

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*

C/CAG BOARD MEETING NOTICE and SAN MATEO COUNTY AIRPORT LAND USE COMMISSION MEETING NOTICE

Meeting No. 331

DATE: Thursday, July 9, 2020

TIME: 6:30 P.M.

On March 17, 2020, the Governor issued Executive Order N-29-20 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the Shelter-in-Place Orders issued by the San Mateo County Health Officer and the Governor, and the CDC's social distancing guidelines, which discourage large public gatherings, C/CAG meetings will be conducted via remote conferencing. Members of the public may observe or participate in the meeting remotely via one of the options below.

Join by Zoom:

<https://us02web.zoom.us/j/87802034177?pwd=RlhQekZRdTdIZHJTckEzTWtSTnRLdz09>

Meeting ID: 878 0203 4177

Password: 804390

Join by Phone:

(669) 900-6833

Meeting ID: 878 0203 4177

Persons who wish to address the C/CAG Board on an item to be considered at this meeting, or on items not on this agenda, are asked to submit written comments to mguilles@smcgov.org. Spoken public comments will also be accepted during the meeting through Zoom. Please see instructions for written and spoken public comments at the end of this agenda.

- 1.0 CALL TO ORDER/ ROLL CALL
- 2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES
- 3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Note: Public comment is limited to two minutes per speaker. Please refer to the instructions at the end of this agenda for details regarding how to provide public comments during a videoconference meeting.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

- 4.1 Receive a progress update on development of the Regional Housing Needs Allocation (RHNA) methodology. p. 1

5.0 ACTION TO SET AGENDA AND APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. There will be no separate discussion on these items unless members of the Board, staff or public request specific items to be removed for separate action.

- 5.1 Approval of the minutes of regular business meeting No. 330 dated June 11, 2020. ACTION p. 3

- 5.2 Review and approval of Resolutions regarding consistency with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. p. 11

A. Review and approval of Resolution 20-42 determining that South San Francisco's General Plan and Zoning Amendments to recognize the Local Agency Override process that is provided by State law are consistent with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. ACTION

B. Review and approval of Resolution 20-43 determining that the 410 Noor Avenue Mixed-Use Residential Project in South San Francisco is not consistent with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. ACTION

- 5.3 Receive copy of agreement(s) executed by the C/CAG Chair or Executive Director consistent with C/CAG Procurement Policy:

5.3.1 Receive a copy of the executed contract amendment between Sustainable Silicon Valley and C/CAG providing a no-cost time extension for the Optimizing Urban Traffic (OUT) in Menlo Park Pilot project. INFORMATION p. 52

5.3.2 Receive a copy of the executed contract amendments related to the San Mateo County Smart Corridor program, providing no-cost time extensions for A) Kimley Horn and Associates to complete the project approval/environmental document phase for the Northern Cities Smart Corridor Project, and B) County of San Mateo for Fiber Optic Connection to the County's Regional Operation Center. INFORMATION p. 54

5.3.3 Receive a copy of the executed ESA Airport On-Call Services Agreement Amendment No. 4 to accommodate use of authorized subcontractors, with no other changes to scope or budget. INFORMATION p. 73

- 5.3.4 Receive a copy of the executed Amendment No. 1 to the Fiscal Year 2017/18 Transportation Fund for Clean Air (TFCA) Funding Agreement with San Mateo County Transit District (SamTrans) for the SamTrans Signal Prioritization for Buses on El Camino Real project extending project completion date to June 30, 2021. INFORMATION p. 79
- 5.3.5 Receive a copy of the executed Amendment No. 2 to contract with Michael Baker International for an additional \$5,000 and a new total not to exceed amount of \$30,000 to provide additional web support through June 30, 2020 and to transition the C/CAG website to a new hosting environment. INFORMATION p. 83
- 5.3.6 Receive a copy of the executed Memorandum of Understanding (MOU) with the County of San Mateo Information Services Department to migrate the C/CAG website to its new hosting environment and provide hosting for the website on an annual basis for an amount not to exceed \$3,124.40. INFORMATION p. 87
- 5.3.7 Receive a copy of the executed contract with Rogue Web Works for technical support to the C/CAG website through June 30, 2023 in an amount not to exceed \$9,000. INFORMATION p. 89
- 5.4 Biennial review of the C/CAG Conflict of Interest Code with no change. ACTION p. 99
- 5.5 Review and approval of Resolution 20-44 authorizing the C/CAG Chair to execute an agreement with Steer for preparation of the Measure M 5-Year Strategic Plan in an amount not to exceed \$93,804. ACTION p. 104
- 5.6 Review and approval of Resolution 20-45 authorizing the Chair to execute the Cooperative Agreement between the California Department of Transportation (Caltrans), San Mateo County Transportation Authority (SMCTA) and City/ County Association of Governments of San Mateo County (C/CAG) for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project. ACTION p. 108
- 5.7 Review and approval of Resolution 20-46 authorizing the C/CAG Executive Director to execute Amendment No. 2 to the Model Use Agreements between C/CAG and six consulting firms for use of the C/CAG-VTA San Mateo Countywide Transportation Model for a one-year time extension with no additional cost. ACTION p. 143
- 5.8 Review and approval of Resolution 20-47, authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Gray Bowen Scott for on-call consultant services for Federal and State funded project coordination and grant administration for a 2-year time extension with no additional cost. ACTION p. 148
- 5.9 Receive an update of the San Mateo County project list submitted for the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) also known as Plan Bay Area 2050. INFORMATION p. 154
- 5.10 Review and approval of Resolution 20-48 authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Econolite Systems Inc. for Smart Corridor Maintenance services, extending the project performance by two years and adding \$520,000 to the Agreement. ACTION p. 157

REGULAR AGENDA

6.1 Review and approve of the C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified). ACTION p. 164

6.2 Review and approval of Resolution 20-49 authorizing the C/CAG Chair to execute the First Amendment to the Cooperative Funding Agreement (Operating Loan) with San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) in the amount of \$917,244, to partially fund the Fiscal Year 2020-21 operations of the SMCEL-JPA. ACTION p. 174

6.3 C/CAG Board Members share information and practices responding to COVID-19. INFORMATION p. 179

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

7.2 Chairperson's Report

7.3 Board Members Report/ Communication

8.0 EXECUTIVE DIRECTOR'S REPORT

9.0 COMMUNICATIONS - Information Only

Letter from Sandy Wong, Executive Director, City/County Association of Governments, to Ellen Greenberg, Deputy Director Sustainability, Caltrans, dated 6/19/20. RE: City/County Association of governments of san Mateo county (C/CAG) comments on Caltrans's Draft Transportation Analysis Framework (TAF)

10.0 ADJOURNMENT

Next scheduled meeting September 10, 2020

PUBLIC NOTICING: All notices of C/CAG regular Board meetings, standing committee meetings, and special meetings will be posted at the San Mateo County Transit District Office, 1250 San Carlos Ave., San Carlos, CA, and on C/CAG's website at: <http://www.ccag.ca.gov>.

PUBLIC RECORDS: Public records that relate to any item on the open session agenda for a regular Board meeting, standing committee meeting, or special meeting are available for public inspection. Those public records that are distributed less than 72 hours prior to a regular Board meeting are available for public inspection at the same time they are distributed to all members, or a majority of the members, of the Board. The Board has designated the City/County Association of Governments of San Mateo County (C/CAG), located at 555 County Center, 5th Floor, Redwood City, CA 94063, for the purpose of making public records available for inspection. Such public records are also available on C/CAG's website at: <http://www.ccag.ca.gov>. Please note that C/CAG's office is temporarily closed to the public; please contact Mima Guilles at (650) 599-1406 to arrange for inspection of public records.

PUBLIC PARTICIPATION DURING VIDEOCONFERENCE MEETINGS: Persons with disabilities who require auxiliary aids or services to participate in this meeting should contact Mima Guilles at (650) 599-1406, five working days prior to the meeting date.

Written comments should be emailed in advance of the meeting. Please read the following instructions carefully:

1. Your written comment should be emailed to mguilles@smcgov.org.
2. Your email should include the specific agenda item on which you are commenting or note that your comment concerns an item that is not on the agenda.
3. Members of the public are limited to one comment per agenda item.
4. The length of the emailed comment should be commensurate with the two minutes customarily allowed for verbal comments, which is approximately 250-300 words.
5. If your emailed comment is received at least 2 hours prior to the meeting, it will be provided to the C/CAG Board members, made publicly available on the C/CAG website along with the agenda, and read aloud by C/CAG staff during the meeting. We cannot guarantee that emails received less than 2 hours before the meeting will be read during the meeting, but such emails will be included in the administrative record of the meeting.

Spoken comments will be accepted during the meeting through Zoom. Please read the following instructions carefully:

1. The C/CAG Board meeting may be accessed through Zoom at the online location indicated at the top of this agenda.
2. You may download the Zoom client or connect to the meeting using an internet browser. If using your browser, make sure you are using a current, up-to-date browser: Chrome 30+, Firefox 27+, Microsoft Edge 12+, Safari 7+. Certain functionality may be disabled in older browsers including Internet Explorer.
3. You will be asked to enter an email address and name. We request that you identify yourself by your name as this will be visible online and will be used to notify you that it is your turn to speak.
4. When the C/CAG Clerk or Chair call for the item on which you wish to speak, click on "raise hand." The Clerk will activate and unmute speakers in turn. Speakers will be notified shortly before they are called on to speak.
5. When called, please limit your remarks to the time allotted.

If you have any questions about this agenda, please contact C/CAG staff:

Executive Director: Sandy Wong (650) 599-1409

Clerk of the Board: Mima Guilles (650) 599-1406

C/CAG AGENDA REPORT

DATE: July 9, 2020

TO: City/County Association of Governments of San Mateo County Board of Directors

FROM: Sandy Wong, Executive Director

SUBJECT: Receive a progress update on development of the Regional Housing Needs Allocation (RHNA) methodology.

(For further information, please contact Susy Kalkin at 650-599-1409)

RECOMMENDATION

That the C/CAG Board of Directors receive a progress update on development of the Regional Housing Needs Allocation (RHNA) methodology.

FISCAL IMPACT

None

BACKGROUND/DISCUSSION

The Regional Housing Needs Allocation (RHNA) process is an integral part of a state-mandate that all California cities, towns and counties must plan for the housing needs of all residents—regardless of income.

As part of this process, the California Department of Housing and Community Development (HCD) develops the total housing need determination (RHND) for the Bay Area for an eight-year planning period (RHNA Cycle). The Association of Bay Area Governments (ABAG) then develops a methodology and distributes a share of the region’s housing need to each city, town and county in the region. Each local government must then update the Housing Element of its general plan to show the locations where housing can be built and the policies and strategies necessary to meet the community’s housing needs.

On June 9, 2020, HCD provided the following RHND for the Bay Area, which will cover the period from 2023 to 2030 (RHNA 6):

Income Category	Housing Unit Need	Percent
Very Low Income (0-50% AMI*)	114,442	25.9%
Low Income (50-80% AMI)	65,892	14.9%
Moderate Income (80-120% AMI)	72,712	16.5%
Above Moderate Income (120%+ AMI)	188,130	42.6%
TOTAL	441,176	100%

* Area Median Income

(For comparison, the RHND for the Bay Area for RHNA 5 was **187,990**)

To assist in developing a RHNA distribution methodology, ABAG has convened a Housing Methodology Committee (HMC) consisting of elected officials and staff from each county, as well as stakeholders from interest groups. San Mateo County representatives include Councilmember Bonilla of the City of San Mateo, member Carlos Romero of Urban Ecology (also an East Palo Alto City Council member), and Josh Abrams of the 21 Elements staff.

Ultimately, the HMC will need to recommend a RHNA methodology that both assigns a total number of housing units to each Bay Area jurisdiction and distributes each jurisdiction's allocation among the four affordability levels. The final methodology must be consistent with the development pattern outline in *Plan Bay Area 2050*, and satisfy the many statutory requirements for RHNA distribution, including:

- Increase housing supply and mix of housing types, tenure, and affordability in all cities and counties in an equitable manner throughout the region;
- Promote infill development and socioeconomic equity, protect environmental and agricultural resources, encourage efficient development patterns, and achieve GHG reductions targets;
- Promote improved intraregional jobs-housing relationship, including balance between low-wage jobs and affordable housing (jobs/housing fit);
- Balance disproportionate household income distributions (more high-income RHNA to lower-income areas and vice-versa); and,
- Affirmatively further fair housing.

The HMC has been meeting since October 2019 and is currently scheduled to finalize its recommendations by September for consideration by the ABAG Regional Planning Committee.

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*

C/CAG BOARD and SAN MATEO COUNTY AIRPORT LAND USE COMMISSION MEETING MINUTES

Meeting No. 330
June 11, 2020

In compliance with Governor's Executive Order N-29-20, and pursuant to the Shelter-in-Place Order issued by the San Mateo County Health Officer, this meeting was conducted via remote conferencing.

1.0 CALL TO ORDER/ ROLL CALL

Chair Marie Chuang called the meeting to order at 6:33 p.m. Roll call was taken.

Atherton	– Elizabeth Lewis
Belmont	– Davina Hurt
Brisbane	– Cliff Lentz
Burlingame	– Ricardo Ortiz
Colma	– Diana Colvin
East Palo Alto	– Lisa Gauthier
Foster City	– Catherine Mahanpour
Half Moon Bay	– Debbie Ruddock
Hillsborough	– Marie Chuang
Menlo Park	– Catherine Carlton
Millbrae	– Gina Papan
Pacifica	– Sue Vaterlaus
Portola Valley	– Maryann Moise Derwin
Redwood City	– Alicia Aguirre
San Bruno	– Michael Salazar
San Carlos	– Adam Rak
San Mateo	– Diane Papan
San Mateo County	– David Canepa
South San Francisco	– Karyl Matsumoto
Woodside	– Ned Fluet
SMCTA (Non-Voting)	– Karyl Matsumoto

Absent:

Daly City

SamTrans (Non-voting)

Others:

Sandy Wong – C/CAG Executive Director

Mima Guilles – C/CAG Clerk

- Melissa Adrikopoulos – C/CAG Legal Counsel
 - Matt Fabry – C/CAG Staff
 - Sean Charpentier – C/CAG Staff
 - Kaki Cheung – C/CAG Staff
 - Ried Bogert – C/CAG Staff
 - Susy Kalkin – C/CAG Staff
 - Van Ocampo – C/CAG Staff
 - Jeff Lacap – C/CAG Staff
 - Mikaela Hiatt – C/CAG Staff
 - Kim Wever – C/CAG Staff
 - Kim Springer – San Mateo County
- Other members of the public attended.

2.0 BRIEF OVERVIEW OF TELECONFERENCE MEETING PROCEDURES

Sandy Wong, Executive Director, provided overview of the teleconference procedures.

3.0 PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA

Note: Public comment is limited to two minutes per speaker. Instructions regarding how to make public comments during a videoconference meeting were provided in the agenda.

Mima Guilles, Clerk of C/CAG, informed the Chair that no public comments were received.

4.0 PRESENTATIONS/ ANNOUNCEMENTS

None.

5.0 ACTION TO SET AGENDA AND APPROVE CONSENT AGENDA ITEMS

This item is to set the final consent and regular agenda, and to approve the items listed on the consent agenda. All items on the consent agenda are approved by one action. 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.

Board Member Rak MOVED approval of Items 5.1, 5.2, 5.4, 5.5, 5.6, 5.7, 5.8, 5.9, 5.10.1, 5.10.2, 5.10.3, 5.11, 5.12, 5.13, 5.14, 5.15, 5.16, 5.17, 5.18.1, 5.18.2, 5.19 and 5.20. Board Member Vaterlaus SECONDED. Roll call was taken. **MOTION CARRIED 20-0-0**

5.1 Approval of the minutes of regular business meeting No. 329 dated May 14, 2020. APPROVED

5.2 Review and approval of Resolution 20-22 determining that the Genentech Master Plan Update and related Zoning Amendments to increase the build-out potential within the 207-acre Genentech Campus in South San Francisco are conditionally consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. APPROVED

5.3 Review and approval of Resolution 20-23 determining that the Olympic Way Retreat, including General Plan Amendment and related entitlements at 2152 Olympic Way, Daly City, is conditionally consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport. APPROVED

- 5.4 Review and approve Resolution 20-24 authorizing the C/CAG Executive Director to execute a) Amendment No. 1 to Task Order EOA-10 for an additional amount not to exceed \$147,745 for end-of-season Water Year 2020 water quality monitoring activities (for a new total of \$474,854), b) new Task Order EOA-11 (not to exceed \$764,984) for general program support in Fiscal Year 2020-21, and c) new Task Order EOA-12 (not to exceed \$345,393) for initial Water Year 2021 water quality monitoring activities, all with Eisenberg, Olivieri, and Associates in support of the Countywide Water Pollution Program during 2020-21. APPROVED
- 5.5 Review and approve Resolution 20-25 authorizing the C/CAG Executive Director to execute task orders with Larry Walker Associates in an amount not to exceed \$150,000 for technical support to the Countywide Water Pollution Program in 2020-21, including initial Task Order LWA-06 for \$59,321. APPROVED
- 5.6 Review and approve Resolution 20-26 authorizing the C/CAG Executive Director to execute Task Order SGA-06 with S. Groner Associates in an amount not to exceed \$250,000 for public information and outreach technical support to the Countywide Water Pollution Program in 2020-21. APPROVED
- 5.7 Review and approve Resolution 20-27 authorizing the C/CAG Chair to execute Amendment No. 5 to the funding agreement with the Bay Area Water Supply and Conservation Agency, extending the term through Fiscal Year 2020-21 at no additional cost and revising program terms to provide additional pilot incentives for the countywide Rain Barrel Rebate Program. APPROVED
- 5.8 Review and approval of Resolution 20-28 authorizing the C/CAG Chair to execute an agreement with the Peninsula Traffic Congestion Relief Alliance (Commute.org) in the amount of \$510,000 to provide the FY 2020/21 Countywide Voluntary Trip Reduction Program. APPROVED
- 5.9 Review and approval of Resolution 20-29 authorizing the C/CAG Chair to execute an agreement with the Peninsula Traffic Congestion Relief Alliance (Commute.org) for the Carpool 2020 Rewards Based Incentives Program in the amount of \$108,000. APPROVED
- 5.10 Fiscal Year 2020/21 Transportation Fund for Clean Air (TFCA) (40%) Program for San Mateo County:
- 5.10.1 Review and approval of Resolution 20-30 authorizing the C/CAG Chair to execute the Program Manager Funding Agreement with the Bay Area Air Quality Management District (BAAQMD) for the Fiscal Year 2020/21 Transportation Fund for Clean Air (TFCA) Program for San Mateo County for an amount up to \$1,404,195. APPROVED
- 5.10.2 Review and approval of Resolution 20-31 authorizing the C/CAG Chair to execute a Funding Agreement with Peninsula Traffic Congestion Relief Alliance (Commute.org) in the amount of \$600,000 under the Fiscal Year 2020/21 Transportation Fund for Clean Air (TFCA) Program to provide the Countywide Voluntary Trip Reduction Program. APPROVED

