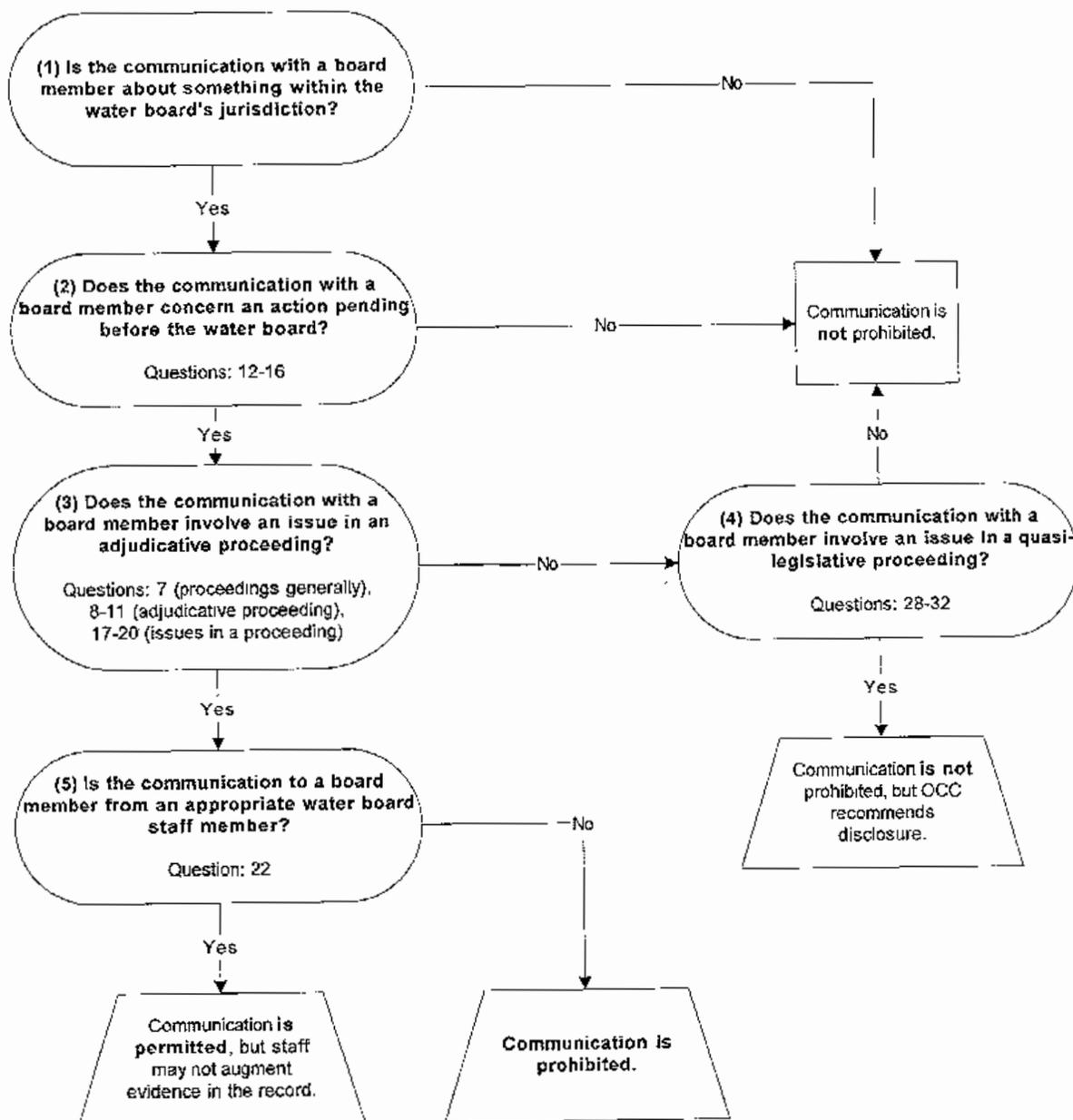
**43. Q. Who is responsible for complying with the ex parte rules – the board members or the public?**

There is a shared responsibility for complying with the ex parte communications prohibition of the Administrative Procedure Act. Water board members are expected to know the rules and remain vigilant in their application of the rule. If a person attempts to violate the prohibition on ex parte communications, the board member should be prepared to stop the communication, because of the risk the communication could result in disqualification of the board member.