- 5.10.3 Review and approval of Resolution 20-32 authorizing the C/CAG Chair to execute a Funding Agreement with the San Mateo County Transit District (SamTrans) in the amount of \$300,000 under the Fiscal Year 2020/21 Transportation Fund for Clean Air (TFCA) Program for the BART Shuttle Program. APPROVED
- 5.11 Review and approval of Resolution 20-33 authorizing the C/CAG Chair to execute a funding agreement with SamTrans for the allocation of Measure M Funds for Fiscal Years 2020/21 in the amount of \$1,400,000. APPROVED
- 5.12 Review and approval of the Finance Committee’s recommendation of no change to the investment portfolio and accept the Quarterly Investment Reports as of December 31, 2019 and March 31, 2020. APPROVED
- 5.13 Review and approval of Resolution 20-34 authorizing the C/CAG Chair to execute a Cooperative Agreement with the San Mateo County Department of Housing for a Joint Workplan for Housing-Related Activities for FY 2020-21 in an amount not to exceed \$150,000. APPROVED
- 5.14 Review and approval of Resolution 20-35 authoring the C/CAG chair to execute Amendment No. 2 to an agreement between C/CAG and DNV GL Energy Services USA, Inc. for climate action planning services in an amount of \$48,500 for a new total amount not to exceed \$193,500 through June 30, 2021. APPROVED
- 5.15 Review and approval of Resolution 20-36 authorizing the Chair to execute the First Amended and Restated Cooperative Agreement between Bay Area Infrastructure Financing Authority (BAIFA), San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA), San Mateo County Transportation Authority (SMCTA) and City/ County Association of Governments of San Mateo County (C/CAG) for toll system installation. APPROVED
- 5.16 Receive update information on the preparation of a draft list of projects for potential Economic Stimulus legislation and provide input. INFORMATION
- 5.17 Review and approval of Resolution 20-37 adopting the distribution policy for Fiscal Year 2020-21 State Transit Assistance (STA) Population-Based funds among the STA-eligible transit operators and funds that will be spent benefiting Communities of Concern for the subsequent fiscal year. APPROVED
- 5.18 Review and approval of reallocation of Transportation Development Act Article 3 (TDA 3) funds:
- 5.18.1 Review and approve a request for reallocation of FY 2017-18 Transportation Development Act Article 3 (TDA 3) funds for the City of San Bruno Huntington/San Antonio Bicycle Corridor Project. APPROVED
- 5.18.2 Review and approve a request for reallocation of FY 2015-16 Transportation Development Act Article 3 (TDA 3) funds for the City of South San Francisco Linden Avenue Complete Streets Safety Project. APPROVED

- 5.18.3 Review and approve a request for reallocation of FY 2017-18 Transportation Development Act Article 3 (TDA Article 3) funds for the City of Millbrae Transit Center to Spur Trail Connection Project. APPROVED
- 5.19 Review and approval of Resolution 20-38 authorizing the C/CAG Chair to execute Amendment No. 8 to the agreement between C/CAG and the City of San Carlos to provide financial services to C/CAG for an amount not to exceed \$95,300 for Fiscal Year 2020-21. APPROVED
- 5.20 Review and approval of Resolution 20-39 authorizing the prefunding of OPEB in an amount of \$48,452 for Fiscal Year 2019-20 through the California Employers' Retiree Benefit Trust Program (CERBT) of CalPERS. APPROVED

REGULAR AGENDA

- 6.1 Review and approve of the C/CAG legislative policies, priorities, positions, and legislative update (A position may be taken on any legislation, including legislation not previously identified). NO ACTION

The Legislative Committee met prior to the Board of Directors meeting and Matt Robinson (Shaw/Yoder/Antwih/Schmelzer & Lange) presented the legislative updates, including updates on the legislative session calendar, the Governor's budget approval process and bill progress. The state budget must be enacted by July 15, and both houses are working on finding a common version for signature by the Governor. Robinson will bring back to the July meeting further updates on bills of interest (SB 902, SB 899, SB 288) as they proceed through the Senate Appropriations Committees in the coming weeks with potential recommendations on positions. No action was taken by the Committee.

- 6.2 Review and approval of funding decisions for San Mateo County Smart Corridor Project:

Kaki Cheung, C/CAG staff, gave an update on the San Mateo County Smart Corridor Project. The project is designed to enhance mobility, installs traffic management infrastructure and communication, enable active traffic management capabilities and coordination and to allow drivers to make informed choices.

- 6.2.1 Review and approval of authorizing the Executive Director to submit an allocation request to the California Transportation Commission (CTC) for the Senate Bill (SB1) Local Partnership Program (LPP) Formula Funds for FYs 2019/20 through 2022/23 in the amount of \$722,000 to support the Northern Cities Smart Corridor Project. APPROVED

Board Member Carlton MOVED approval of Item 6.2.1. Board Member Lentz SECONDED. Roll call was taken. **MOTION CARRIED 20-0-0.**

- 6.2.2 Review and approval of postponing the implementation of some Carpool 2020 program components and redirecting a portion of the Transportation Fund for Clean Air (TFCA) County Program Manager funds to the design phase of the Northern Cities Smart Corridor project. APPROVED

Board Member Lentz MOVED approval of Item 6.2.2. Board Member Lewis SECONDED. Roll call was taken. **MOTION CARRIED 20-0-0.**

6.2.3 Review and approval of Resolution 20-40 authorizing the C/CAG Chair to execute a funding agreement with City of South San Francisco to purchase conduits for the Smart Corridor project in an amount not to exceed \$300,000. APPROVED

Vice Chair Hurt MOVED approval of Item 6.2.3. Board Member Mahanpour SECONDED. Roll call was taken. **MOTION CARRIED 20-0-0.**

6.3 Review and approve Resolution 20-41 adopting the C/CAG Fiscal Year 2020-21 Program Budget and Member Fees (*Special voting procedures apply*). APPROVED

Sandy Wong, Executive Director, gave a brief presentation on the C/CAG Fiscal Year 2020-21 Program Budget and Members Fees, including the recommendation from the Finance Committee to offer an option to jurisdictions to pay the Congestion Relief Plan assessment by installments, such that the 1st installment is due in FY 2020/21 while the 2nd installment is due in FY 2021/22. In addition, C/CAG has the right to deduct unpaid balance from the jurisdiction after 6/30/2022.

Board Member D. Papan (San Mateo) MOVED to approve item 6.3 as recommended. Board Member Aguirre SECONDED.

A Special Voting Procedure was taken by roll call. **MOTION CARRIED 20-0-0.** Results: 20 Agencies approving. This represents 95% of the Agencies representing 86% of the population.

Ayes:

Atherton - Elizabeth Lewis
Belmont - Davina Hurt
Brisbane - Cliff Lentz
Burlingame - Ricardo Ortiz
Colma - Diana Colvin
East Palo Alto - Lisa Gauthier
Foster City - Catherine Mahanpour
Half Moon Bay - Debbie Ruddock
Hillsborough - Marie Chuang
Menlo Park - Catherine Carlton
Millbrae - Gina Papan
Pacifica - Sue Vaterlaus
Portola Valley - Maryann Moise Derwin
Redwood City - Alicia Aguirre
San Bruno - Michael Salazar
San Carlos - Adam Rak
San Mateo - Diane Papan
South San Francisco - Karyl Matsumoto
Woodside - Ned Fluet
San Mateo County - David Canepa

Noes:

Absent:

Daly City

6.4 C/CAG Board Members share information and practices responding to COVID-19. INFORMATION

Marie Chuang, Chair, thanked staff for capturing the robust discussion from the last Board meeting in May. Some of that information has been posted in the C/CAG “COVID-19

Corner” web page. She opened the discussion and asked members to share new information.

Board Member, Ortiz, shared that City of Burlingame has voted to close Burlingame Avenue three days of the week for restaurants to allow seating on the streets and continuing to keep social distancing.

Board Member, Carlton, shared that City of Menlo Park has also closed a few streets to allow street seating at restaurants. She has also shared from her best practices group, before seating, a touchless thermometer is used on everyone to take temperature before seated. Also, each table has one volunteer to be the contact which in case someone does get COVID, it will give the restaurant a list of contacts who ate at the restaurant.

Board Member, Rak, shared that City of San Carlos has voted to close Laurel Street for two blocks and create parklets for three other blocks in downtown outside dining. Retail establishment will also be able to put their merchandise on the sidewalks. Using encroachment permit process to allow restaurants and shop owners to encroach on sidewalks and streets. Street closure until the end of this year.

Board Member, Lentz, mentioned Councilmember, Rae Gonzalez from Town of Colma, she and her husband have been volunteering at Jefferson High School food distribution. On Saturday night a memorial was held for George Floyd.

Board Member, Matsumoto, shared that South San Francisco has pre-registered with hope ministry registry and second harvest food bank. Please contact SamTrans if you have bus routes service going through your street closures.

Board Member, Colvin, Town of Colma has pre-packed boxes of food, can goods, fresh vegetables that are distributed within the community to seniors. Police department and fire department has been very involved and proactive in the many graduations and recognitions within the city.

Sean Charpentier, C/CAG staff, gave an update that the San Mateo County has completed their Countywide COVID-19 strategic plan.

Board Member, G. Papan, Millbrae, shared that the elementary, middle school and high school held fantastic graduation parades.

Chair, Chuang, Hillsborough, shared that their community has formed a Hillsborough helping. Two items are collected from three locations and brought to the Samaritan house. 517 bags of groceries were provided to the community.

7.0 COMMITTEE REPORTS

7.1 Committee Reports (oral reports)

G. Papan (Millbrae) has reported out that MTC has launched the Blue Ribbon Committee. Working with Assembly Member Chu and looking at legislation being proposed this year to ensure public safety on transit and a few other elements. Caltrain has cut fares to 50% on certain areas.

7.2 Chairperson's Report

Chair, Chuang, announces that there is a vacant seat on the C/CAG Finance committee. Interested individuals with a finance background is to contact Sandy Wong.

7.3 Board Members Report/ Communication

None.

8.0 EXECUTIVE DIRECTOR'S REPORT

Sandy Wong thanked the new Chair, Maire Chuang, Vice Chair Davina Hurt, and all C/CAG board members for being so engaged on C/CAG matters during this difficult time. In addition, she expressed her appreciation to the two new C/CAG Program Directors, Sean Charpentier and Kaki Cheung for their quick learning and contributions to C/CAG programs. Sandy also acknowledged the entire staff for all their hard work and dedication in carrying out C/CAG duties despite challenges.

9.0 COMMUNICATIONS - Information Only

None.

10.0 ADJOURNMENT – 7:50 p.m.

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of two Resolutions regarding consistency with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

A. Review and approval of Resolution 20-42 determining that South San Francisco’s General Plan and Zoning Amendments to recognize the Local Agency Override process that is provided by State law are consistent with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

B. Review and approval of Resolution 20-43 determining that the 410 Noor Avenue Mixed-Use Residential Project in South San Francisco is not consistent with the policies of the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

(For further information please contact Susy Kalkin at kkalkin@smcgov.org)

RECOMMENDATION

- A. That the C/CAG Board of Directors, acting as the San Mateo County Airport Land Use Commission, adopt Resolution 20-42 determining that South San Francisco’s General Plan and Zoning Text Amendments to recognize the Local Agency Override process that is provided by State law are consistent with the applicable airport/land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (SFO ALUCP); and
- B. That the C/CAG Board of Directors, acting as the San Mateo County Airport Land Use Commission, adopt Resolution 20-43 determining that the 410 Noor Avenue Mixed-Use Residential Project in South San Francisco is not consistent with the applicable airport/land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (SFO ALUCP), specifically with the noise compatibility policies.

BACKGROUND/DISCUSSION

The subject project, which includes amendments to South San Francisco’s land use policies, affects properties that are located within Airport Influence Area B (AIA B), the “Project Referral” area, for San Francisco International Airport. California Government Code Section 65302.3 states that a local agency General Plan, Zoning Ordinance and/or any affected specific plan must be consistent with the applicable airport/land use criteria in the relevant adopted Airport Land Use Compatibility Plan (ALUCP). Additionally, per Policy GP-10.1, since South San Francisco has not amended its General Plan and Zoning to reflect the policies and requirements of the current SFO ALUCP all proposed development

projects are subject to ALUC review. In accordance with these requirements, the City of South San Francisco has referred the subject amendments and development project to C/CAG, acting as the San Mateo County Airport Land Use Commission, for a determination of compatibility with the SFO ALUCP.

Project Description

The project site is a 4.74-acre parcel located at the northwest corner of Noor and Huntington Avenues in South San Francisco, about two miles northwest of SFO, directly under a departure path for runways 28R & 28L, and is currently developed with a now vacant multi-plex theater. The proposed project (Development Project) consists of demolition of existing improvements and construction of three 3-5 story residential buildings containing a total of 338 for-rent apartment units, with ground-floor residential amenities and a small retail space.

Proposed General Plan and Zoning Amendments

The project also includes General Plan and Zoning Amendments (Policy Amendments), as follow, to recognize the Local Agency Override process that is provided by State law, whereby a local agency may override an Airport Land Use Commission determination through a 2/3rds majority vote, based on specific findings that are outlined in State law.

General Plan Land Use Policy 2-I-22: Require that all future development conforms with the relevant height, aircraft noise, and safety policies and compatibility criteria contained in the most recently adopted version of the San Mateo County Comprehensive Airport Land Use Plan for the environs of San Francisco International Airport, with the exception of projects deemed appropriate by the City Council, and to the extent necessary, approved through the Local Agency Override process, consistent with the Public Utilities Code Section 21675.1 (d).

General Plan Noise Policy 9-I-10: Do not allow new residential or noise sensitive development in the CNEL 70 dB+ areas impacted by SFO operations, as required by Airport Land Use Commission infill criteria, with the exception of projects deemed appropriate by the City Council and to the extent necessary, approved through the Local Agency Override process.

General Plan Noise Policy 9-I-11: Require new residential development in area between the most recent FAA-accepted 65 and 70 dB CNEL aircraft noise contours for San Francisco International Airport (SFO), or those projects deemed appropriate by the City Council and, to the extent necessary, approved through the Local Agency Override process, to grant an avigation easement to the City and County of San Francisco, as proprietor of SFO.

Zoning Ordinance Table 20.300.010:

Land Use	CNEL Range (db)	Requirements and Limitations
Residential and other noise sensitive uses (e.g., schools, hospitals, and churches)	Less than 65	Satisfactory
	65 to 70	Acoustic study and noise attenuation measures required
	Over 70	Not allowed, <u>with the exception of projects deemed appropriate by the City Council, and to the extent necessary, approved through the Local Agency Override process, consistent with the Public Utilities Code Section 21675.1 (d).</u>

Because this consistency request involves two distinct parts, the Policy Amendments and the Development Plan, they will be discussed separately in the following analysis.

1. ALUCP Consistency Evaluation – Development Project

Three sets of airport/land use compatibility policies in the SFO ALUCP relate to the Development Project: (a) noise compatibility policies and criteria, (b) safety policies and criteria, and (c) airspace protection policies. In addition, the Project must comply with the Overflight Notification requirements of the ALUCP. The following sections address each issue:

(a) Noise Policy Consistency Analysis

The airport noise compatibility policies have a two-fold purpose:

1. To protect the public health, safety, and welfare by minimizing the exposure of residents and occupants of future noise-sensitive development to excessive noise.
2. To protect the public interest in providing for the orderly development of SFO by ensuring that new development in the Airport environs complies with all requirements necessary to ensure compatibility with aircraft noise in the area. The intent is to avoid the introduction of new incompatible land uses into the Airport’s “noise impact area” so that the Airport will continue to be in compliance with the State Noise Standards for airports.

ALUCP Noise Analysis Timeframe - Given that once development occurs near an airport it is very difficult to modify, PUC Section 21675 (a) requires that ALUCPs be based on an airport development plan that reflects the anticipated growth of the airport during at least the next 20 years. Accordingly, the CNEL contours identified in the SFO ALUCP are based on long range aircraft operation forecasts (2009-2028), rather than point in time measurements. Staff wants to stress this point since the application materials address current noise measurements and other noise projections (ex. FAR Part 150, Airport Director’s Quarterly Noise Reports) that may differ from the longer-range projections included in the SFO ALUCP.

The application materials include two noise studies prepared for the project, one by the Papadimos Group (Sept 2017) and one by Charles Salter Associates (Jan. 2020) which provide somewhat different conclusions and recommendations, specifically about the existing CNEL range on the site, with both measuring 72 dB CNEL, but one (Salter) attributing 3 dB CNEL to roadway noise and the other (Papadimos) attributing it all to overflight. While they are included as an electronic attachment, for purposes of this review they are not relevant since the specific charge of the Airport Land Use Commission is to make a determination about whether the Development Project complies with the policies and provisions of the SFO ALUCP, and the ALUCP stipulates the data sets upon which the Commission must base its decisions.

In accordance with SFO ALUCP Policy NP-1 Noise Compatibility Zones, Exhibit IV-5 identifies the noise compatibility zones for the purposes of this ALUCP, with greater detail shown on Exhibit IV-6, included as Attachment 4. As depicted, the project site is located almost entirely within the 70-75 dB CNEL contour. Pursuant to SFO ALUCP Table IV-1, Noise/Land Use Compatibility Criteria, (Attachment 5) multi-family residential use is identified as “Not Compatible” within that contour, unless at the time of adoption of the SFO ALUCP (2012) the site had been zoned exclusively for residential use, which is not the case with the subject development site. “Not Compatible” is further clarified in SFO ALUCP Noise Policy NP-2 to mean “that the proposed land use is incompatible with aircraft noise at the

indicated CNEL level”, regardless of proposed mitigation. **Accordingly, the Development Project is determined to be Not Compatible, and therefore not consistent with the Noise Policies of the SFO ALUCP.**

(b) Safety Policy Consistency Analysis

Runway Safety Zones - The SFO ALUCP includes five sets of safety zones and related land use compatibility policies and criteria. As shown on Attachment 6, a small portion of the Development Project is located within Safety Zone 5, the Outer Approach/Departure Zone, which prohibits biosafety facilities, schools, child day care centers, nursing homes, stadiums and arenas. Per the project plans the only public space identified that is likely to infringe on this safety zone is identified as the leasing office, which is considered a compatible use.

(c) Airspace Protection Policy Consistency Analysis

Structure Heights - The SFO ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (Part 77), “Objects Affecting Navigable Airspace,” as amended, to establish height restrictions and federal notification requirements related to proposed development within the Part 77 airspace boundaries for San Francisco International Airport. The regulations contain three key elements: (1) standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of the proposed construction or alteration of structures on the subject airspace.

The Development Project includes three buildings that range in height from 3-5 stories, with the tallest having a maximum height of approximately 60 feet. As shown on Attachment 7, the project site is located within an area that requires filing FAA Form 7460-1, Notice of Proposed Construction or Alteration, for structures exceeding 30 feet in height. The application materials acknowledge this and indicate a condition of project approval would ensure the project sponsor demonstrate compliance with this FAA requirement.

The Project area is also located within the Part 77 airspace protection surfaces for SFO (see Attachment 8). The application materials include a detailed airspace analysis which concludes that the Development Project will not penetrate the Part 77 Imaginary Surface. This is further confirmed through utilization of SFO’s online iALP Airspace Tool, Attachment 9, which shows the combined project height of 101 ft above mean sea level (MSL), given a 59 ft tall building and an elevation of approximately 42 feet above MSL, would be approximately 62 feet below the Part 77 surface of approximately 163.2 ft. above MSL.