Persons participating in adjudicative proceedings also have an obligation to understand and follow the rules, particularly attorneys and professional lobbyists. As discussed in Question 25, in egregious circumstances violating the prohibition on ex parte communications can subject a person to civil contempt proceedings.

# EX PARTE QUESTIONS AND ANSWERS

## VI. SIMPLIFIED EX PARTE FLOW CHART



# C/CAG

CITY/COUNTY ASSOCIATION OF GOVERNMENTS  
OF SAN MATEO COUNTY

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August 22, 2007

Honorable Barbara Pierce, Mayor  
City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

Dear Mayor Pierce:

RE: Airport Land Use Commission (C/CAG Board) Action on a Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: Proposed Zoning Amendment and Adoption of a Precise Plan for the Proposed Peninsula Park Mixed – Use Development on Bair Island Road Southeast of San Carlos Airport

At its Regular Meeting on August 9, 2007, the C/CAG Board, in its role as the Airport Land Use Commission, unanimously approved a recommendation from the C/CAG Airport Land Use Committee (ALUC) to determine that the proposed City of Redwood City zoning amendment and *Draft Peninsula Park Precise Plan* are consistent with the applicable airport land use compatibility criteria, as contained in the *San Mateo County Comprehensive Airport Land Use Plan December 1996*, as amended, for San Carlos Airport, based on the Board's adoption of the following conditions:

1. That the City of Redwood City amend the *Draft Peninsula Park Precise Plan* document to include the following text to address airport-related safety concerns:

"Future development within the *Peninsula Park Precise Plan* area shall comply with all relevant FAA standards and criteria for safety, regarding flashing lights, reflective material, land uses which may attract large concentrations of birds, HVAC exhaust vents, and any uses which may generate electrical or electronic interference with aircraft communications and/or instrumentation."

2. That the City of Redwood City amend the *Draft Peninsula Park Precise Plan* document to include the following text to address FAR Part 77 airspace protection parameters<sup>1</sup>:

"The project sponsor shall submit the height and location of each of the 10 residential towers to the FAA, via FAA Form 7460-1, "Notice of Proposed Construction or Alteration" for an airspace impact evaluation, via a formal FAA aeronautical study. The findings of the FAA aeronautical study will be incorporated into the final approval for the construction of each tower in the *Precise Plan* area."

<sup>1</sup> For FAA purposes, the maximum building height for each residential tower will include the height of the highest element on top of the tower (i.e. flag pole, light standard, HVAC equipment, etc.)

ITEM 8.1

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

-185-

City of Redwood City  
1017 Middlefield Road  
Redwood City, CA 94063

Dear Mayor Pierce:

RE: Airport Land Use Commission (C/CAG Board) Action on a Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: Proposed Zoning Amendment and Adoption of a Precise Plan for the Proposed Peninsula Park Mixed – Use Development on Bair Island Road Southeast of San Carlos Airport

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<sup>1</sup> For FAA purposes, the maximum building height for each residential tower will include the height of the highest element on top of the tower (i.e. flag pole, light standard, HVAC equipment, etc.)

ITEM 8.1

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

-185-

**C/CAG Board Action Letter to the Hon. Barbara Pierce, Mayor, City of Redwood City,**

*Re: Comprehensive Airport Land Use Plan (CLUP) Consistency Review of a Referral from the City of Redwood City, Re: Proposed Zoning Amendment and Adoption of a Precise Plan for the Proposed Peninsula Park Mixed - Use Development on Bair Island Road Southeast of San Carlos Airport*

**August 22, 2007**

**Page 2 of 3**

3. That the project sponsor conduct and submit an acoustical study for the residential portion of the project, in accordance with *California Code of Regulations Title 24, Part 2*, to identify the exterior reference or criterion level for the project site. In the event that such study indicates an exterior reference or criterion level greater than 60 dB CNEL, then in that event, the project sponsor shall conduct and submit an additional acoustical study to identify appropriate acoustic elements to be installed during construction to achieve an interior noise level of not more than 45 dB CNEL in all habitable rooms, based on aircraft noise events related to aircraft operations at San Carlos Airport, commercial air traffic, and transient general aviation traffic that generally occurs within two miles of the project site. The report shall be submitted to and approved by the City of Redwood City Building Department prior to the issuance of any building permits for residential construction. This requirement is consistent with the following sections of the 2001 California Building Code: Appendix 12, Division IIA - Sound Transmission Control: Section 1208A.1.1 *Purpose and Scope*, Section 1208A.8.2 *Allowable Interior Noise Levels*, Section 1208A.8.3 *Airport Noise Sources*, and Section 1208A.8.5 *Compliance*.
4. That the project sponsor conduct and submit an acoustical study for the proposed hotel on the project site to identify the exterior reference or criterion level for the project site. In the event that such study indicates an exterior reference or criterion level greater than 60 dB CNEL, then in that event the project sponsor shall conduct and submit an additional acoustical study to identify appropriate acoustic elements, to be installed during construction, to achieve an interior noise level of not more than 45 dB CNEL in all sleeping rooms, based on aircraft noise events related to aircraft operations at San Carlos Airport, commercial air traffic, and transient general aviation traffic that generally occurs within two miles of the project site. The report shall be submitted to and approved by the City of Redwood City Building Department prior to the issuance of any building permits for hotel construction. This requirement is consistent with the following sections of the 2001 California Building Code: Appendix 12, Division IIA - Sound Transmission Control: Section 1208A.1.1 *Purpose and Scope*, Section 1208A.8.2 *Allowable Interior Noise Levels*, Section 1208A.8.3 *Airport Noise Sources*, and Section 1208A.8.5 *Compliance*.
5. That the City of Redwood City amend the *Draft Peninsula Park Precise Plan* document to include the following text, to address state-mandated real estate disclosure for properties located within the adopted San Carlos Airport Influence Area (AIA) boundary:

"All of the *Draft Peninsula Precise Plan* area is located within Area B of the adopted Airport Influence Area (AIA) boundary for San Carlos Airport. Therefore, all transfers of real property within the *Precise Plan* area are subject to the real estate disclosure requirements specified in Chapter 496, Statutes of 2002."

6. That the City of Redwood City amend the *Draft Peninsula Park Precise Plan* document to include the following text, to address state-mandated general plan and/or specific plan compliance with the relevant airport/land use compatibility criteria in the adopted airport/land use plan:

"California Government Code Section 65302.3 states that a local agency general plan and/or any affected specific plan must be consistent with the applicable airport/land use compatibility criteria contained in the relevant adopted airport land use plan (CLUP). The goals, objectives, policies, and development criteria contained in this document are consistent with the applicable airport/land use compatibility criteria contained in the *San Mateo County Comprehensive Airport Land Use Plan December 1996*, as amended, for San Carlos Airport."

Adoption of these conditions constitutes the Airport Land Use Commission's (C/CAG Board) official action on the above-referenced referral. Thank you for your city's participation in the state-mandated airport/land use compatibility review process.

Sincerely,



Deborah Gordon, C/CAG Chairperson

cc: C/CAG Board Members  
C/CAG Airport Land Use Committee (ALUC) Members

the real estate disclosure requirements specified in Chapter 496, Statutes of 2002.

6. That the City of Redwood City amend the *Draft Peninsula Park Precise Plan* document to include the following text, to address state-mandated general plan and/or specific plan compliance with the relevant airport/land use compatibility criteria in the adopted airport/land use plan:

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Sincerely,



Deborah Gordon, C/CAG Chairperson

cc: C/CAG Board Members  
C/CAG Airport Land Use Committee (ALUC) Members



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Woodside*

Date: August 28, 2007

The Honorable Senator Darrell Steinberg  
State Capitol Building, Room 4035  
Sacramento, CA 95814

**RE: SB 375 (Steinberg): Transportation Planning: Preferred Growth Scenarios  
Oppose**

Dear Senator Steinberg:

I am writing on behalf of the City/County Association of Governments to inform you that we oppose **SB 375 (Steinberg)**.