Other Flight Hazards - Within AIA B, certain land use characteristics are recognized as hazards to air navigation and, per SFO ALUCP Policy AP-4, need to be evaluated to ensure compatibility with FAA rules and regulations. These characteristics include the following:

- Sources of glare, such as highly reflective buildings, building features, or blight lights including search lights, or laser displays, which would interfere with the vision of pilots in command of an aircraft in flight;
- Distracting lights that could be mistaken for airport identification lightings, runway edge lighting, runway end identification lighting, or runway approach lighting;

- Sources of dust, smoke, water vapor, or steam that may impair the visibility of a pilot in command of and aircraft in flight;
- Sources of electrical/electronic interference with aircraft communications/navigation equipment; or
- Any use that creates an increased attraction for wildlife, particularly large flocks of birds, that is inconsistent with FAA rules and regulations, including but not limited to *FAA Order 5200.5A, Waste Disposal Site On or Near Airports* and *FAA Advisory Circular 150/5200-33B, Hazardous Wildlife Attractants On or Near Airports* and any successor or replacement orders or advisory circulars.

As indicated in the Project Application - Supplemental Information (p. 6), South San Francisco Municipal Code Section 20.300.010 includes performance standards to ensure that development does not create an aircraft hazard.

Airport Influence Area A – Real Estate Disclosure Area

The Development Project is located within both the Airport Influence Area (AIA) A & B boundaries for San Francisco International Airport. Within Area A, which includes all of San Mateo County, the real estate disclosure requirements of state law apply. The law requires a statement to be included in the property transfer documents that (1) indicates the subject property is located within an airport influence area (AIA) boundary and (2) that the property may be subject to certain impacts from airport/aircraft operations.

The application materials indicate that South San Francisco would include a condition on any project approval to require real estate disclosure in accordance with this requirement.

2. ALUCP Consistency Evaluation – General Plan and Zoning Policy Amendments

As indicated above in the project description, Policy Amendments are proposed to specifically recognize the “Local Agency Override” provision of state law [PUC Section 21675.1 (d)] which provides a process for jurisdictions to override an airport land use commission disapproval of a proposed land use policy or development action. As drafted, these policies are consistent with the provisions of the SFO ALUCP Section 3.3.3, which directly acknowledges and describes the override process.

The application materials contemplate the possibility of utilizing the Override procedures and indicate that any subsequent project approval would include conditions to mitigate noise including:

- Construction and design features to meet acoustic performance standards recommended in the noise study to reduce interior noise to 45 dB;
- Granting of an avigation easement to the City and County of San Francisco, in accordance with ALUCP Policy NP-3, prior to issuance of building permits;
- Requirement of an indemnification agreement with the City of South San Francisco prior to issuance of building permits, ensuring that liability related to noise is assumed by the Project; and
- Requirement to include real estate disclosures in leases disclosing the presence of an airport within two miles of the property.

Comment Letters – (see Attachment 10)

Comment letters were received from the SFO Acting Planning Director and from Caltrans Div. of Aeronautics, objecting to the proposed development as inconsistent with the noise policies of the SFO ALUCP.

Comment letters were received from City of South San Francisco Planning staff and Buchalter (representing the Project Sponsor) responding to issues raised in the SFO Planning letter and the Caltrans letter, respectively. Neither letter disputes the findings of this airport land use plan consistency evaluation.

Airport Land Use Committee Meeting

The Airport Land Use Committee considered this application at its June 25, 2020 meeting and unanimously recommended that the C/CAG Board, in its capacity as the San Mateo County Airport Land Use Committee, determine the proposed Zoning and General Plan amendments consistent with the policies and provisions of the SFO ALUCP, but determine the proposed Development Project not consistent, specifically with the Noise Compatibility policies of the SFO ALUCP.

ATTACHMENTS

1. Resolution No. 20-42 (Policy Amendments)
2. Resolution No. 20-43 (Development Project)
3. ALUCP Supplemental Application
 - a. Project Plan excerpts
 - b. Noise Study - see <https://ccag.ca.gov/committees/board-of-directors-2/>
 - c. Airspace Analysis - see <https://ccag.ca.gov/committees/board-of-directors-2/>
4. SFO ALUCP Exh. IV-6 Noise Compatibility Zones
5. SFO ALUCP Table IV-1 Noise/Land Use Compatibility Criteria
6. SFO ALUCP Exh. IV-8 Safety Compatibility Zones – SSF and San Bruno
7. SFO ALUCP Exh. IV-11 FAA Notification Area – North Side
8. SFO ALUCP Exh. IV-14 Part 77 Airport Imaginary Surfaces – North Side
9. iALP Airspace Tool Project Analysis
10. Comment Letters
 - a. Letter from SFO Planning dated June 25, 2020
 - b. Letter from Caltrans Div. of Aeronautics dated June 18, 2020
 - c. Letter from South San Francisco dated June 25, 2020
 - d. Letter from Buchalter dated June 25, 2020

RESOLUTION 20-42

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, ACTING AS THE SAN MATEO COUNTY AIRPORT LAND USE COMMISSION, DETERMINING THAT SOUTH SAN FRANCISCO'S GENERAL PLAN AND ZONING AMENDMENTS TO RECOGNIZE THE LOCAL AGENCY OVERRIDE PROCESS THAT IS PROVIDED BY STATE LAW ARE CONSISTENT WITH THE POLICIES OF THE COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT.

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), in its capacity as the San Mateo County Airport Land Use Commission, that,

WHEREAS, California Government Code Section 65302.3 states that a local agency General Plan, Zoning Ordinance and/or any affected specific plan must be consistent with the applicable airport/land use criteria in the relevant adopted Airport Land Use Compatibility Plan (ALUCP); and

WHEREAS, the City of South San Francisco has proposed amendments to its General Plan and Zoning Ordinance (Policy Amendments) to recognize the Local Agency Override process that is provided by State law, and has referred these Policy Amendments to the C/CAG Board, acting as the San Mateo County Airport Land Use Commission, for a determination of consistency with the SFO ALUCP; and

WHEREAS, the Policy Amendments specifically address the "Local Agency Override" provision of state law [PUC Section 21675.1 (d)] which provides a process for jurisdictions to override an airport land use commission disapproval of a proposed land use policy or development action, and are consistent with the provisions of the SFO ALUCP Section 3.3.3, which directly acknowledges and describes the override process; and

WHEREAS, at its June 25, 2020 meeting, the Airport Land Use Committee recommended that the C/CAG Board of Directors, acting as the Airport Land Use Commission, determine that the Policy Amendments are consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport; and

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments for San Mateo County, acting as the San Mateo County Airport Land Use Commission, that the Policy Amendments are determined to be consistent with the applicable airport land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY 2020.

Marie Chuang, Chair

RESOLUTION 20-43

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, ACTING AS THE SAN MATEO COUNTY AIRPORT LAND USE COMMISSION, DETERMINING THAT THE 410 NOOR AVENUE MIXED-USE RESIDENTIAL PROJECT IN SOUTH SAN FRANCISCO IS NOT CONSISTENT WITH THE POLICIES OF THE COMPREHENSIVE AIRPORT LAND USE COMPATIBILITY PLAN FOR THE ENVIRONS OF SAN FRANCISCO INTERNATIONAL AIRPORT.

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County (C/CAG), in its capacity as the San Mateo County Airport Land Use Commission, that,

WHEREAS, California Government Code Section 65302.3 states that a local agency General Plan, Zoning Ordinance and/or any affected specific plan must be consistent with the applicable airport/land use criteria in the relevant adopted Airport Land Use Compatibility Plan (ALUCP); and

WHEREAS, the 410 Noor Avenue Mixed -Use Residential Project (Project) site in South San Francisco is located within Airport Influence Area B of San Francisco International Airport (SFO), the area subject to formal C/CAG/ALUC review; and

WHEREAS, the City of South San Francisco has referred the Project to the C/CAG Board, acting as the San Mateo County Airport Land Use Commission, for a determination of consistency with the SFO ALUCP; and

WHEREAS, three sets of airport/land use compatibility policies and criteria in the SFO ALUCP relate to the Project: (a) noise compatibility policies and criteria; (b) safety policies and criteria; and (c) airspace protection policies, as discussed below:

(a) Noise Policy Consistency Analysis - In accordance with SFO ALUCP Policy NP-1 Noise Compatibility Zones, Exhibit IV-5 identifies the noise compatibility zones for the purposes of the SFO ALUCP, with greater detail shown on Exhibit IV-6. As depicted in these exhibits the project site is located almost entirely within the 70-75 dB CNEL contour. Pursuant to SFO ALUCP Table IV-1, Noise/Land Use Compatibility Criteria, multi-family residential use is identified as “Not Compatible” within that contour, unless at the time of adoption of the SFO ALUCP (2012) the site had been zoned exclusively for residential use, which is not the case with the subject development site. “Not Compatible” is further clarified in SFO ALUCP Noise Policy NP-2 to mean “that the proposed land use is incompatible with aircraft noise at the indicated CNEL level”, regardless of proposed mitigation. Accordingly, the Development Project is determined to be Not Compatible, and therefore not consistent with the Noise Policies of the SFO ALUCP.

(b) Safety Policy Consistency Analysis - The SFO ALUCP includes five sets of safety zones and related land use compatibility policies and criteria. As shown on SFO ALUCP Exhibit IV-8, a small portion of the Development Project is located within Safety Zone 4, the Outer Approach/Departure Zone, which prohibits biosafety facilities, schools, child day care centers, nursing homes, stadiums and arenas. Per the project plans the only public space

identified that is likely to infringe on this safety zone is identified as the leasing office, which is considered a compatible use.

(c) Airspace Protection Consistency Analysis –

1. Structures - The SFO ALUCP incorporates the provisions in Title 14 of the Code of Federal Regulations Part 77 (14 CFR Part 77), “Objects Affecting Navigable Airspace,” as amended, to establish height restrictions and federal notification requirements related to proposed development within the 14 CFR Part 77 airspace boundaries for San Francisco International Airport. The regulations contain three key elements: (1) standards for determining obstructions in the navigable airspace and designation of imaginary surfaces for airspace protection, (2) requirements for project sponsors to provide notice to the Federal Aviation Administration (FAA) of certain proposed construction or alteration of structures that may affect the navigable airspace, and (3) the initiation of aeronautical studies, by the FAA, to determine the potential effect(s), if any, of the proposed construction or alteration of structures on the subject airspace.

The Project includes three buildings that range in height from 3-5 stories, with the tallest having a maximum height of approximately 60 feet. As shown on SFO ALUCP Exhibit IV-11, the project site is located within an area that requires filing FAA Form 7460-1, Notice of Proposed Construction or Alteration, for structures exceeding 30 feet in height. The application materials acknowledge this and indicate a condition of project approval would ensure the project sponsor demonstrate compliance with this FAA requirement.

The Project area is also located within the Part 77 airspace protection surfaces for SFO as shown on SFO ALUCP Exhibit IV-14. The application materials include a detailed airspace analysis which concludes that the Project will not penetrate the Part 77 Imaginary Surface. This is further confirmed through utilization of SFO’s online iALP Airspace Tool, which shows the combined project height of 101 ft above mean sea level (MSL), given a 59 ft tall building and an elevation of approximately 42 feet above MSL, would be approximately 62 feet below the Part 77 surface of approximately 163.2 ft. above MSL.

2. Other Flight Hazards - Within AIA B, certain land use characteristics are recognized as hazards to air navigation and, per SFO ALUCP Policy AP-4, need to be evaluated to ensure compatibility with FAA rules and regulations. South San Francisco Municipal Code Section 20.300.010 includes performance standards to ensure that development does not create an aircraft hazard.

WHEREAS, the Project site is located within Airport Influence Area (AIA) A for San Francisco International Airport, where the real estate disclosure requirements of state law apply. SFO ALUCP Policy IP-1 requires a statement be included in property transfer documents that (1) indicates the subject property is located within an airport influence area (AIA) boundary and (2) that the property may be subject to certain impacts from airport/aircraft operations. The application materials indicate that South San Francisco would include a condition on any project approval to require real estate disclosure in accordance with this requirement; and

WHEREAS, at its June 25, 2020 meeting, based on the factors listed above, the Airport Land Use Committee recommended that the C/CAG Board of Directors, acting as the Airport Land Use Commission, determine that the Project is not consistent with the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport, specifically with the Noise Compatibility Policies; and,

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments for San Mateo County, acting as the San Mateo County Airport Land Use Commission, that the Project is determined not consistent with the applicable airport land use policies and criteria contained in the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY 2020.

Marie Chuang, Chair

C/CAG Application for Land Use Consistency Determination – Supplemental Information

AGENCY NAME: City of South San Francisco

PROJECT NAME: 410 Noor Mixed-Use Residential Project

APNs: 014183270, 014183230

PROJECT DESCRIPTION

In March, 2018, SyRes Properties submitted an application for a mixed-use development at 410 Noor Avenue. The 4.74-acre site is located at the intersection of Noor Avenue and Huntingdon Avenue, and is currently the site of vacant Century Plaza theaters. The project site is located within the El Camino Real Mixed-Use (ECRMX) zoning district, and is approximately one-third of a mile from the San Bruno BART station.

The project consists of three separate residential buildings, with ground-floor residential amenities and a small retail space. Project parking is located within below-grade garages. The applicant's project plan set is attached, outlining the site design, architectural and landscape concepts ([Attachment 1](#)).

The proposed project includes:

- 338 for-rent residential units (mix of studio, one- and two-bedroom units)
- Parking spaces for residents and visitors
- 1,100 square feet (sq. ft.) of ground-floor retail space
- Amenity spaces for residents
- A publicly-accessible community garden and park space
- Bicycle storage and amenities
- Sidewalk and streetscape improvements, focusing on connections to the BART station
- Noise insulation to reduce interior noise levels to less than 45 dB.
- TDM Plan to support trip reduction and encourage alternate transportation modes, and capitalize on the project's location proximate to BART, bus routes including the ECR rapid on El Camino Real, and the Centennial Trail.

The applicant has submitted technical reports to support the CEQA review process; an Environmental Consistency Analysis and supporting documents reviewed by the City and its outside CEQA consultant are attached to this application ([Attachment 2](#)).

As discussed below, the project has been designed to be consistent with Plan Bay Area 2040, the City's General Plan and the existing ECRMX zoning, and is important to meeting the City's Regional Housing Needs Assessment (RHNA) targets, which are expected to increase dramatically in the upcoming RHNA cycle. As a General Plan/zoning compliant project in the City, the project will require a Conditional Use Permit (required for the proposed reduction of parking, increased density under the incentives program for ECRMX district, and certain allowed findings for design exceptions), Design Review, Transportation Demand Management (TDM) program, a lot merger under the Subdivision Map Act, and CEQA clearance.

Based on the City's analysis of the project, and discussed below and described in the Airspace Analysis and Obstruction Study prepared by Williams Aviation Consulting (Attachment 3), the Project is **consistent** with the safety and airspace protection policies of the Airport Land Use Compatibility Plan (ALUCP) for San Francisco International Airport (SFO). And, as discussed below and described in the February 2020 Environmental Noise Study prepared by Charles M. Salter Associates, Inc. ("Salter Noise Study") (Attachment 2-H), recent noise data contained in the 2019 Airport Director's Report indicates that the Property is located in the 65-70 dB CNEL could be considered **conditionally compatible** with the noise policies of the ALUCP.

As discussed below, because the currently adopted Exhibit IV-6 of the ALUCP, adopted in 2012 based on 2011 data, shows the site largely in the 70+ dB CNEL and the currently adopted FAA Part 150 2019 Noise Exposure Map, published in 2015 based on 2014 data, shows a small portion of one proposed building at the edge of the 70+ dB CNEL, clarifying General Plan text amendments are proposed to the following General Plan policies that expressly reference these specific *currently-adopted noise* contour maps to expressly incorporate City Council discretion to approve appropriate projects based on technical studies and to add a reference to the Local Agency Override process for projects that is available under State law, to the extent such process is necessary, as follows (proposed new text shown in underline):

Land Use Policy 2-I-22: Require that all future development conforms with the relevant height, aircraft noise, and safety policies and compatibility criteria contained in the most recently adopted version of the San Mateo County Comprehensive Airport Land Use Plan for the environs of San Francisco International Airport, with the exception of projects deemed appropriate by the City Council, and to the extent necessary, approved through the Local Agency Override process, consistent with the Public Utilities Code Section 21675.1 (d).

Noise Policy 9-1-10: Do not allow new residential or noise sensitive development in the CNEL 70 dB+ areas impacted by SFO operations, as required by Airport Land Use Commission infill criteria, with the exception of projects deemed appropriate by the City Council and to the extent necessary, approved through the Local Agency Override process.

Noise Policy 9-I-11: Require new residential development in area between the most recent FAA-accepted 65 and 70 dB CNEL aircraft noise contours for San Francisco International Airport (SFO), or those projects deemed appropriate by the City Council and, to the extent necessary, approved through the Local Agency Override process, to grant an aviation easement to the City and County of San Francisco, as proprietor of SFO.

Policy Analysis

As proposed, the project is consistent with the ECRMZ zoning district land use and development standards, and is consistent with the General Plan Land Use Designation of El Camino Real Mixed Use (ECRMU), which is intended to accommodate high-intensity active uses and mixed-use development in the South El Camino Real area. Retail and department stores; eating and drinking establishments; hotels; commercial recreation; financial, business, and personal services; residential; educational and social services; and office uses are permitted in this district. The mixed-use project is consistent with and

implements many of the City's General Plan policies, focusing on high-quality transit-oriented development, improving the pedestrian environment and providing a wide range of housing options:

Land Use Guiding Policies:

2-G-3: Provide land use designations that maximize benefits of increased accessibility that will result from BART extension to the city and adjacent locations.

2-G-6 Maximize opportunities for residential development, including through infill and redevelopment, without impacting existing neighborhoods or creating conflicts with industrial operations.

2-G-7: Encourage mixed-use residential, retail, and office development in centers where they would support transit, in locations where they would provide increased access to neighborhoods that currently lack such facilities, and in corridors where such developments can help to foster identity and vitality.

2-G-8: Provide incentives to maximize community orientation of new development, and to promote alternative transportation modes.

El Camino Real Sub-Area Policies

Guiding Policy 3.4-G-7: Develop the South El Camino area as a vibrant corridor with a variety of residential and non-residential uses to foster a walkable and pedestrian-scaled environment.

Policy 3.4-1-24: Promote visually intricate development, using horizontal and vertical building articulation that engages pedestrians; and diversity in color, materials, scale, texture, and building volumes.

3.4-1-25: Maintain an open, walkable environment throughout the area by providing space at the ground level for enhanced pedestrian connections, either through open promenades or internal semi-public pathways.

3.4-1-26: Limit curb cuts along pedestrian routes, so that pedestrian circulation and safety are not compromised by vehicle access to parking.

3.4-1-30: Require development be oriented to El Camino Real, with the ground floor of buildings designed so that pedestrians can see shops, restaurants, and activities as they walk along the sidewalk. The ground floor of buildings along Huntington, Noor, and South Spruce avenues should also be designed to provide visual interest and promote pedestrian comfort.

Transportation

Guiding Policy 4.2-G-10 Make efficient use of existing transportation facilities and, through the arrangement of land uses, improved alternate modes, and enhanced integration of various transportation systems serving South San Francisco, strive to reduce the total vehicle-miles traveled.

Housing Element

Goal 1: Promote the provision of housing by both the private and public sectors for all income groups in the community.

Policy 1-5: The City shall encourage a mix of residential, commercial, and office uses in the areas designated as Planned Development Areas (PDAs), properties located in the South San Francisco BART Transit Village Zoning District and in proximity to BART and Caltrain stations and along El Camino Real, consistent with the Grand Boulevard Initiative.

In addition to implementing the goals and policies of the City's General Plan, the 410 Noor project also is consistent with and implements the Bicycle Master Plan and Pedestrian Master Plan, by improving pedestrian and bicycle conditions and facilities that connect to the San Bruno BART station.