The bill, as it currently stands, has too many provisions that are impractical. For example, this bill would require the Council of Governments (COGs) to develop a plan to channel growth into specific areas of a region to reduce carbon emissions. However, this directly conflicts with the Regional Housing Needs Assessments (RHNA) process that allocates housing on a fair share basis. Similarly, the adoption of a preferred growth scenario by a COG is not adequately squared against the role of Local Agency Formation Commissions (LAFCOs). Compounding all of the problems embodied in SB 375 is the fact that this legislation is premature. The Administration has barely begun to implement AB 32, last year's climate change legislation.

Our cities are committed to do its share on reducing carbon emissions, but AB 32 needs to be given a chance to work. Clearly, SB 375 would benefit more communities if it becomes a two-year bill that will allow us more time to resolve such issues.

For example, the Bay Area Air District and ICLEI will be hosting an inventory development work session for local governments in San Mateo and Santa Clara counties on Friday, September 7, 2007. Approximately 38 cities, the local Air Board (BAAQMD), ABAG, Sustainable Silicon Valley, PG&E and the Joint Venture: Silicon Valley Climate Protection will be working together on regional greenhouse gas inventories and solutions.

As a COG, we are particularly concerned about the imposition of a new "preferred growth scenario" which undermines local land use decisions and handcuffs transportation funding. The imposition of state defined "significant resource areas" works against the

**ITEM 8.2**

impressive collaborative and voluntary work that local governments have accomplished through regional blueprints.

What local governments need on the climate change issue from the state is true assistance and collaboration, not a top-down growth control proposal that holds local transportation funds hostage.

If you have any questions, please contact me at 650-599-1420.

Sincerely,



Richard Napier  
Executive Director C/CAG

CC:

San Mateo Delegates:

Senator Joseph Simitian  
Senator Leland Yee

Assembly member Ira Ruskin  
Assembly member Gene Mullin  
Assembly member Fiona Ma

Mary Creasey, League of California Cities

**C/CAG**  
**CITY/COUNTY ASSOCIATION OF GOVERNMENTS**  
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Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco •  
Woodside*

Date: August 28, 2007

- The Honorable Assemblyman Mark Leno  
Assembly Committee on Appropriations  
State Capitol Building, Room 2114  
Sacramento, CA 94249-0013

**RE: SB 375 (Steinberg): Transportation Planning: Preferred Growth Scenarios  
Oppose**

Dear Chairman Leno:

I am writing on behalf of the City/County Association of Governments to inform you that we oppose SB 375 (Steinberg) in its current form. As you are aware, other sectors also have concerns about this bill and its long-term implications. However, as a minimum, we would strongly urge you to consider this bill as a two-year bill so that it would allow us more time to resolve the following issues with Senator Steinberg.

The bill, as it currently stands, has too many provisions that are impractical. For example, this bill would require the Council of Governments (COGs) to develop a plan to channel growth into specific areas of a region to reduce carbon emissions. However, this directly conflicts with the Regional Housing Needs Assessments (RHNA) process that allocates housing on a fair share basis. Similarly, the adoption of a preferred growth scenario by a COG is not adequately squared against the role of Local Agency Formation Commissions (LAFCOs). Compounding all of the problems embodied in SB 375 is the fact that this legislation is premature. The Administration has barely begun to implement AB 32, last year's climate change legislation.

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As a COG, we are particularly concerned about the imposition of a new "preferred growth scenario" which undermines local land use decisions and handcuffs transportation funding. The imposition of state defined "significant resource areas" works against the impressive collaborative and voluntary work that local governments have already accomplished through regional blueprints.

What local governments need on the climate change issue from the state is true assistance and collaboration, not a top-down growth control proposal that holds local transportation funds hostage.

If you have any questions, please contact me at 650-599-1420.

Sincerely,  
  
Richard Napier  
Executive Director C/CAG

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Senator Joseph Simitian  
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# C/CAG

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

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Millbrae • Pacifica • Portola Valley • Redwood City • San Bruno • San Carlos • San Mateo • San Mateo County • South San Francisco • Woodside*

September 11, 2007

The Honorable Arnold Schwarzenegger  
Governor of California  
State Capitol Building  
Sacramento, CA 95814

### Re: **REQUEST TO SIGN SENATE BILL SB 613 (SIMITIAN) TO EXTEND THE SAN MATEO COUNTY ENVIRONMENTAL/ TRANSPORTATION PILOT PROGRAM**

Dear Governor Schwarzenegger:

The City/County Association of Governments of San Mateo County (C/CAG) requests that you sign SB 613 authored by Senator Joseph Simitian. This bill provides a 10-year extension of the current pilot program (California Government Code Section 65089.11 et. seq.) that you signed in September 2004. There are no other changes to existing law. The objective of the program is to address the negative impact of motor vehicles on the environment and congestion.