Further, the project is consistent with State housing law mandates, will assist the City in meeting its Regional Housing Needs Assessment (RHNA) housing targets, and will help assuage the State's housing crisis by providing 338 needed units of housing in an appropriate infill, transit-oriented redevelopment location. The California Legislature has found and declared that a lack of housing "is a critical problem that threatens the economic, environmental, and social quality of life in California," and that "[t]he excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing."¹ As a result, the Legislature has recently enacted and reinforced numerous State laws, including the Housing Accountability Act² and SB 330 (Housing Crisis Act of 2019),³ that strongly support approval of developments such as the project, and that narrowly circumscribe cities' authority to deny or significantly condition the approval of such projects. Approval of the project is consistent with these state mandates and efforts to combat the State's housing crisis.

Finally, the project is consistent with Plan Bay Area 2040 (or PBA),⁴ the Bay Area's long-range Regional Transportation Plan and Sustainable Communities Strategy. PBA integrates land use and transportation strategies to achieve state and regional emissions reduction targets pursuant to SB 375. Plan Bay Area 2040 has been designed to support a growing economy, provide more housing and transportation choices, and reduce pollution caused by transportation by clustering areas of more intense development near transportation. The Project is located in a Priority Development Area (PDA) and a Transit Priority Area (TPA) as designated by Plan Bay Area 2040, and is therefore an appropriate location for dense housing consistent with long-range, regional planning goals. As discussed below under CEQA compliance, we note that PBA contemplates additional density in appropriate locations near airports and included a mitigation measure which will be applied to this Project to ensure interior noise levels are less than 45 dB.

¹ Gov. Code § 65589.5(a).

² https://leginfo.ca.gov/faces/codes_displaySection.xhtml?lawCode=GOV§ionNum=65589.5.

³ https://leginfo.ca.gov/faces/billTextClient.xhtml?bill_id=201920200SB330

⁴ <http://2040.planbayarea.org/>

DISCUSSION OF RELATIONSHIP TO AIRPORT LAND USE COMPATIBILITY

Safety

A small portion of the Project site is located within Safety Zone 4: Outer Approach/Departure Zone (ALUCP, Exhibit IV-8, Attachment 4 with the project site highlighted.) This Safety Zone prohibits the following types of uses: biosafety facilities, schools, child day care centers, hospitals, nursing homes, stadiums, and arenas. Because the Project consists of residential and commercial uses, it is **consistent** with the ALUCP Safety Zone requirements.

Airspace Protection

Per the ALUCP, airspace protection policies are established with a two-fold purpose:

1. To protect the public health, safety, and welfare by minimizing the public's exposure to potential safety hazards that could be created through the construction of tall structures.
2. To protect the public interest in providing for the orderly development of SFO by ensuring that new development in the Airport environs avoids compromising the airspace in the Airport vicinity. This avoids the degradation in the safety, utility, efficiency, and air service capability of the Airport that could be caused by the attendant need to raise visibility minimums, increase minimum rates of climb, or cancel, restrict, or redesign flight procedures.

As proposed, the 410 Noor project is **consistent** with the ALUCP Airspace Protection policies, described in detail below:

FAA Notification Requirements

The ALUCP requires compliance with Federal Aviation Administration (FAA) Airspace Protection regulations, which require any project with a height that would exceed the regulations' prescribed elevations to submit certain notice to the FAA. Exhibits IV-10 and IV-11 of the ALUCP show the approximate height range that would trigger FAA notification. According to these figures and consultation with the FAA's online tool, the proposed project is required to file a Notice of Proposed Construction or Alteration with the FAA. As a project Conditions of Approval, the applicant will be required to provide evidence of compliance with FAA requirements regarding construction within the FAA Part 77 conical zone.

Building Heights

ALUCP Exhibit IV-14 "14 CFR Part 77 Airport Imaginary Surfaces – North Side" is attached with the project site highlighted (Attachment 4). As indicated on the map, the height for the imaginary surface established for the horizontal surface at the site location is 163.2 feet above Mean Sea Level (MSL). The proposed project parcels are located at between 35 and 48 feet above MSL. The proposed buildings at the 410 Noor project site are designed to be constructed at a maximum building height of 59 feet above ground level.

Maximum structure heights would be approximately 94 to 107 feet above MSL. A structure built at a maximum of 107 feet above MSL would be well below the imaginary surface height established. Based on the proposed project's maximum height of 107 feet above MSL, no additional safety requirements are anticipated. Therefore, the proposed project would be consistent with the airspace policies as established in the adopted 2012 SFO ALUCP.

As part of the 410 Noor project application, the applicant submitted an airspace analysis and obstruction evaluation study (Attachment 3), completed by Williams Aviation Consultants. The study contains the following conclusion regarding building heights:

- *At the study location, the proposed 3, 4, and 5 story buildings, with a ground elevation of approximately 50' AMSL, will not penetrate the Horizontal Surface at SFO, if the overall total height of the proposed buildings stay below 163' AMSL.*

Other Flight Hazards

Per ALUCP Policy A4, proposed land uses with characteristics that may cause visual, electronic, or wildlife hazards, particularly bird strike hazards, to aircraft taking off or landing at the Airport or in flight are incompatible in Area B of the Airport Influence Area. As a mixed-use residential project, the 410 Noor proposal does not contain any characteristics that would cause these hazards. The South San Francisco Zoning Ordinance (Section 20.300.010) contains performance standards to ensure that all development protects the community from nuisances, hazards and objectionable conditions, including those which could be aircraft hazards, including light, glare, air contaminants, or electromagnetic interference. As proposed, the 410 Noor project is consistent with the performance standards contained in the Zoning Ordinance, and would not create an aircraft hazard.

Noise

ALUCP Exhibit IV-6 "Noise Compatibility Zones – Detail" is attached (Attachment 4) (plan adopted in 2012, based on 2011 data), and the 410 Noor project site is highlighted. The map shows the project site within the CNEL 70dB contour. According to the ALUCP Table IV-1 (on the following page), Noise and Land Use Compatibility Criteria, multi-family residential land uses are deemed "Not Compatible" within this zone, but residential uses are considered conditionally compatible in areas exposed to noise above CNEL 70 dB if the proposed use is on a lot of record zoned exclusively for residential use as of the effective date of the ALUCP. The currently adopted FAA Part 150 Noise Exposure Map (FAA Part 150 Map), published in 2015 based on 2014 data, shows a small portion of one of the proposed project buildings at the edge of the 70db contour.

Two site specific noise studies have been conducted for the 410 Noor Project, the most recent is the Salter Noise Study (Attachment 2-H). As discussed on pages 6 and 7 of the Salter Noise Study, on-site noise monitoring and SFO noise monitoring data from 2017 to the present indicate that the project site is within the 65-70 dB CNEL. While the project is not consistent with the ALUCP noise contours, recent site-specific data shows that the airport noise patterns are changing over time, and that the project site is less impacted by noise than at the time the ALUCP was adopted. The Salter Noise Study also confirms that the project interiors can be reduced to less than 45 dB, consistent with the ALUCP noise policy and the City's General Plan policies.

CNEL Range	Land Use
Less than 65 dB	Land use and related structures compatible without restrictions.
65 to 70 dB	Land use and related structures are permitted, provided that sound insulation is provided to reduce interior noise levels from exterior sources to CNEL 45 dB or lower and that an avigation easement is granted to the City and County of San Francisco as operator of SFO.
70 dB to 75 dB	Land use and related structures are not compatible. However, use is conditionally compatible only on an existing lot of record zoned only for residential use as of the effective date of the ALUCP. Use must be sound-insulated to achieve an indoor noise level of CNEL 45 dB or less from exterior sources.
Over 75 dB	Land use and related structures are not compatible

Consistent with the City’s General Plan policies and the ALUCP noise policies for projects located in the 65-70 dB CNEL, the City will require enforceable Conditions of Approval to mitigate noise including:

- Construction and design features to meet acoustic performance standards recommended in the noise study, to reduce interior noise to 45 dB
- Granting an avigation easement to the City and County of San Francisco, in accordance with ALUCP Policy NP-3, prior to issuance of building permits
- Requirement of an indemnification agreement with the City prior to issuance of building permits, ensuring that liability related to noise is assumed by the project
- Requirement to include real estate disclosures in leases disclosing the presence of an airport within two miles of the property, per Section 11010 of the Business and Professions Code.

CEQA ANALYSIS

In 2010, the City adopted the South El Camino Real General Plan Amendments and associated Zoning Code Amendments, and certified the Amendment Environmental Impact Report (State Clearinghouse #2009062070) (GPA EIR). Per CEQA Guidelines Section 15168, an Environmental Consistency Checklist (ECA) has been prepared and reviewed by the City’s CEQA consultant for the 410 Noor project, which is a subsequent project within the South El Camino Real General Plan Amendment area. According to Section 15168, a program EIR can be used in compliance with CEQA to address the effects of a subsequent project, so long as the project is covered by the program EIR, and no conditions exist that would trigger a subsequent EIR pursuant to CEQA Guidelines Section 15162. The CEQA Environmental Consistency Analysis (ECA) and supporting analysis indicates that the 410 Noor project, as proposed, would not result in new or substantially more severe environmental effects than what was analyzed in the South El Camino General Plan Amendment EIR.

We note that, as discussed in the ECA, the General Plan Amendment EIR anticipated a change in the noise contours over time, given advances in airplane technology and changes in SFO’s operations. See GPA EIR pages 9-2. As previously discussed, recent site-specific noise data shows that the project site is currently within the 65-70db CNEL, not within the 70db CNEL contour as was the case when the

ALUCP was adopted. As part of this project, clarifying General Plan text amendments are proposed to two General Plan policies (Land Use Policy 2-I-22 and Noise Policy 9-1-11) that expressly reference the currently-adopted, noise contour maps (ALUCP Exhibit IV-6 and FAA Part 150 Map). The proposed amendments expressly incorporate City Council discretion to approve appropriate projects based on technical studies and add a reference to the Local Agency Override process for projects (already available under State law), to the extent such an override process is necessary. These clarifying amendments to the General Plan noise-related policies will allow the City to better achieve the vision and policies of the General Plan and ensure internal policy consistency.

Similarly, as a PDA/TPA project consistent with the regional goals of Plan Bay Area 2040, the PBA EIR analyzed noise impacts related to airport land use compatibility on a regional basis. The PBA EIR acknowledged that Project development could potentially be located in close proximity to existing airports such that applicable exterior and interior noise thresholds would be exceeded, and found that a potentially significant impact could occur to projected development only. The PBA EIR ultimately concluded that to the extent that an individual project adopts and implements all feasible mitigation measures described in PBA EIR Mitigation Measure 2.6-6 (see below), the appropriate design and building construction would ensure interior noise levels of 45 dB CNEL and this impact would be less than significant with mitigation. (PBA EIR, pp. 2.6-33 to 34.)

The Project is consistent with the type of development analyzed in the PBA EIR. See the Land Use and Planning section of the ECA for an analysis of the Project's consistency with Plan Bay Area 2040. The project will implement PBA EIR Mitigation Measure 2.6-6 by complying with the recommendations to ensure indoor noise levels of CNEL 45 dB or less in compliance with PBA EIR Mitigation Measure 2.6-6 as described in the Salter Noise Study.

PBA EIR Mitigation Measure 2.6-6: Local lead agencies for all new development proposed to be located within an existing airport influence zone, as defined by the locally adopted airport land use compatibility plan or local general plan, shall require a site-specific noise compatibility. The study shall consider and evaluate existing aircraft noise, based on specific aircraft activity data for the airport in question, and shall include recommendations for site design and building construction to ensure compliance with interior noise levels of 45 dB CNEL, such that the potential for sleep disturbance is minimized.

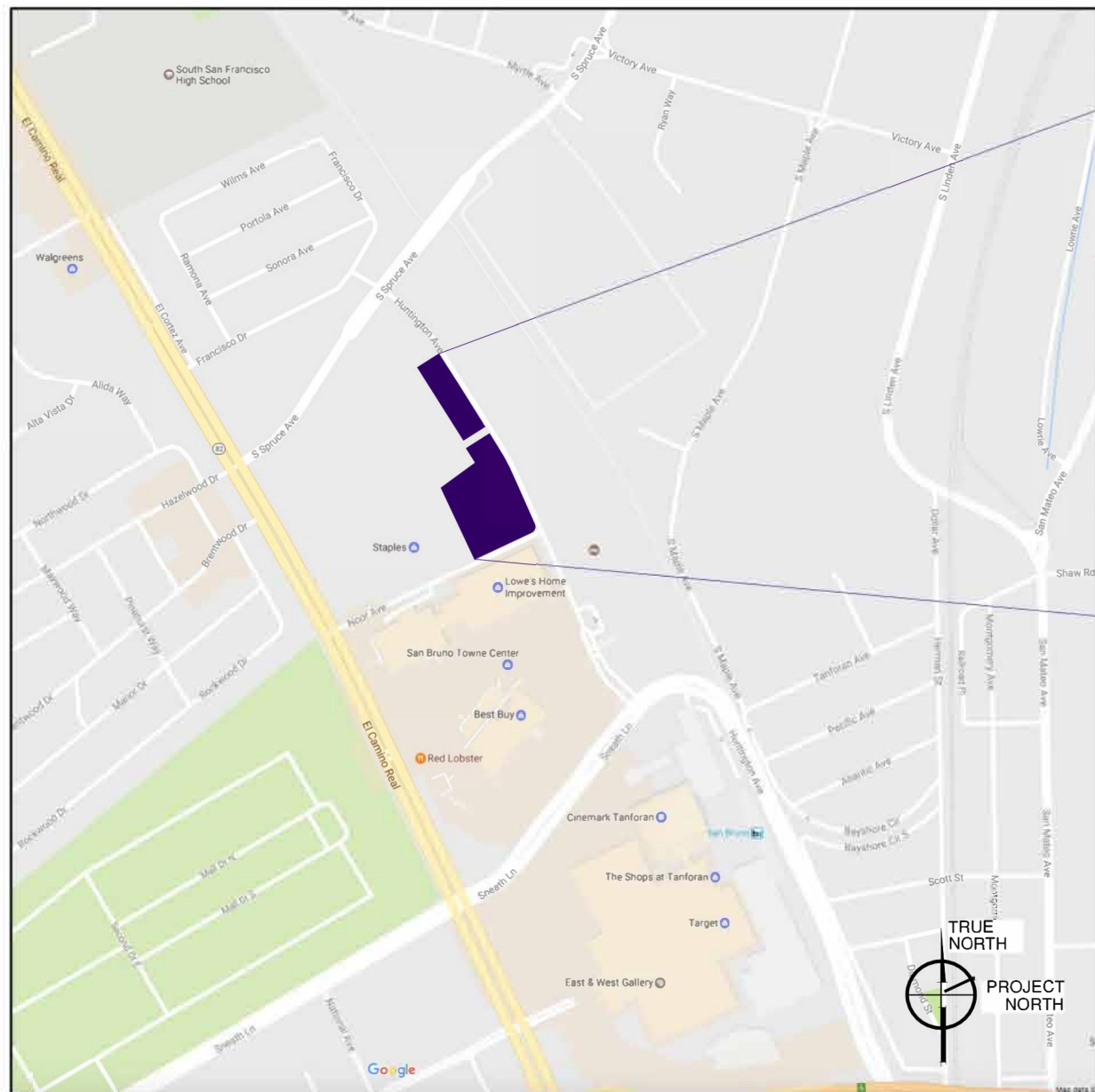
The 410 Noor ECA and supporting technical documents are attached to this report ([Attachment 2](#)).

Attachments:

1. 410 Noor Site Plan
2. Draft Environmental Consistency Analysis with supporting technical studies and exhibits:
 - A. Summary of Mitigation, General Plan Policies, and Standard Condition Requirements
 - B. Summary of Impacts and Policies That Reduce Impacts
 - C. CEQA Appendix N
 - D. CAP GHG-Reducing Strategies

- E. Hexagon Transportation Consultants, Transportation Demand Management (TDM) Program – 410 Noor Avenue
- F. Michael L. Bench, Evaluation of Existing Trees – 410 Noor Ave
- G. Fugro, Phase I, Environmental Site Assessment Executive Summary - 410 Noor Avenue
- H. Charles M. Salter Associates, Inc. 2020 Environmental Noise Study – 410 Noor Residences
- I. Hexagon Transportation Consultants, Traffic Impact Analysis (TIA) – 410 Noor Avenue
- 3. Airspace Analysis and Obstruction Study (Williams Aviation Consulting)
- 4. ALUCP Exhibits:
 - a. ALUCP Exhibit IV-6 “Noise Compatibility Zones – Detail” (with 410 Noor Project site highlighted)
 - b. IV-8 “Safety Compatibility Zones” (with 410 Noor Project site highlighted)
 - c. ALUCP Exhibit IV-14 “14 CFR Part 77 Airport Imaginary Surfaces – North Side” (with 410 Noor Project site highlighted)

3485193.1



LOCATION: 37°38'31" N 122°5'16" W
 ELEVATION: + 45'
 BUILDING A HEIGHT: 49'- 8"
 BUILDING B HEIGHT: 59'-10"
 BUILDING C HEIGHT: 38'- 6"

VICINITY MAP



PERSPECTIVE RENDERING

THE SITE INCLUDES TWO PARCELS, ONE OF WHICH HOUSES THE VACANT CENTURY THEATRE, WHILE THE OTHER IS USED AS AN ON-GRADE PARKING LOT. THE PROPOSED USE IS A 338 UNIT MULTI-FAMILY PROJECT WITH 467 PARKING STALLS IN PARTIALLY BELOW GRADE GARAGES. THE PROJECT WILL CONSIST OF 3 BUILDINGS:

- BLDG A: 4 STORY/ 49'-8" HEIGHT (TYPE VA O/ IA BASEMENT)
- BLDG B: 5 STORY/ 59'-10" HEIGHT (TYPE IIIA O/ IA BASEMENT)
- BLDG C: 3 STORY/ 38'-6" HEIGHT (TYPE VA O/ IA BASEMENT)

LOT AREA:	206,474 S.F. (4.74 ACRE)
EXISTING LOT COVERAGE:	47,513 S.F.
PROPOSED LOT COVERAGE:	90,775 SF (TYPICAL FLOOR)
FAR:	2.50 ALLOWED (3.5 FOR MIXED-USE W/ INCENTIVE PROGRAM) 2.64 PROVIDED
REQUIRED PARKING:	1 PER STUDIO, 1.5 PER 1 BED, 1.8 PER 2 BED, .25 PER DU FOR GUEST (677 STALLS)
PROVIDED PARKING:	467 STALLS
RESIDENTIAL DENSITY:	71.3 DU/ACRE
LANDSCAPING ON SITE:	65,128 SF (31.54%)

PROJECT DESCRIPTION

GENERAL INFORMATION

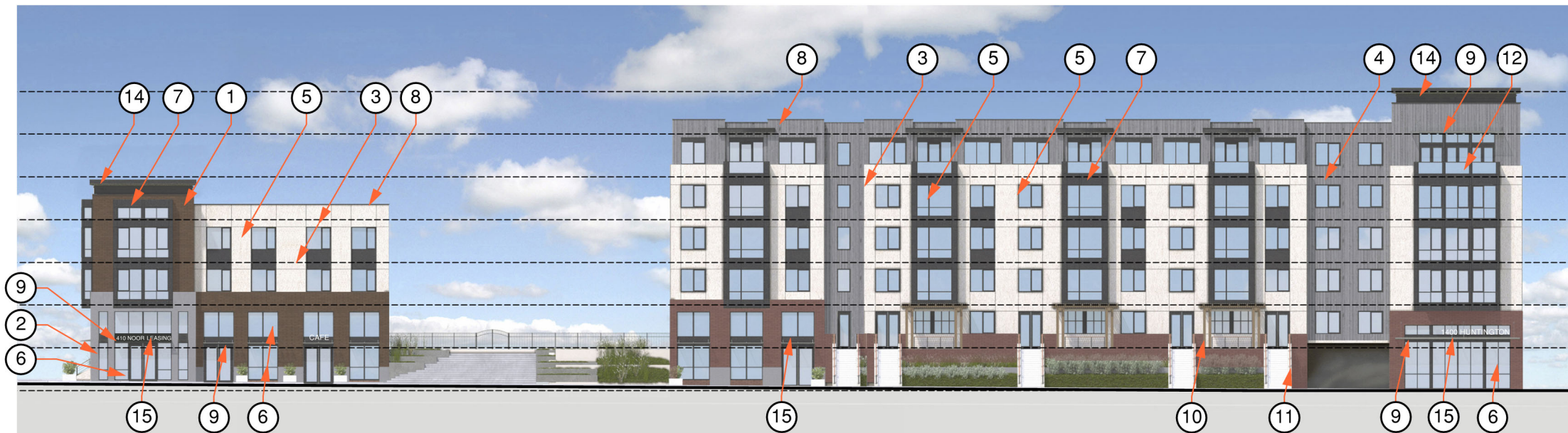
410 NOOR AVENUE

APRIL 3, 2020



- +38'-6" (VARIES)
T.O. ROOF
- +29'-6"
T.O. PLATE
- +20'-4"
T.O. SBFLR LEVEL 3
- +10'-2"
T.O. SBFLR LEVEL 2
- +0'-0"
T.O. SLAB LEVEL 1
- -11'-2"
T.O. SLAB BASEMENT

EAST ELEVATION (NOOR AVE.) 2

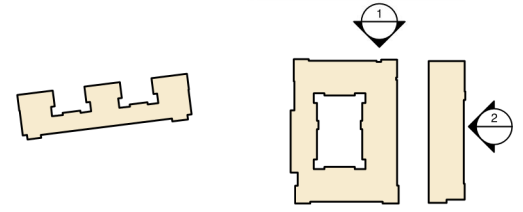


- +59'-10" (VARIES)
T.O. ROOF
- +49'-10"
T.O. PLATE
- +40'-8"
T.O. SBFLR LEVEL 5
- +30'-6"
T.O. SBFLR LEVEL 4
- +20'-4"
T.O. SBFLR LEVEL 3
- +10'-2"
T.O. SBFLR LEVEL 2
- +0'-0"
T.O. SLAB LEVEL 1
- -11'-2"
T.O. SLAB BASEMENT

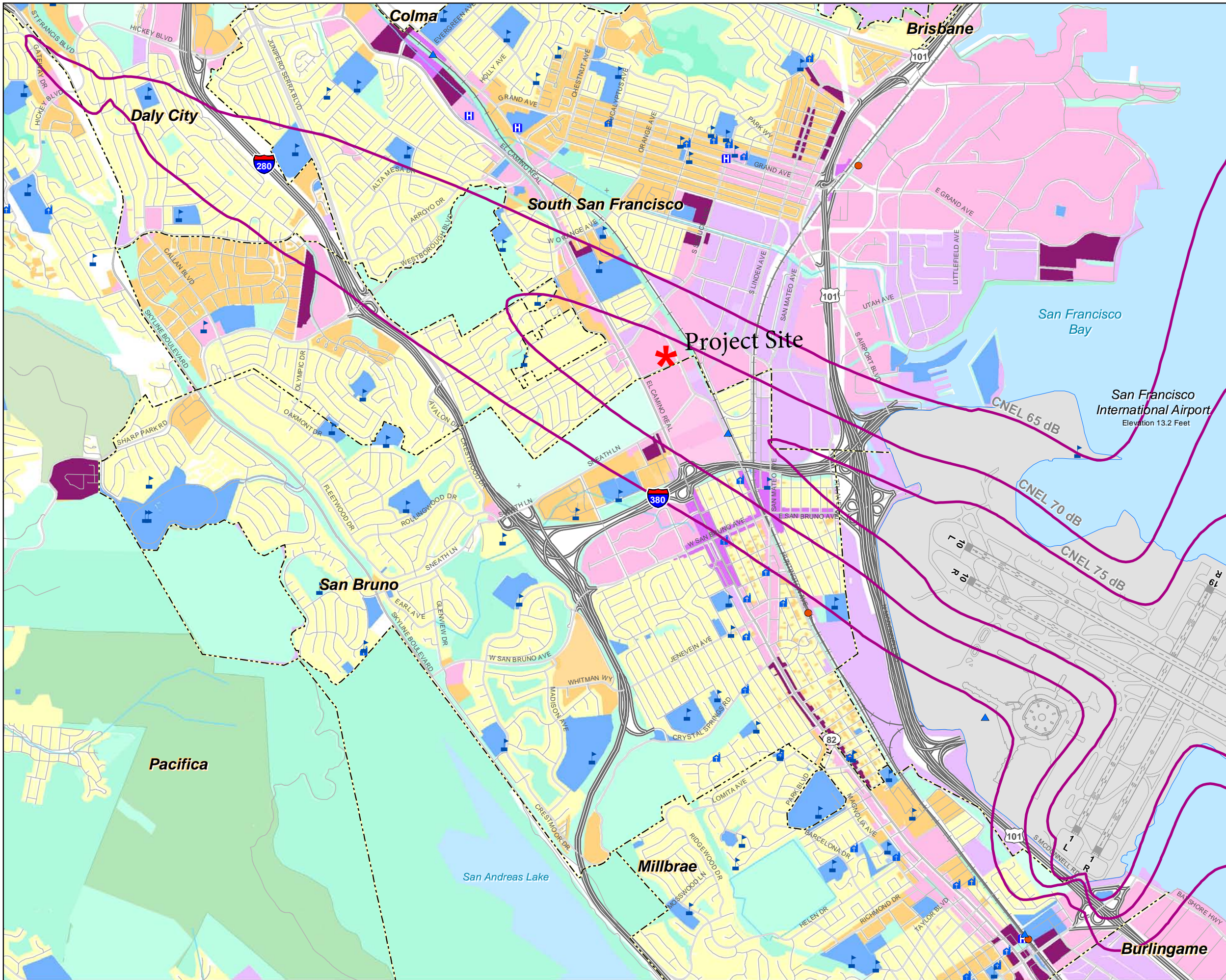
NORTH ELEVATION (HUNTINGTON AVE.) 1

- | | | |
|--|--|--|
| ① BRICK VENEER | ⑦ CEMENTITIOUS PANEL & TRIM, SMOOTH FINISH | ⑬ AWNING OVER HANG |
| ② CAST STONE BASE | ⑧ PARAPET | ⑭ CORNICE |
| ③ PLASTER - SMOOTH SAND FINISH | ⑨ METAL AWNING | ⑮ BLDG SIGNAGE
ADDRESS: 36" TALL
OTHER SIGN: 18" TALL
3" DEPTH, HELVETICA
OR SIM; CAST METAL |
| ④ VERTICAL CEMENTITIOUS SIDING W/ WOOD GRAIN | ⑩ CEMENTITIOUS TRELLIS | |
| ⑤ VINYL WINDOWS, ARCHITECTURAL BRONZE FINISH | ⑪ STOOP TO STREET | |
| ⑥ STOREFRONT TO MATCH VINYL | ⑫ GLASS RAIL | |

KEY PLAN



ELEVATIONS 1/32" = 1'-0"



LEGEND

- CNEL Contour, 2020 Forecast
- Airport Property
- BART Station
- CALTRAIN Station
- School
- Place of Worship
- Hospital
- Municipal Boundary
- Railroad
- Freeway
- Road

Planned Land Use Per General Plans:

- Public
- Multi-Family Residential
- Single Family Residential
- Mixed Use
- Transit Oriented Development
- Commercial
- Industrial, Transportation, and Utilities
- Local Park, Golf Course, Cemetery
- Regional Park or Recreation Area
- Open Space
- Planned use not mapped

Sources:

Noise Contour Data:
 - Draft Environmental Assessment, Proposed Runway Safety Area Program, San Francisco International Airport. URS Corporation and BridgeNet International, June 2011

County Base Maps:
 - San Mateo County Planning & Building Department, 2007

Local Plans:
 - Burlingame Bayfront Specific Area Plan, August 2006
 - Burlingame Downtown Specific Plan, January 2009
 - Burlingame General Map, September 1984
 - North Burlingame/ Rollins Road Specific Plan, February 2007
 - Colma Municipal Code Zoning Maps, December 2003
 - Daly City General Plan Land Use Map, 1987
 - Hillsborough General Plan, March 2005
 - Millbrae Land Use Plan, November 1998
 - Pacifica General Plan, August 1996
 - San Bruno General Plan, December 2008
 - San Mateo City Land Use Plan, March 2007
 - San Mateo County Zoning Map, 1992
 - South San Francisco General Plan, 1998

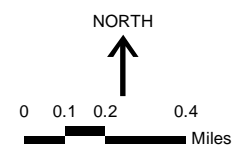


Table IV-1 Noise/Land Use Compatibility Criteria

LAND USE	COMMUNITY NOISE EQUIVALENT LEVEL (CNEL)			
	BELOW 65 dB	65-70 dB	70-75 dB	75 dB AND OVER
Residential				
Residential, single family detached	Y	C	N (a)	N
Residential, multi-family and single family attached	Y	C	N (a)	N
Transient lodgings	Y	C	C	N
Public/Institutional				
Public and Private Schools	Y	C	N	N
Hospitals and nursing homes	Y	C	N	N
Places of public assembly, including places of worship	Y	C	N	N
Auditoriums, and concert halls	Y	C	C	N
Libraries	Y	C	C	N
Outdoor music shells, amphitheaters	Y	N	N	N
Recreational				
Outdoor sports arenas and spectator sports	Y	Y	Y	N
Nature exhibits and zoos	Y	Y	N	N
Amusements, parks, resorts and camps	Y	Y	Y	N
Golf courses, riding stables, and water recreation	Y	Y	Y	Y
Commercial				
Offices, business and professional, general retail	Y	Y	Y	Y
Wholesale; retail building materials, hardware, farm equipment	Y	Y	Y	Y
Industrial and Production				
Manufacturing	Y	Y	Y	Y
Utilities	Y	Y	Y	Y
Agriculture and forestry	Y	Y (b)	Y (c)	Y (c)
Mining and fishing, resource production and extraction	Y	Y	Y	Y

Notes:

CNEL = Community Noise Equivalent Level, in A-weighted decibels.

Y (Yes) = Land use and related structures compatible without restrictions.

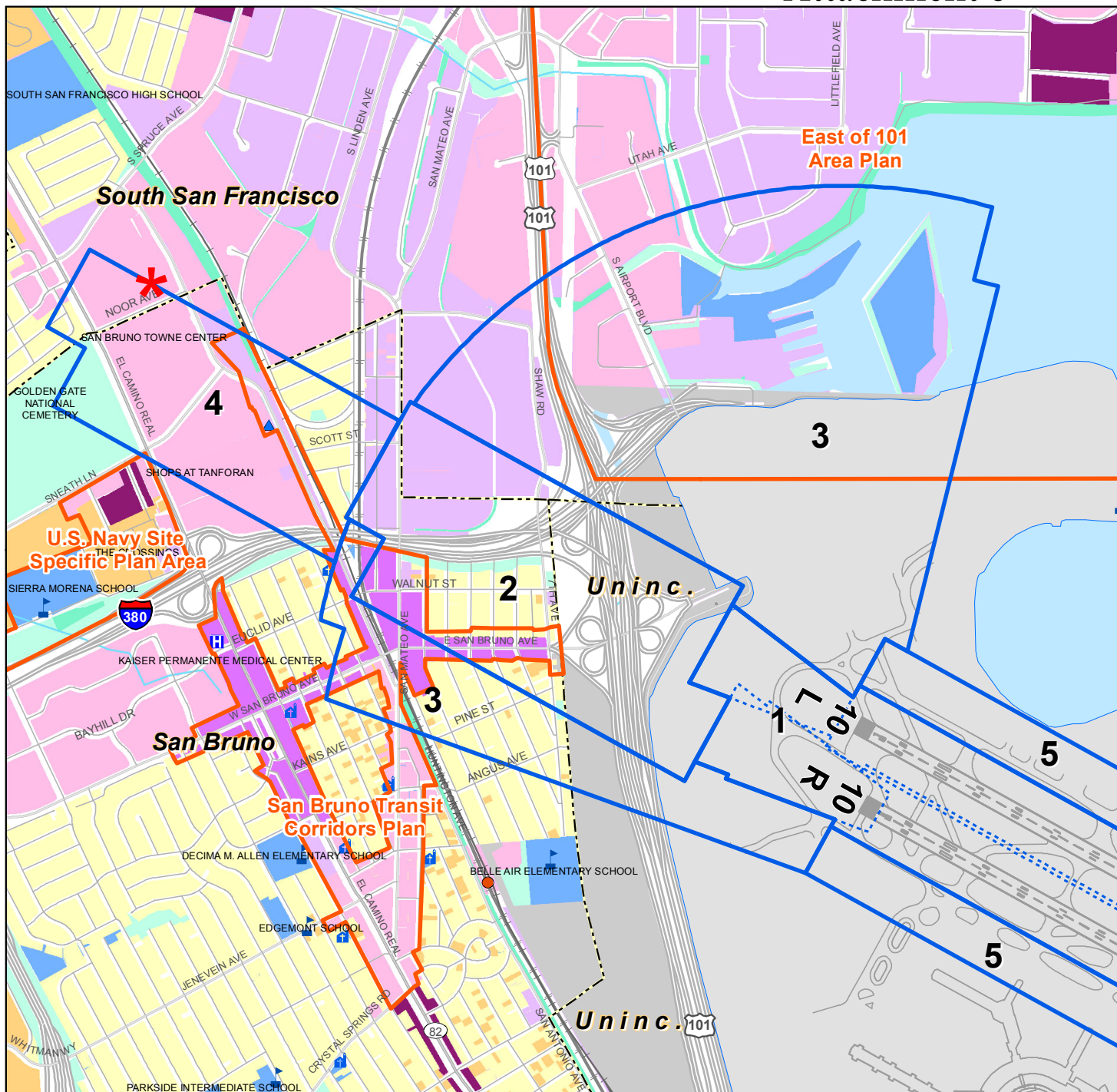
C (conditionally compatible) = Land use and related structures are permitted, provided that sound insulation is provided to reduce interior noise levels from exterior sources to CNEL 45 dB or lower and that an avigation easement is granted to the City and County of San Francisco as operator of SFO. See Policy NP-3.

N (No) = Land use and related structures are not compatible..

- (a) Use is conditionally compatible only on an existing lot of record zoned only for residential use as of the effective date of the ALUCP. Use must be sound-insulated to achieve an indoor noise level of CNEL 45 dB or less from exterior sources. The property owners shall grant an avigation easement to the City and County of San Francisco prior to issuance of a building permit for the proposed building or structure. If the proposed development is not built, then, upon notice by the local permitting authority, SFO shall record a notice of termination of the avigation easement.
- (b) Residential buildings must be sound-insulated to achieve an indoor noise level of CNEL 45 dB or less from exterior sources.
- (c) Accessory dwelling units are not compatible.

SOURCES: Jacobs Consultancy Team 2010. Based on State of California General Plan Guidelines for noise elements of general plans; California Code of Regulations, Title 21, Division 2.5, Chapter 6, Section 5006; and 14 CFR Part 150, Appendix A, Table I.

PREPARED BY: Ricondo & Associates, Inc., June 2012.



LEGEND

Safety Compatibility Zones

- 1 - Runway Protection Zone-Object Free Area
- 2 - Inner Approach/Departure Zone
- 3 - Inner Turning Zone
- 4 - Outer Approach/Departure Zone
- 5 - Sideline Zones
- Internal boundaries of ALP-defined areas
- Specific Plan Area
- Airport Property
- ▲ BART Station
- CALTRAIN Station
- ✎ School
- ✎ Place of Worship
- H Hospital
- Municipal Boundary
- Railroad
- Freeway
- Major Road
- Road

Planned Land Use Per General Plans

- Public
- Multi-Family Residential
- Single Family Residential
- Mixed Use
- Transit Oriented Development
- Commercial
- Industrial, Transportation, and Utilities
- Local Park, Golf Course, Cemetery
- Regional Park or Recreation Area
- Open Space

Sources:

- Local Plans:**
- San Bruno General Plan, December 2008
 - South San Francisco General Plan, 1998

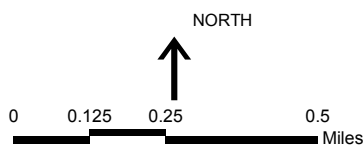


Exhibit IV-8
**SAFETY COMPATIBILITY ZONES
 IN THE CITIES OF SOUTH SAN FRANCISCO
 AND SAN BRUNO**
 Comprehensive Airport Land Use Plan
 for the Environs of San Francisco International Airport
C/CAG
 City/County Association of Governments
 of San Mateo County, California

FAANOTIFICATIONREQUIREMENTS

A structure proponent must file FAA Form 7460-1, Notice of proposed Construction or Alteration, for any proposed construction or alteration that meets any of the following Notification Criteria described in 14 CFR part 77.9:

§77.9(a) - A height more than 200 feet above ground level (AGL) at its site;

§77.9(b) - within 20,000 feet of a runway more than 3,200 feet in length, and exceeding a 100:1 slope imaginary surface (i.e., a surface rising 1 foot vertically for every 100 feet horizontally) from the nearest point of the nearest runway. The 100:1 surface is shown as follows:

- 20,000 Feet Limit From Nearest Runway
- 100 — Elevation Above Mean Sea Level

Heights of 100:1 Surface Above Ground (AGL)

- Terrain penetrations of Airspace Surface
- Less than 30
- 30-65
- 65-100
- 100-150
- 150-200
- 200 and more

§77.9(c) - Roadways, railroads, and waterways are evaluated based on heights above surface providing for vehicles; by specified amounts or by the height of the highest mobile object normally traversing the transportation corridor;

§77.9(d) - Any construction or alteration on any public-use or military airport (or heliport).