C/CAG is an association of governments comprised of all 20 Cities and the County in San Mateo County. The association's Board of Directors is comprised of one elected official from each city and the County. All of the member jurisdictions of C/CAG have individually passed a resolution in support of SB 613.

The accomplishments of the pilot program merits its continuation and signing of SB 613.

Environmental/ Transportation Pilot Program Accomplishments:

- 1- Hydrogen Highway Implementation** - C/CAG has committed funds from the current law to support two SB 76 (Hydrogen/ Alternative Fuel Funding) projects: A- PG&E Hydrogen Station in San Carlos (Of the three awarded in the state, this is the only station with the contract executed) and B- Operation of one Ford Hydrogen Shuttle for two years. This is supportive of your vision of a Hydrogen Highway in California.
- 2- Public/ Private Partnership** - The Hydrogen Highway implementation is a public/private partnership involving Public: State of California/ San Mateo County (5)/ Santa Clara County (1) and Private: Ford/ PG&E/ Air Products/ Parking Company of America.
- 3- Stormwater Pollution Reduction** - Provided part of the funds to support 61,000 miles of street sweeping and 10,000 storm drain inlets/ catch basins inspected and cleaned. This will prevent tons of motor vehicle pollution from entering SF Bay by stormwater.

**ITEM 8.3**

- 4- **Traffic Congestion Mitigation** - Provided part of the funds to support improvements to street pavements, traffic signals, and signage.
- 5- **Management Controls** - Complied with the legislation for annual reports and audits and submitted them to the legislature.
- 6- **Broad Based Support for SB 613 Including Business** - The Silicon Valley Leadership Group, representing more than 200 businesses; and the San Mateo County Economic Development Association (SAMCEDA), representing 250 businesses, have sent letters supporting SB 613. SB 613 also has the broad support of Chambers of Commerce (10), environmental groups, organized labor, and ALL 20 cities and the County.
- 7- **No Local Opposition** - The existing program has not received any local opposition or legal challenges, even after extensive public notice, hearings, and discussion in regional/ local press and media venues. To date, there is no local opposition to SB 613.

Signing SB 613 will enable the City/ County Association of Governments of San Mateo County to continue these innovative programs that are consistent with your Administration's priorities.

Please find attached, a brochure, listing our goals and accomplishments and a detailed list of supporters. Therefore, I would encourage you to sign SB 613. Please contact C/CAG's Executive Director, Richard Napier, at 650 599-1420 if you have any questions or need additional information. Your favorable consideration of this request is appreciated.

Sincerely,



Deborah C. Gordon  
Chair

Enclosure

Cc: Honorable Joseph Simitian

# C/CAG

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

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

September 11, 2007

The Honorable Arnold Schwarzenegger  
Governor of California  
State Capitol Building  
Sacramento, CA 95814

**RE: REQUEST TO SIGN ASSEMBLY BILL (AB) 468 (RUSKIN) TO IMPROVE THE  
ABANDONED VEHICLE ABATEMENT PROGRAM**

Dear Governor Schwarzenegger:

The City/ County Association of Governments of San Mateo County (C/CAG) is the Abandoned Vehicle Abatement (AVA) Service Authority for San Mateo County. On behalf of the City / County Association of Governments of San Mateo County, I am writing to encourage you to sign into law AB 468 which will improve the current Abandoned Vehicle Abatement (AVA) Program by clarifying the intent of the existing California Government Code.