Structure proponents or their representatives may file via traditional paper forms via uS mail, or online at the FAA's oE/AAA website, <http://oeaaa.faa.gov>

LEGEND

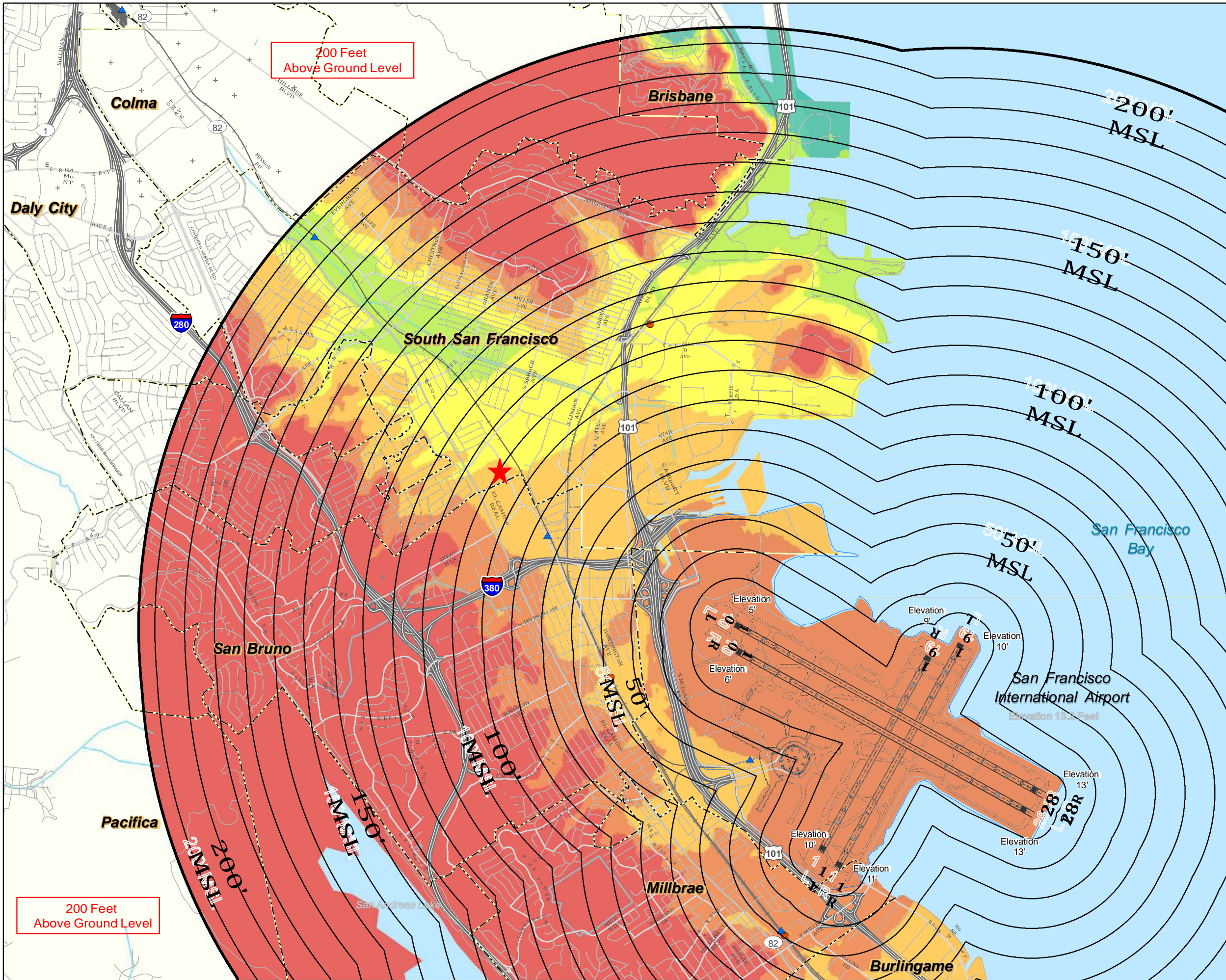
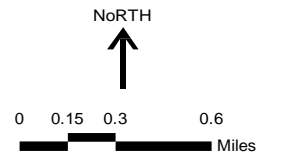
- ▲ BART Station
- CALTRAIN Station
- Municipal Boundary
- Railroad
- Freeway
- Road

Note:

per 14 CFR part 77, developers proposing structures taller than the indicated elevations must file Form 7460-1 with the FAA at least 30 days before the proposed construction. However, due to local requirements for a favorable FAA determination as a contingency for project approval, it is advisable to file the Form 7460-1 as soon as possible because the FAA can take several months to undertake aeronautical reviews.

Source:

Ricondo & Associates, Inc. and Jacobs Consultancy, based on 14 CFR part 77, Subpart B, Section 77.9.



200 Feet Above Ground Level

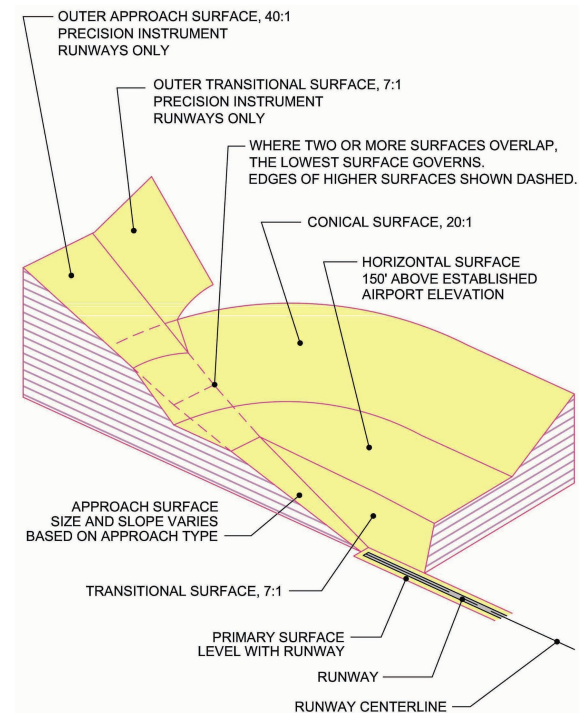
200 Feet Above Ground Level

Attachment 8

LEGEND

- 14 CFR Part 77 Civil Airport Imaginary Surfaces
- 100' MSL Elevation Contour, feet AMSL
- ▲ BART Stations
- CALTRAIN Stations
- Regional Park or Recreation Area
- Municipal Boundary
- Railroads
- Freeways
- Roads

Isometric Drawing of 14 CFR Part 77, Section 77.19 Civil Airport Imaginary Surfaces



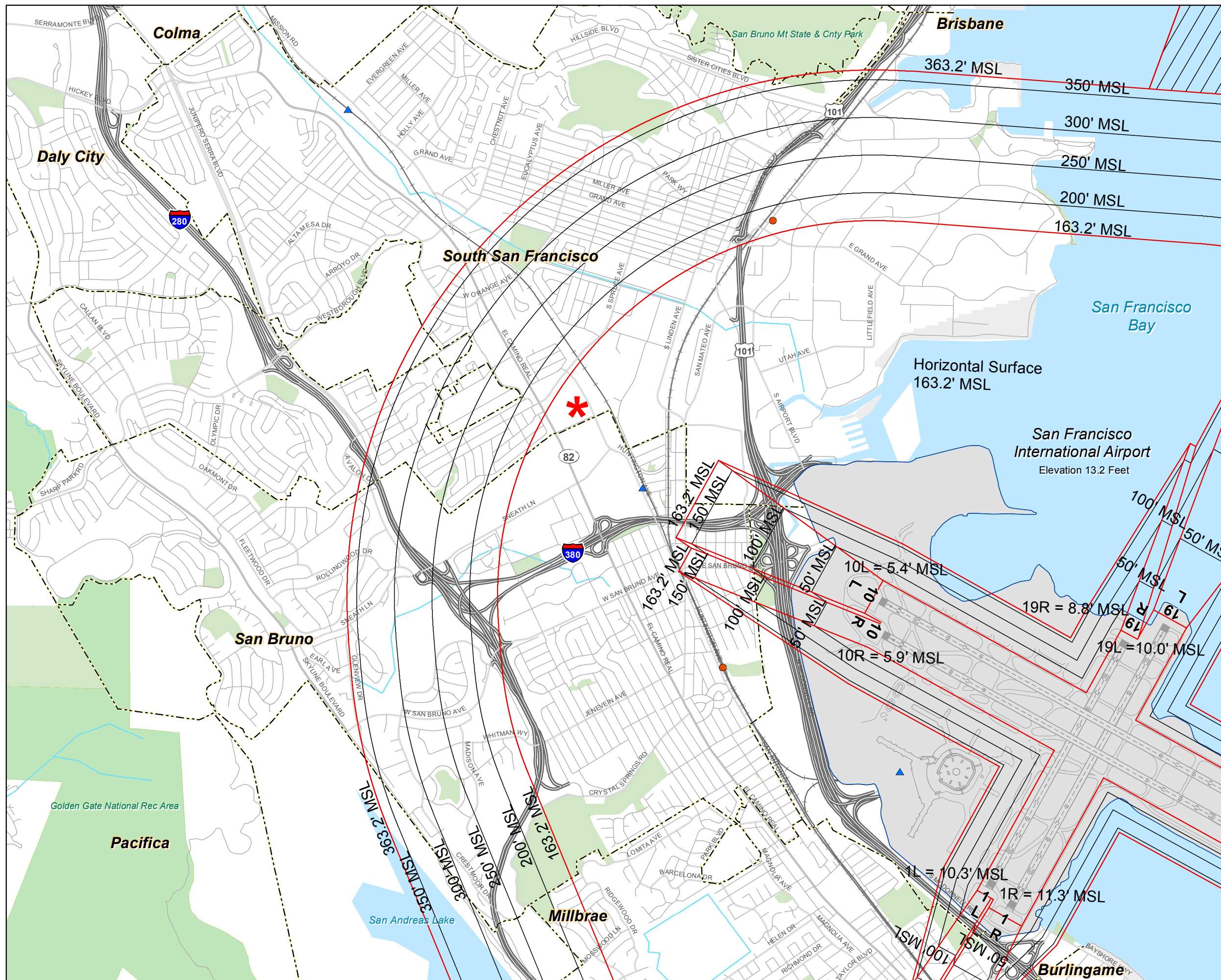
Sources:

14 CFR Part 77 Surfaces: City and County of San Francisco, Ricondo & Associates, Inc., 2010

NORTH



0 0.125 0.25 0.5
Miles



SURFACE INTERSECTION ANALYSIS INFORMATION - AIRPORT CODE "SFO"								
Coordinate System: WGS84			Date: 05/13/20			Model: 2-SFO_ALL_Surfaces_31JUL14		
Latitude	Longitude	Site El.(AMSL)	Ht.(AGL)	Overall Ht.(AMSL)	Max Ht. (AMSL)	Exceeds By	Under By	Surface
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	154.91		54.09	SFO_RW28LR_OEI_Corridor_090309
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	163.2		62.38	SFO_P77_19_Horizontal_Plane
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	304.09		203.27	SFO_RW10R_VIZ_Straight_In
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	311.66		210.84	SFO_RW28R_IFR_NonSTND_Departure_2000
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	355.04		254.22	SFO_RW28L_IFR_NonSTND_Departure
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	357.73		256.91	SFO_VFR77_Exist_Conical
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	390.86		290.04	SFO_RW10R_RNP_2Y_Final_Approach_O
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	519.64		418.82	SFO_RW28R_ILS_CAT2_Missed_Approach_11
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	640		539.18	SFO_CIRCLING_CAT_B
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	730		629.18	SFO_RW10R_LNAVx_Final_Approach_OB
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	733.44		632.62	SFO_RW28R_LOC_Missed_Approach_11
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	733.47		632.65	SFO_RW28L_LOC_Missed_Approach_22A
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	738.32		637.5	SFO_RW28R_LPV_Missed_Approach_2B
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	740		639.18	SFO_CIRCLING_CAT_C
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	753.95		653.13	SFO_RW28L_ILS_Cat1_Missed_Approach_22A
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	860		759.18	SFO_CIRCLING_CAT_D
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	953.6		852.78	SFO_RW28R_RNP_Y_Missed_OB
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	1241.96		1141.14	SFO_RW28L_VNAV_Missed_Approach_OB
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	1363.59		1262.77	SFO_RW28R_VNAV_Missed_Approach_2B
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	1600		1499.18	SFO_MVA_2008
37° 38' 30.5485"	122° 25' 12.4313"	41.82	59	100.82	1891.48		1790.66	SFO_RW01L_IFR_NonSTND_Departure
Total penetrations above surfaces: 0								
Total penetrations below surfaces: 21								
Zone Analysis								
X	Y	Range	Safety Zones					
6005754.963	2061866.571	70-75 db	None					



San Francisco International Airport

June 25, 2020

Susy Kalkin
 ALUC Staff
 City/County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, CA 94063

Subject: *San Francisco International Airport's Objection to Proposed Construction at 410 Noor Avenue in South San Francisco*

Dear Ms. Kalkin:

Thank you for notifying San Francisco International Airport (SFO or "Airport") of the proposed new mixed-use development at 410 Noor Avenue in South San Francisco, on the site of the currently vacant Century Plaza theaters (the "Project"). We appreciate this opportunity to coordinate with the City/County Association of Governments of San Mateo County (C/CAG) and the City of South San Francisco (South San Francisco) in evaluating the land use compatibility of the Project. The Airport objects to the Project at its proposed location because it would be incompatible with the noise policies of the Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (ALUCP). The Airport accordingly recommends that the Airport Land Use Commission (ALUC) deny the Project as proposed.

Background

The California Public Utilities Code requires airport land use commissions to prepare and adopt an airport land use compatibility plan for each public use and military airport within their jurisdictions.¹ The purpose is twofold: (1) to protect airports, which are typically regional, state, and national assets, from local development that would encroach on the ability of airports to operate and (2) to promote good land use planning and zoning in communities located near airports that protects residents in the communities near airports. In 1996, C/CAG, acting in its capacity as ALUC, adopted the ALUCP. In 2012, C/CAG updated the ALUCP.

As provided in the California Airport Land Use Planning Handbook,² the ALUCP covers four primary land use and zoning areas of concern:

- Aircraft Noise Impact Reduction – To reduce the potential number of future airport area residents who could be exposed to noise impacts from airport and aircraft operations.
- Safety of Persons on the Ground and in Aircraft in Flight – To minimize the potential number of future residents and land use occupants exposed to hazards related to aircraft operations and accidents.
- Height Restrictions/Airspace Protection – To protect the navigable airspace around the Airport for the safe and efficient operation of aircraft in flight.
- Overflight Notification – To establish an area within which aircraft flights to and from the Airport occur frequently enough and at a low enough altitude to be noticeable by sensitive residents. Within this area, real estate disclosure notices shall be required, pursuant to state law.

¹ Cal. Publ. Util. Code, § 21674(c).

² The California Department of Transportation, Division of Aeronautics prepared the *California Airport Land Use Planning Handbook* (Oct. 2011), as required by state law.. See Cal. Pub. Util. Code, §§ 21674.5, 21674.7.

AIRPORT COMMISSION CITY AND COUNTY OF SAN FRANCISCO

LONDON N. BREED
MAYOR

LARRY MAZZOLA
PRESIDENT

ELEANOR JOHNS

RICHARD J. GUGGENHIME

MALCOLM YEUNG

IVAR C. SATERO
AIRPORT DIRECTOR

I. The Project is incompatible with the ALUCP.

The Project is inconsistent with the ALUCP noise compatibility policies. Specifically, Policy NP-2 prohibits new residential units – multi-family or otherwise – within the 70-75 decibels (dB) Community Noise Equivalent Level (CNEL) contour for SFO.³ “The 2020 forecast contours define the boundaries within which the noise compatibility policies of [the] ALUCP are based.”⁴ The Project site is located directly within the 70-75 dB contour of the 2020 forecast.⁵ Policy NP-4.1 allows that “[r]esidential uses are considered conditionally compatible in areas exposed to noise above CNEL 70 dB only if the proposed use is on a lot of record zoned exclusively for residential use as of the effective date of the ALUCP.”⁶ But as of October 2012, the effective date of the ALUCP, the Project site was zoned Mixed-Use. Therefore, the proposed Project is incompatible, and because the Project site was not zoned exclusively for residential use, the Project cannot be conditionally compatible.

The Project site is also partly located within the Airport’s Safety Compatibility Zone 4, which prohibits public uses such as schools and large child day care centers. Therefore, a school or large child day care would not be compatible for the commercial space on the ground floors of the Project.

In the event South San Francisco – over the Airport’s objection – overrides a finding of incompatibility with the ALUCP noise policies and approves the proposed Project, then at a minimum, the Airport requests that South San Francisco condition issuance of the building permit for the Project on the execution of an avigation easement in favor of the City and County of San Francisco. Execution of an avigation easement prior to issuance of a building permit is also a requirement for uses found to be conditionally acceptable under the ALUCP. The developer would also need to ensure effective sound insulation indoors to a noise level of CNEL 45 dB or less from exterior sources.

II. South San Francisco’s prior agreements further preclude approval of the Project at the proposed site.

Since 1984, South San Francisco has received funding from the Airport and grants from the FAA’s Airport Improvement Program (AIP) for airport noise insulation programs. During this time through the early 2000s, South San Francisco has received over \$71.1 million in noise insulation funds. As a condition for receiving the federal grants, South San Francisco provided assurances that were incorporated into and became part of the grant agreement with the federal government, including that it would “take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft” and to “not cause or permit any change in land use, within its jurisdiction that will reduce its compatibility, with respect to the airport”⁷ Approving the proposed Project within the 70-75 dB CNEL noise contour would violate this condition of grant acceptance.

* * *

³ ALUCP, p. IV-17.

⁴ *Id.* at I-13.

⁵ *See id.* at Exhibit III-1.

⁶ *Id.* at IV-19.

⁷ Airport Improvement Program Grant Assurances, 64 Fed. Reg. 45,011 (Aug. 18, 1999).

Susy Kalkin
June 25, 2020
Page 3 of 3

The Airport appreciates your consideration of these comments. If I can be of assistance regarding this matter, please do not hesitate to contact me at (650) 821-9464 or at nupur.sinha@flysfso.com.

Sincerely,



Nupur Sinha
Acting Airport Planning Director
San Francisco International Airport
Bureau of Planning and Environmental Affairs

cc: Sandy Wong, C/CAG
Tony Rozzi, South San Francisco, Principal Planner
Nixon Lam, SFO, Environmental Affairs Manager

DEPARTMENT OF TRANSPORTATION

DIVISION OF AERONAUTICS – M.S. #40
 1120 N STREET
 P. O. BOX 942874
 SACRAMENTO, CA 94274-0001
 PHONE (916) 654-4959
 FAX (916) 653-9531
 TTY 711
 www.dot.ca.gov

Attachment 10b



Making Conservation
 a California Way of Life.

June 18, 2020

Ms. Susy Kalkin, ALUC Staff
 County Association of Governments of San Mateo County
 555 County Center, 5th Floor
 Redwood City, California 94063-1665

Electronically Sent
 Kkalkin@smcggov.org

Dear Ms. Kalkin,

Thank you for soliciting input from the California Department of Transportation (Caltrans), Division of Aeronautics (Division) regarding the proposed 410 Noor Avenue Mixed-Use Residential project in South San Francisco. The State of California Legislature enacted California Public Utilities Code section 21670 et. seq. to ensure compatible land use within a two-mile radius of airports. The legislative purpose is to protect the “public health, safety and welfare by ensuring the orderly expansion of airports and adoption of land use measures that minimize the public’s exposure to excessive noise and safety hazards.” By authority of the Legislature, the Division has jurisdiction to assist airports, airport land use commissions (ALUC), and local agencies in the implementation of compatible land uses in the vicinity of airports.

The project site would include 338 for-rent residential units and 100 square feet (sq. ft.) of ground-floor retail space. Project approvals involve a conditional use permit, design review, a lot merger under the Subdivision Map Act, and environmental assessment in accordance with the California Environmental Quality Act.