The current AVA program is an important piece of California Government Code that helps the community to remove abandoned vehicles. However, we also believe that the code, in its current configuration, is ambiguous and leads to misinterpretations between various enforcement and oversight agencies. C/CAG worked closely with the California Highway Patrol (CHP) staff, members of the legislative staff, various Service Authorities, and the towing companies to develop language for the legislation that realistically addresses the needs while meeting the intent of the original legislation. The goal of AB 468 is to address some of these ambiguities as follows:

- Allows Service Authorities to fund abatement of abandoned vehicles without having to destroy the vehicle on both public and private property.
- Allows Service Authorities to rollover funds to the next fiscal year if necessary to cover actual costs of abating vehicles.
- Requires Service Authorities to provide an annual financial audit report.

All other parameters of the AVA program are in accordance with the current adopted California Government Code. It is important to keep in mind what AB 468 is not.

- This is not a fee bill. It does not increase or change a current fee. This is a bill whose intent is to clarify existing law not add new or increase fees.

555 COUNTY CENTER 5<sup>TH</sup> FLOOR, REDWOOD CITY, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227

ITEM 8.4

-195-

Governor of California  
State Capitol Building  
Sacramento, CA 95814

**RE: REQUEST TO SIGN ASSEMBLY BILL (AB) 468 (RUSKIN) TO IMPROVE THE  
ABANDONED VEHICLE ABATEMENT PROGRAM**

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555 COUNTY CENTER 5<sup>TH</sup> FLOOR, REDWOOD CITY, CA 94063 PHONE: 650.599.1406 FAX: 650.361.8227

ITEM 8.4

-195-

- This bill does not change the current allocation formula.

AB 468 has the broad support state-wide of the AVA Service Authorities since it provides the flexibility necessary to meet the varying needs of both rural and urban counties.

For these reasons, we feel that AB 468 will strengthen the AVA program and we strongly encourage you to sign this bill into law. Please feel free to contact C/CAG's Executive Director, Richard Napier, at 650 599-1420 if you have any questions or need additional information. Your favorable consideration of this request is appreciated.

Sincerely,

A handwritten signature in black ink, appearing to read "Deborah C. Gordon", with a long horizontal flourish extending to the right.

Deborah C. Gordon  
Chair C/CAG

Cc: Honorable Ira Ruskin



August 29, 2007

The Honorable Joseph S. Simitian  
State Capitol - Room 2080  
Sacramento, CA 95814

**RE: SUPPORT OF SENATE BILL (SB) 613**

Dear Senator Simitian:

I am writing with regard to SB 613 which will extend our demonstration project in San Mateo County until 2019. This bill will re-authorize the City/County Association of Governments of San Mateo County (C/CAG) to continue with the \$4 Vehicle Registration Fee.

As always, business is willing to pay its fair share in addressing problems facing the State. However, as you have recognized, the cost of addressing these issues all too often falls disproportionately to business. SB 613 will allow the cost to be spread among the primary sources of the pollution – vehicles, business and individual.

The proceeds of SB 613 will:

- Provide low emission shuttle service to CalTrain and BART for our employees
- Improve the water quality of San Francisco Bay
- Enable the efficient and timely movement of customers, employees, goods and supplies and
- Foster alternative fuel vehicle technology

We feel that SB 613 is a good deal for business, the environment and our community and we support this bill.

Sincerely,

Sally E. Mitchell  
President, San Carlos Chamber of Commerce

CC: C/CAG - Richard Napier

**ITEM 8.5**





2035 Tulare Street, Suite 201  
Fresno, California 93721

Telephone (559) 233-4148 • FAX: (559) 233-9645  
Website Address: [www.fresnotog.org](http://www.fresnotog.org)

Date: September 6, 2007

The Honorable Arnold Schwarzenegger  
Governor of California  
State Capitol Building  
Sacramento, CA 95814

**RE: ASSEMBLY BILL (AB) 468 – LETTER OF SUPPORT FOR REVISIONS  
TO THE ABANDONED VEHICLE ABATEMENT PROGRAM**

Dear Governor Schwarzenegger:

On behalf of the Fresno County Abandoned Vehicle Abatement Service Authority, I am writing to encourage you to sign into law AB 468 which will improve the current Abandoned Vehicle Abatement Program by clarifying the intent of the existing legislation. Your approval of this legislation is absolutely necessary if Fresno County is to continue with its abandoned vehicle abatement program. Without the needed clarification that this bill provides, several cities in Fresno County have already indicated they will no longer participate in the program.