The County Association of Governments of San Mateo County (C/CAG) is the designated agencyⁱ authorized to perform airport land use commission functions.ⁱⁱ As part of their airport land use planning functions, C/CAG adopted the Comprehensive Airport Land Use Compatibility Plan for the Environs of San Francisco International Airport (ALUCP) in 2012. The policies of this ALUCP have four goals:

- To protect San Francisco International Airport (SFO) from further encroachment by incompatible land uses
- To safeguard the general welfare of the inhabitants within the vicinity of the Airport and the public by protecting them from adverse effects of aircraft noise and by avoiding an increase in the number of people exposed to airport/aircraft related hazards;

ⁱ Public Utilities Code (PUC) section 21670.1

ⁱⁱ PUC section 21674

- To ensure that no structures or land use characteristics adversely affect the navigable airspace in the vicinity of the Airport to provide for the safe passage of aircraft in flight
- To provide guidance to land use agencies on compatible land uses in the environs of SFO

The Division reviewed proposed land uses that would occupy the project site for consistency with the California Airport Land Use Planning Handbook, October 2011 (Handbook)ⁱⁱⁱ and the ALUCP. The Handbook provides foundational principals for ALUCs to establish noise contours, overflight zones, safety zone compatibility maps, and airspace protection areas. The project site is in an area that frequently experiences noise levels above a Community Noise Level Equivalent CNEL^{iv} of 70 decibels (dB), is frequently overflowed by aircraft using San Francisco International Airport, and would be split by Handbook and ALUCP safety zones^v.

State guidance sets a CNEL of 65dB as the maximum noise level normally compatible with urban residential land uses. The Handbook's excessive noise minimization principals for which ALUCs establish ALUCP policy are as follows:

- New residential uses shall be considered incompatible within the CNEL contour determined by the ALUC.
- New nonresidential uses shall be considered incompatible in locations where the airport-related noise exposure would be highly disruptive to the specific land use.
- Land uses where interior activities may be easily disrupted by noise **Error! Bookmark not defined.** shall be required to comply with the following interior noise level criteria:
 - For residential uses, 45dB CNEL in any habitable room of single-or multi-family residences
 - For nonresidential uses, 50dB CNEL in:
 1. Offices
 2. Restaurants
 3. Retail stores

ⁱⁱⁱ The Handbook is not intended to perform local airport land use compatibility planning but ALUCs are required to formulate policies that best protect people and airports. Airports are vital components of the California transportation system and provide direct and indirect benefits to our society.

^{iv} This is the noise metric adopted by the State of California for evaluating airport noise. It represents the average daytime noise level during a 24-hour day, adjusted to an equivalent level to account for the lower tolerance of people to noise during evening and nighttime periods relative to the daytime period.

^v Chapter 3 of the Handbook provides safety zone mapping principals in which C/CAG established ALUCP safety zones.

The ALUCP provides the following noise impact policies:

- NP-4.3: Residential Subdivisions and Lot Splits are Incompatible within CNEL 70dB Contour The subdivision of land and the splitting of lots to enable the construction of additional housing within the CNEL 70dB contour shall be incompatible and inconsistent with this ALUCP.
- NP-4.4: Residential re-zonings are Incompatible within CNEL 70dB Contour. The re-zoning of land for residential use within the CNEL 70dB contour shall be considered incompatible and inconsistent with this ALUCP.

The proposed uses would be contrary to California Legislators' intent to protect the orderly growth of airports and minimizing the public's exposure to excessive noise. The project site is located within a 70 dB CNEL noise contour, which exceeds the principals contained in the Handbook. Further, the proposed uses would be incompatible with SFO, and inconsistent with stated ALUCP goals and policies. Accordingly, the proposed should be deemed inconsistent with the policies of the ALUCP because the site is located within the CNEL of 70dB noise contour.

The Handbook's safety hazard exposure minimization principals in Safety Zone 4, the Outer Approach/Departure Zone,^{vi} where ALUCs establish ALUCP policy are as follows:

- Allow restaurants, retail industrial, light industrial, vehicle repair, and similar uses
- Limit residential uses to low densities but allow infill up to the average density of surrounding residential area
- Avoid commercial and other high intensity uses and buildings of more than three habitable floors

The ALUCP provides the following general policies that relate to safety:

- GP-4.2: Nonconforming uses may be rebuilt to a density (for residential uses, dwelling units per acre) or size (for nonresidential uses, building floor area) not exceeding that of the original construction. In all cases, however, reconstructed nonconforming uses shall comply with the noise compatibility and airspace protection policies of this ALUCP.
- GP-7: For the purpose of evaluating consistency with the compatibility criteria set forth in this ALUCP, any parcel that is split by compatibility zone boundaries shall be considered as if it were multiple parcels divided at the compatibility zone boundary line. Only the portion of the parcel that lies within the compatibility zone boundary shall be subject to the airport/land use compatibility consistency evaluation.

^{vi} California Airport Land Use Planning Handbook, October 2011, Figure 4E, Page 4-23

- SP-1: Outer Approach/Departure Zone (OADZ), Zone 4, extends along the extended runway centerline. It is subject to overflights of aircraft on approach and straight-out departures. At SFO, the OADZ off the west end of Runways 10R-28L and 10L-28R is overflowed by a high proportion of departures using Runways 28L and 28R, especially long-haul departures by heavy, wide-body aircraft.

The project site is split by ALUCP and Handbook Safety Zone 4. It is difficult to assess the proposed project land use compatibility without scaled engineer drawings indicating the location of the buildings and their relationship to safety zone boundaries. The Handbook states:

In situations where a parcel is split by two or more safety zones, clustering development can also be an effective means by which to avoid development in a higher risk safety zone. The disadvantage of clustering is that it allows an increased number of people to be in the potential impact area of an uncontrolled crash.

In general terms, the proposed residential uses would be contrary to California Legislators' intent to protect the orderly growth of airports and minimizing the public's exposure to safety hazard. The project site may utilize clustering on a portion of the site, but for the other portion of the site, higher density residential uses would be inconsistent with Handbook safety principles pertaining to residential density. In addition, safety zone boundaries are to be applied with reasonable caution toward protecting people. Though the project site is split by safety zone boundaries, accidents do not occur precisely along those lines. Further, the proposed uses would be incompatible with SFO, and inconsistent with stated ALUCP goals and policies.

If you have questions or need further assistance, please contact me at (916) 654-5314 or via email at Robert.fiore@dot.ca.gov.

Sincerely,

Original signed by

ROBERT FIORE
Aviation Planner



DEPARTMENT OF ECONOMIC
AND COMMUNITY DEVELOPMENT
(650) 829-6620
FAX (650) 829-6657
E-MAIL WEB-ECD@SSF.NET

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June 25, 2020

Susy Kalkin
ALUC Staff
City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063

Re: **Response to San Francisco International Airport's Objection to Proposed Multifamily Housing Project at 410 Noor Avenue in South San Francisco**

Dear Ms. Kalkin:

This letter is in response to the San Francisco International Airport's ("Airport") objection letter to the proposed multifamily housing project at 410 Noor Avenue in the City of South San Francisco ("Project"). As stated in the Project's application for an Airport Land Use Compatibility Plan ("ALUCP") consistency determination, the proposed Project consists of a 338 unit mixed-use rental housing development ¼ mile northeast of the San Bruno Bart station at the site of the vacant Century Plaza movie theater. The Airport raises two issues in its letter objecting to the Project: (1) compatibility with ALUCP Noise Policies; and (2) obligations in prior agreements to which the City is a party. Each of these issues is addressed separately below.

I. Compatibility with ALUCP Noise Policies

In accordance with the requirements of the Public Utilities Code and the ALUCP, the City has submitted the Project to C/CAG for an Airport Land Use Consistency Determination.

As stated in the City's application, the City recognizes that per ALUCP Exhibit IV-6 "Noise Compatibility Zones – Detail," the Project site is located within the CNEL 70dB contour. However, two site specific noise studies have been conducted for the Project, the most recent is the Salter Noise Study (Attachment 2-H to the City's application). As discussed in the Salter Noise Study, on-site noise monitoring and SFO noise monitoring data from

2017 to the present indicate that airport noise on the Project site is within the 65-70 dB CNEL. While the Project is located within the CNEL 70dB contour as shown in the ALUCP, recent site-specific data shows that the airport noise patterns are changing over time, and that the Project site is less impacted by noise than at the time the ALUCP was adopted. The Salter Noise Study also confirms that the Project interiors can be reduced to less than 45 dB, consistent with the ALUCP noise policy and the City's General Plan policies and State Building Code standards.

The City acknowledges that a small portion of the Project site is located within Safety Zone 4: Outer Approach/Departure Zone. As stated in the Airport's letter and the ALUCP, this Safety Zone prohibits the following types of uses: biosafety facilities, schools, child day care centers, hospitals, nursing homes, stadiums, and arenas. As the Project consists of residential and commercial uses and does not propose any of these prohibited uses, and the only proposed uses within Safety Zone 4 would be open space amenities, it is consistent with the ALUCP Safety Zone requirements.

If the ALUC finds the Project inconsistent with the ALUCP, the City has the authority pursuant to Public Utilities Code Section 21676.5 to override this determination upon the making of specific findings and approve the Project. In the event that the City utilizes the override process, then consistent with the City's General Plan policies and the ALUCP noise policies for projects located in the 65-70 dB CNEL, the City will require enforceable Conditions of Approval to mitigate noise including:

- Construction and design features to meet acoustic performance standards recommended in the noise study, to reduce interior noise to 45 dB;
- Granting an aviation easement to the City and County of San Francisco, in accordance with ALUCP Policy NP-3, prior to issuance of building permits;
- Requirement of an indemnification agreement with the City prior to issuance of building permits, ensuring that liability related to noise is assumed by the Project; and
- Requirement to include real estate disclosures in leases disclosing the presence of an airport within two miles of the property, per Section 11010 of the Business and Professions Code.

II. Prior Agreements

The Airport also contends that if the City approves the Project, then doing so would potentially violate conditions of the City's acceptance of grant money through the FAA's Airport Improvement Program. Specifically, the airport cites Federal Assurance No. 21.

The City entered into a grant agreement with the FAA in 1998 to receive funding for residential noise insulation projects to mitigate the impact of airport noise. This grant agreement incorporated Assurance No.21 as Assurance No. 15 attached to the agreement. However, per the terms of the grant agreement, the assurances expired twenty (20) years after grant acceptance. As more than twenty years have elapsed, the assurances are no longer operative. A thorough review of the City's records has not revealed any more recent grant agreements with the FAA pertaining to this subject matter, and the Airport's letter does not identify any more recent agreements.

However, even if the assurances were still operative, the City's approval of the Project would not run afoul of Assurance No. 15. Assurance No. 15 states:

"[City] will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended."

First, the requirement stated above is only imposed "to the extent reasonable". California law defines what constitutes "reasonable" restrictions with respect to land use around airports. (See "State Aeronautics Act," California Public Utilities Code Section 21670 et.seq.) The section of the State Aeronautics Act pertaining to "noise sensitive uses" contemplates that even where a proposed project involves "noise sensitive uses," such uses may be permissible with the grant of an avigation easement. (See Public Utilities Code Section 21669.5 (b)¹). "Noise sensitive uses" are defined as residential uses, including detached single-family dwellings, multifamily dwellings, highrise apartments or condominiums, mobilehomes, public and private educational facilities, hospitals, convalescent homes, churches, synagogues, temples, and other places of worship. (See Public Utilities Code Section 21669.5(a)(3). In other words, the requirement for Compatible Land Use pursuant to Assurance No. 15 (No. 21) is not an immutable prohibition on all "noise sensitive" uses, but instead imposes conditions upon the circumstances for when such noise-sensitive uses may be permissible. Specifically, these uses may be permissible when an avigation easement is required to be dedicated in accordance with the appropriate statutory procedure, as set forth in Public Utilities Code Section 21669.5. Such an easement will be required as a condition of approval for the Project.

¹ California Public Utilities Code Section 21669.5 (b): " If a political subdivision conditions approval of a noise sensitive project upon the grant of an avigation easement to the owner or operator of an airport, the avigation easement shall be required to be granted to the owner or operator of the airport prior to the issuance of a building permit..."

Subject: Response to San Francisco International Airport's Objection to Proposed Multifamily Housing Project at 410 Noor Avenue in South San Francisco

Second, approval of the Project would not reduce the compatibility program measures upon which Federal funds have been expended because the Project, as proposed, would be compatible with the intent of those measures. On-site noise monitoring and SFO noise monitoring data from 2017 to the present indicate that airport noise within the Project site is within the 65-70 dB CNEL, airport noise patterns have changed over time which have diminished the impact to the Project site, and the Project will incorporate measures to ensure that all interior noise is reduced to less than 45 dB. Further, as a mixed use residential Project, the Project would not generate or intensify any noise impacts, which would decrease the effectiveness of the program measures.

Please feel free to contact me at (650) 877-8535 or at sailesh.mehra@ssf.net or Adena Friedman at adena.friedman@ssf.net if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'SM', written in a cursive style.

Sailesh Mehra,
Chief Planner
City of South San Francisco

3547720.1



18400 Von Karman Avenue
Suite 800
Irvine, CA 92612
949.760.1121 Phone
949.720.0182 Fax

June 25, 2020

949.224.6292 Direct
blichman@buchalter.com

VIA E-MAIL (KKALKIN@SMCGOV.ORG)

Susy Kalkin
Transportation Program Specialist
San Mateo County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063

Re: Response to Caltrans Comments re 410 Noor Avenue Mixed-Use Residential Development

Dear Ms. Kalkin:

This is in response to the comments of the California Department of Transportation (Caltrans), Division of Aeronautics (Division) by letter from R.Fiore dated June 18, 2020 concerning the above project. On behalf of the project applicant, we would like to call your attention to the following points.

First, the apparently exclusive reliance on the California Aviation Act, Cal. Pub. Util. Code § 21670, *et seq.*, and the California Airport Land Use Planning Handbook (“Handbook”) for the conclusions concerning the inconsistency of the proposed project with State and Federal noise and safety standards and guidelines is misplaced. As is acknowledged in the comments, the Handbook contains “foundational principles” and “State guidance,” but is by no means determinative of the propriety of proposed uses.

With respect to noise, the Airport Land Use Commission should look to another set of principles, those contained in the State Noise Standards, 21 Cal. Code Regs. 5000, *et seq.*, and, most importantly, section 5014. That section defines certain uses, including residential, such as single-family, multi-family, high rise apartments and condominiums, and mobile homes as incompatible, “UNLESS (1) an avigation easement for aircraft noise has been acquired by the airport proprietor.” [Emphasis added]. Moreover, that definition is consistent with that set forth in State Aeronautics Act, § 21669.5 which states in pertinent part: “If a political subdivision conditions approval of a noise-sensitive project upon the grant of an avigation easement to the owner or operator of an airport, the avigation easement shall be required to be granted prior to

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Susy Kalkin

June 25, 2020

Page 2

the issuance of the building permit that allows construction or reconstruction...” An aviation easement will be timely dedicated by the project proponent in this case. In addition, the project is designed to incorporate all necessary design features to ensure interior noise levels consistent with those set forth in your letter. Therefore, pursuant to the above, there is no basis for a finding of “incompatibility with SFO and inconsistency with stated ALUC goals and policies.”

Finally, with respect to purported “safety” issues resulting from aircraft overflight, please be advised that, while a small portion of the project is located within Safety Zone 4, Outer Approach/Departure Zone (ALUCP, Exhibit IV-8), this Safety Zone specifically prohibits only bio-safety facilities, schools, child day care centers, hospitals, nursing homes, stadiums and arenas. Because the project consists exclusively of residential and commercial uses which are not included in the above categories, the project is consistent with the policies and standards of both the ALUCP and the State Aviation Act, Cal. Pub. Util. Code § 21670, *et seq.*

In short, the project is located in an area convenient to public transportation and commercial uses such as restaurants, thus substantially reducing Air Quality and Traffic impacts, which have, until now, been endemic to urban areas such as that at issue here. Moreover, the project, far from being in violation of State law and regulation, furthers the goals and purposes of the recently enacted State housing law, now codified in Cal. Gov. Code § 65913, *et seq.*, to “(1) expedite the local and state residential development process,” and thereby ameliorate the severe shortage of housing throughout the State and particularly in the Bay Area.

Those goals, which are clearly effectuated by the project, are not in conflict with those of the Airport Land Use Plan. The project already incorporates all features necessary to satisfy the safety and noise goals of both the State and the County, to “protect the public health, safety and welfare” and “minimize the public’s exposure to excessive noise and safety hazards,” Cal. Pub. Util. Code § 21670, while, at the same time, insulating airport operations from interference.

We appreciate Caltrans' input and are confident that we have satisfactorily responded to its concerns.

Sincerely,

BUCHALTER
A Professional Corporation



By

Barbara Lichman

Buchalter

Susy Kalkin
June 25, 2020

Page 3

cc: Robert Fiore, Department of Transportation, Division of Aeronautics
Glen Ceridono, SyRes
Sailesh Mehra, Planning Manager, City of South San Francisco
Sky Woodruff, City Attorney, City of South San Francisco
Tamsen Plume, Holland & Knight
Genna Yarkin, Holland & Knight

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed contract amendment between Sustainable Silicon Valley and C/CAG providing a no-cost time extension for the Optimizing Urban Traffic (OUT) in Menlo Park Pilot project.

(For further information or questions contact Kaki Cheung at 650-363-4105)

RECOMMENDATION

That the C/CAG Board receive a copy of the executed contract amendment between Sustainable Silicon Valley and C/CAG providing a no-cost time extension for the Optimizing Urban Traffic (OUT) in Menlo Park Pilot project, in accordance with C/CAG procurement policy.

FISCAL IMPACT

None. Under the original agreement, C/CAG contributes up to \$236,700 for the project, which is 56% of the total project cost at \$417,900.

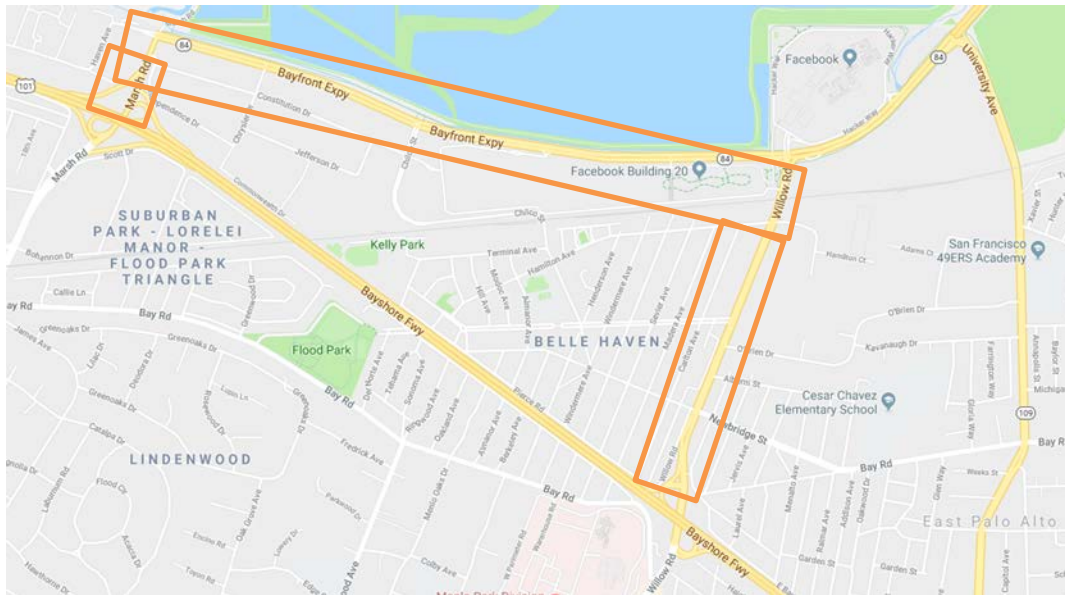
SOURCE OF FUNDS

AB 1546 (\$4 Vehicle Registration Fee)

BACKGROUND

Sustainable Silicon Valley (SSV), a non-profit organization that collaborates with companies, cities, counties, and research and educational institutions to addresses sustainability issues, along with Urban Integrated, a software consulting company specialized providing data driven “smart city” services, partnered with C/CAG on the “Optimizing Urban Traffic” (OUT) in Menlo Park Project.