We believe that the Abandoned Vehicle Abatement (AVA) program provides our local enforcement with the necessary resources to remove unwanted vehicles from our streets and yards. Without the revenues collected from this program, we could not continue the AVA program.

However, we also believe that code is ambiguous and leads to misinterpretations between various enforcement agencies. As a result, AB 468 tries to address some of these ambiguities as follows:

- Allows Service Authorities to fund abatement of abandoned vehicles without having to destroy the vehicle on both public and private property
- Allows Service Authorities to rollover funds to the next fiscal year if necessary to cover actual costs of abating vehicles.
- Requires Service Authorities to provide an annual financial audit report.
- This is not a fee bill. This is a bill whose intent is to clarify existing law not add new fees.

**Member Agencies:** The cities of Clovis, Coalinga, Firebaugh, Fowler, Fresno, Huron, Kerman, Kingsburg, Mendota, Orange Cove, Parlier, Reedley, San Joaquin, Sanger, Selma & Fresno County

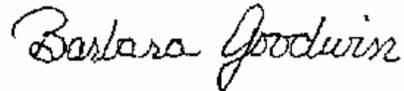
**ITEM 8.6**

- This bill does not change the current allocation formula.

For these reasons we feel that AB 468 is good for our neighborhoods, our environment, and our safety. We strongly encourage you to sign this bill into law.

Should you have any questions, please contact me at (559) 233-4148.

Sincerely,



BARBARA GOODWIN, Executive Director  
Council of Fresno County Governments  
(serving as the Abandoned Vehicle Abatement  
Service Authority for Fresno County)

cc:

Richard Napier, Executive Director of C/CAG  
555 County Center, 5<sup>th</sup> Floor  
Redwood City, CA 94063



September 7, 2007

The Honorable Arnold Schwarzenegger  
Governor of California  
State Capitol Building  
Sacramento, CA 95814

**RE: ASSEMBLY BILL (AB) 468 – LETTER OF SUPPORT FOR REVISIONS TO  
THE ABANDONED VEHICLE ABATEMENT PROGRAM**

Dear Governor Schwarzenegger:

On behalf of Abandoned Vehicle Service Authority for the County Madera I am writing to encourage you to sign into law AB 468 which will improve the current Abandoned Vehicle Abatement Program by clarifying the intent of the existing legislation.

We believe that the Abandoned Vehicle Abatement (AVA) program provides our local enforcement with the necessary resources to remove unwanted vehicles from our streets and yards. Without the revenues collected from this program, we could not continue the AVA program.

However, we also believe that code is ambiguous and leads to misinterpretations between various enforcement agencies. As a result, AB 468 tries to address some of these ambiguities as follows:

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- Allows Service Authorities to rollover funds to the next fiscal year if necessary to cover actual costs of abating vehicles.
- Requires Service Authorities to provide an annual financial audit report.
- This is not a fee bill. This is a bill whose intent is to clarify existing law not add new fees.
- This bill does not change the current allocation formula.

5 East Yosemite Avenue • Madera, CA 93638 • TEL (559) 661-5114 • FAX (559) 674-7018  
[www.cityofmadera.org](http://www.cityofmadera.org)

-201-

The Honorable Arnold Schwarzenegger  
Governor of California  
State Capitol Building  
Sacramento, CA 95814

**RE: ASSEMBLY BILL (AB) 468 – LETTER OF SUPPORT FOR REVISIONS TO  
THE ABANDONED VEHICLE ABATEMENT PROGRAM**

Dear Governor Schwarzenegger:

On behalf of Abandoned Vehicle Service Authority for the County Madera I am writing to encourage you to sign into law AB 468 which will improve the current Abandoned Vehicle Abatement Program by clarifying the intent of the existing legislation.

We believe that the Abandoned Vehicle Abatement (AVA) program provides our local enforcement with the necessary resources to remove unwanted vehicles from our streets and yards. Without the revenues collected from this program, we could not continue the AVA program.

However, we also believe that code is ambiguous and leads to misinterpretations between various enforcement agencies. As a result, AB 468 tries to address some of these ambiguities as follows:

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- This bill does not change the current allocation formula.

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[www.cityofmadera.org](http://www.cityofmadera.org)

-201-