The project, OUT in Menlo Park, would deploy an innovative “Recommended Speed Assistance” application available for drivers traveling along the project vicinity of Marsh Road and Willow Road northeast of US 101, including Bayfront Expressway between Marsh Road and University Avenue in Menlo Park (see vicinity map below). The application would provide real-time recommendations on the optimal speed to approach each traffic signal to minimize the total amount of stops at intersections. The project area includes nine (9) traffic signals plus a new signal to be located at the Facebook campus, totaling 10 traffic signals.



Moderating vehicle speed will result in smoother traffic flow, safer driving speeds, and less idling time at intersections. Ultimately, this project can lead to increased safety for pedestrians, bicyclists, and drivers, in addition to resulting in a decreased carbon emissions and air pollution. The project will utilize some of the Smart Corridor equipment and infrastructure, specifically the new traffic signal control system, KITS (Kimley-Horn Integrated Transportation System) and fiber communications.

At the July 12, 2018 meeting, the C/CAG Board approved Resolution 18-45 to execute a funding agreement for SSV for the OUT pilot project in Menlo Park. Originally, SSV targeted 2019 to begin the study, but due to fiber cuts on Willow/Bayshore, difficulty accessing traffic data through Caltrans, and the shelter in place due to COVID-19, the project has been delayed. Now, the Caltrans traffic data is accessible, many fiber cuts have been repaired, and the project is moving forward with caution. C/CAG staff and the consultant feel that more time is necessary to complete the project and thus has executed Amendment No. 1 to the agreement between SSV and C/CAG for the OUT in Menlo Park Pilot project, providing a no-cost time extension for one year, as well as update on administrative details.

WEB ONLY ATTACHMENT

1. Amendment No. 1 to the OUT Agreement (*The attachment is available on-line, as part of the July 9, 2020 Additional Meeting Materials, at: [http://ccag.ca.gov/committees/board-of-directors/.](http://ccag.ca.gov/committees/board-of-directors/)*)

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed contract amendments related to the San Mateo County Smart Corridor program, providing no-cost time extensions for A) Kimley Horn and Associates to complete the project approval/environmental document phase for the Northern Cities Smart Corridor Project, and B) County of San Mateo for Fiber Optic Connection to the County's Regional Operation Center.

(For further information, contact Kaki Cheung at 650-363-4105)

RECOMMENDATION

That the C/CAG Board receive a copy of the executed contract amendments related to the San Mateo County Smart Corridor program, providing no-cost time extensions for A) Kimley Horn and Associates to complete the project approval/environmental document phase for the Northern Cities Smart Corridor Project, and B) County of San Mateo for fiber optic connection to the County's Regional Operation Center, in accordance with C/CAG procurement policy.

FISCAL IMPACT

None. These amendments are for time extension only. C/CAG's contract with Kimley Horn and Associates to prepare the project approval/environmental document was \$581,000, and this amendment reduced the project cost to \$550,000. The funding agreement with the County of San Mateo for the Smart Corridor fiber optic connection is \$190,657.

SOURCE OF FUNDS

The funding source for the fiber optic connection to the County's Regional Operation Center is Measure M funds, specifically, the Smart Corridor/Intelligent Transportation System program category. For the Kimley Horn and Associates contract, the funding source is State Transportation Improvement Program (STIP) funds.

BACKGROUND

San Mateo County Smart Corridor

The C/CAG sponsored San Mateo County Smart Corridor (Smart Corridor) project implements Intelligent Transportation System (ITS) equipment such as an interconnected traffic signal system, close circuit television (CCTV) cameras, trailblazer/arterial dynamic message signs, and vehicle detection system on predefined designated local streets and state routes. These ITS tools provide local cities and Caltrans day to day traffic management capabilities in addressing recurrent traffic congestion, as well as provide Caltrans capabilities for managing the system during non-recurring

traffic congestion cause by diverted traffic due to major incidents on the freeway.

Project Development for the Northern Cities Expansion

The Smart Corridor Project - Northern Cities Expansion project is a joint effort by the cities of Daly City, Brisbane, Colma, City/County Association of Governments of San Mateo (C/CAG), and the California Department of Transportation (Caltrans District 4) to address traffic congestion along segments of I-280 and U.S. 101 extending to the San Francisco County line. The project builds on the previously completed phases of the Smart Corridor.

Per the C/CAG Board Resolution 19-14, on March 14, 2019, C/CAG entered into agreement with Kimley-Horn to provide technical services towards development of the Project Approval and Environmental Document (PA&ED) in an amount not to exceed \$581,000 with a completion date of December 31, 2019. C/CAG extended the agreement by executing Amendment No. 1 for a time extension to June 30, 2020. This item was presented to the C/CAG Board at its April 9, 2020 meeting. Due to the COVID-19 pandemic, C/CAG staff and consultant determined that additional time is required to complete the project. Therefore, both parties have agreed to extend the agreement by executing Amendment No. 2 for a time extension to December 31, 2020. This Amendment No.2 also includes an update to the project scope of work due to a revised approach. This is based on California Department of Transportation's direction to prepare a Permit Engineering Evaluation Report for this project instead of developing a full **Project-Study-Report**-Project Report (PSR-PR)_[SW1]. This reduced the overall consultant cost from \$581,000 to \$550,000.

Fiber optic connection to the County's Regional Operation Center

The County of San Mateo was constructing the new Public Safety Regional Operations Center, located at 501 Winslow Avenue in Redwood City, to be occupied by the Office of Public Safety Communication (PSC) and Office of Emergency Services (OES). Bringing Smart Corridor fiber into the County of San Mateo will enable the County, specifically the Regional Operation Center and its primary occupants, PSC and OES, to have access to over 260 CCTV cameras deployed throughout the county. The County of San Mateo Public Works will also have access to the cameras and be able to have remote access to County-owned Smart Corridor specific equipment. Lastly, C/CAG will have access to view the CCTV and status of all Smart Corridor equipment deployed. Construction of the Regional Operations Center was experiencing delay, resulting in the delay of fiber optic installation and connection to the POC building. In addition, due to staff turnover, the original agreement between C/CAG and County has expired. To allow time for the construction and integration work to complete, the funding agreement was extended to December 31, 2020.

ATTACHMENTS

1. Executed Amendment No. 2 to the Agreement with Kimley-Horn
2. Executed Amendment No. 1 to Agreement with County of San Mateo

**AMENDMENT NO. 2 TO THE FUNDING AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
KIMLEY-HORN
FOR
SMART CORRIDOR NORTHERN CITIES PA/ED SERVICES**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as “LOCAL AGENCY” or “C/CAG,”) and Kimley-Horn (hereinafter referred to as “CONSULTANT”) are parties to an Agreement originally dated May 28, 2019, for development of the Project Approval and Environmental Document (PA&ED) for the Smart Corridor Northern Cities segment (hereinafter referred to as the “Agreement”); and

WHEREAS, the Agreement was amended on February 27, 2020 to extend the project completion date from December 31, 2019 to June 30, 2020; and

WHEREAS, based on California Department of Transportation’s direction to prepare a Permit Engineering Evaluation Report for this project instead of developing a full Project Study Report, modification to the original project scope and reduction to the project budget is deemed necessary; and

WHEREAS, LOCAL AGENCY and CONSULTANT have determined that additional time is needed to complete the PA&ED phase, and desire to extend the term of the Agreement to December 31, 2020; and

WHEREAS, LOCAL AGENCY and CONSULTANT desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by LOCAL AGENCY and CONSULTANT as follows:

1. The amount of the Agreement, as provided in the Recitals in the sixth WHEREAS clause; in Article V. Allowable Costs and Payments, Section P; and in Article VI. Termination, Section C, shall be amended to reflect the revised project budget in an amount not to exceed \$550,000.
2. The term of the Agreement, as provided in Article IV. Performance Period, shall be extended through December 31, 2020.
3. The LOCAL AGENCY contact in the Agreement, as provided in Article I. Introduction, Article V. Allowable Costs and Payments, and Article XXXII. Notification, shall be revised from John Hoang to Kaki Cheung.
4. The scope of services in the Agreement, as provided in Exhibit B, *Scope of Work*, shall be replaced in its entirety with a new Exhibit B, *Revised Scope of Work*, attached hereto and incorporated into the Agreement.
5. Exhibit C, *Caltrans Procurement Manual*, shall be revised to read as follows:

“The latest Caltrans Procurement Manual and procurement guidelines and information, are available at the Caltrans procurement webpage at <https://dot.ca.gov/programs/procurement-and-contracts>, and the Caltrans Procurement Manual is incorporated herein by reference.”

- 6. The Agreement is revised to include a project schedule, attached hereto and incorporated therein as a new Exhibit D, *Project Schedule*. The project schedule shall remain in effect through termination of the Agreement.
- 7. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
- 8. This amendment shall take effect on July 1, 2020.

City/County Association of Governments
(C/CAG)

Kimley-Horn

DocuSigned by:

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Sandy Wong, C/CAG Executive Director

By: Randy Durrenberger

Title: Sr. Vice President

6/30/2020
Date: _____

6/30/2020
Date: _____

Approved as to form:

DocuSigned by:

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Melissa Andrikopoulos
C/CAG Legal Counsel

Exhibit B

REVISED SCOPE OF WORK

Amendment No. 2 revises the scope of work based on the revised approach for project approval and environmental documentation to proceed under a Permit Engineering Evaluation Report. Amendment No. 2 also amends the schedule and extends the completion date. A table for summary of deliverables from original scope of services, notes regarding deliverable status, and details regarding the determination of items not required for PA/ED has been provided to Local Agency's Project Manager.

Deletion of scope is shown in ~~strike through~~; additions are shown in underlined italics.

Task 1: Project Management and Administration

Objective:

Management and administration to execute project progress, budget, and schedule; manage project expectations and risks; and manage quality.

Deliverables:

- Prepare Meeting Agendas, Materials, and Notes for coordination meetings, and other Stakeholder Meetings
- Baseline Project Schedule and Monthly Updates
- *Grant and Funding Application Forms*
- *Staff Support (as budget permits)*
- Monthly Invoices with Project Status Reports

Approach:

Kimley-Horn will prepare meeting materials, attend, and facilitate Project Kick-Off Meeting, twice-monthly coordination meetings (~~8-month project duration~~ *through December 2020*), and stakeholder meetings (up to 5 for Preliminary Engineering/Project Report, and up to ~~3-5~~ *meetings* for duration of Environmental Documentation and Preliminary Engineering) ~~throughout the project~~. The Kick-Off Meeting will discuss overall project schedule and constraints, review Scope of Work elements, define stakeholder communications and outreach strategy, and review administrative and invoicing procedures. Based on our understanding of the project elements and the Caltrans PA/ED process, we believe there are opportunities to streamline, or potentially eliminate, some of the technical studies. CONSULTANT will utilize the project kick-off meeting to discuss these opportunities and achieve consensus on the project approach.

Project coordination meetings will focus on project schedule, budget, and risks with key staff from C/CAG. Other stakeholder meetings will focus on stakeholder input, project expectations, building consensus, and project status. Meeting notes will be prepared for each meeting; schedule, budget, costs, and risks will be updated throughout the project.

Kimley-Horn will prepare a critical path project schedule to reflect tasks, subtasks, milestones, and agency review periods for each deliverable. The schedule will be maintained in Microsoft Project throughout the duration of the project and will be submitted monthly as part of coordination meetings.

Kimley-Horn will submit monthly invoices with associated project status reports for the effort completed each month. Project reports will include status updates on completed and ongoing project tasks, completed deliverables, upcoming milestones, and potential constraints and risks to project progress.

Stakeholder Coordination

Kimley-Horn will re-engage and facilitate stakeholder coordination for the project. CONSULTANT will schedule and conduct two meetings with C/CAG, Caltrans, and local stakeholders to review and update technology integration requirements, alternate route confirmation, Intermountain infrastructure status and impacts, and MOU status. Based on these meetings, CONSULTANT will further develop resolution of outstanding items and incorporate meeting outcomes in relevant project documentation produced in this contract.

Grant Application and Staffing Support

Kimley-Horn will assist C/CAG with the development of application forms for TLSP, TFCA, and Local Partnership Program (LPP) funding programs. This effort will involve preparation of applications and supporting documentation to receive or apply for funding allocations and opportunities. This information will be prepared on behalf of C/CAG, and reviewed and submitted by C/CAG.

This effort may also include other funding sources not mentioned above, or other staff support requested by C/CAG. This effort will be conducted as budget allows at the time each request is made.

Task 2: Environmental Studies and Documentation

Objective:

Complete CEQA and NEPA clearance. Project is assumed to be eligible for a Categorical Exemption for CEQA and a Categorical Exclusion for NEPA. Complete environmental process in a comprehensive manner and document the project needs to guide the overall approach and successful resolution of environmental constraints.

Deliverables:

- Draft and Final Visual Impact Assessment Memo
- Draft and Final Archeological Survey Report and ESA-AP
- Draft and Final NOE Memo and Form
- NOE filing receipt with County Clerk and State Clearinghouse
- Initial BCDC Coordination (as budget permits)
- ~~Five (5) Draft copies of each technical study for C/CAG and Caltrans review.~~
- ~~Five (5) Final copies of each technical study for C/CAG and Caltrans review and approval.~~
- ~~One (1) Final copy for of each technical study for Caltrans NEPA processing.~~
- ~~Five (5) copies of the Draft CE for review.~~
- ~~Ten (10) copies of the Final CE and NOE for approval and posting at the County Clerk and the State Clearinghouse.~~

Approach:

Kimley-Horn anticipates the environmental process for this project to be a Categorical Exemption (CE) under CEQA and a Categorical Exclusion (CatEx) under NEPA. It is our understanding that the technical studies will be prepared to support both the CE and the CatEx.

We have retained several specialty subconsultants to provide the technical memorandums that will be required by Caltrans.

The following environmental approach has been developed and revised based on the following key assumptions:

- CEQA compliance document limited to an Initial Study/Mitigated Negative Declaration.
- All supporting technical documents will be developed pursuant to both NEPA and CEQA guidelines as administered by Caltrans and FHWA.
- One project design alternative is assessed through environmental review.

- Through several meetings, Caltrans concurred with not requiring several studies as noted below.

Our environmental work will be initiated with a kick-off meeting/discussion which will define expectations of the analysis, scheduling, and understanding of the project. The Kimley-Horn team will evaluate the necessary information with respect to the proposed project. Project research will include coordination with appropriate stakeholders to acquire relevant environmental data, previous studies for the area and other available files, exhibits, maps and reference documents. Environmental issues that may require further detailed study or that may delay or affect the viability of the proposed project will be documented.

Environmental Documentation

A Mini-PEAR was prepared and included in the PSR prepared for the project. The PSR was approved by Caltrans on October 31, 2017. Environmental issues that may require further detailed study are documented in the PSR for C/CAG and Caltrans concurrence prior to the initiation of the technical study work program.

Technical Study Work Program

Kimley-Horn will prepare technical studies in conformance with NEPA, pertinent FHWA regulations, Caltrans' Environmental Handbook, and CEQA. Kimley-Horn will coordinate with Caltrans staff to formalize the specific content and format requirements for each study. Based upon our knowledge of the area and the project details, Kimley-Horn has identified the following assessments that will satisfy the project's environmental requirements (budgets for the following tasks assume responses on two (2) consolidated sets of agency review comments).

Visual Impact Assessment Memo – Kimley-Horn will prepare a draft Visual Impact Assessment memorandum to describe potential impacts for the project and mitigation requirements, if any. We will address comments from Caltrans and C/CAG, and prepare a final memorandum for approval.

Air Quality Impact Assessment and Conformity Determination – NOT REQUIRED

The project is located within the San Francisco Bay Area Air Basin and under the jurisdiction of the Bay Area Air Quality Management District (BAAQMD). Fugitive dust and equipment exhaust emissions from construction activities will be quantitatively evaluated using the latest version of the Roadway Construction Emissions Model (RCEM). As the project involves Intelligent Transportation System (ITS) improvements and would not add roadway capacity or involve other physical roadway modifications, the analysis will briefly describe that the proposed project elements will improve roadway operations and not negatively impact air quality.

Noise Analysis – NOT REQUIRED

Kimley-Horn will review applicable noise and land use compatibility criteria for the project area. Noise standards regulating noise impacts will be discussed for land uses adjacent to the project. The construction noise impacts will be evaluated in terms of maximum levels (L_{max}) and hourly equivalent continuous noise levels (Leq) and the frequency of occurrence. An analysis of vibration impacts will be based on federal vibration analysis guidance. Onsite noise-generating activities will be addressed qualitatively as it is assumed that operational activities would not change existing conditions. Noise measurements are excluded from this task.

Biological Resources Analysis - COMPLETED

The Kimley-Horn team will perform research and compile online database lists of special-status species from the following sources:

- U.S. Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife (CDFW), California Natural Diversity Database (CNDDDB), and California Native Plant Society (CNPS).
- Existing peer-reviewed literature, environmental documents, etc.

Our team will then conduct a reconnaissance level site visit to determine what biological resources and special-status species habitat may be present. We will prepare a Natural Environment Study – Minimal Impacts (NES-MI) following the Caltrans

Standard Environmental Reference template format. The NES-MI evaluates all observed biological resources and provides avoidance and minimization measures for resources with potential to occur in or near the Project site.

Cultural Resources and Section 106 Compliance

The Kimley-Horn team will conduct a record search and a field survey of the entire project corridor, and prepare an Archaeological Survey Report (ASR) and a Historic Property Survey Report (HPSR). This scope of work includes the following:

- Area of Potential Effect (APE) Map - COMPLETED - The Kimley-Horn team will work with C/CAG and Caltrans to define an archaeological APE and we will submit a draft APE map to Caltrans for approval prior to the initiation of the archaeological survey.
- Archaeological Survey Report (ASR) - Archival Research - A record search for previous studies and recorded cultural sites will be requested from the Northwest Information Center (CHRIS), Sonoma State University, Rohnert Park, to include the project corridors and a 1/2-mile radius around it. Other background research into the prehistory, ethnography, and history of the project area will be undertaken as appropriate at nearby research facilities.

Native American Consultation - The Native American Heritage Commission (NAHC) in Sacramento and persons or tribes on its consultants list for San Mateo County will be contacted to determine if they have information regarding archaeological sites and Traditional Properties in that project area and immediate surrounding area. Native American tribes and organizations on the AB52 list for San Mateo County will be contacted and invited to consult on the project within the statutory 30-day period. Consultation will use the suggested template circulated by Caltrans District 4 Office of Cultural Resources Studies.

Archaeological Survey - An on-foot archaeological survey of the project corridor will be undertaken. All open areas (not covered by asphalt and concrete) will be inspected for historic and prehistoric artifacts and features. Any necessary standard DPR 523 forms (Primary Record and Archaeological Site Record) will be completed.

An Archaeological Survey Report for submission by C/CAG to Caltrans will be prepared following the guidelines in the Caltrans Standard Environmental Reference, Volume 2, Exhibit 5.1. It will include a summary of the records search results, Native American consultations, brief historic and ethnographic background sections, description of field methodology, results of the survey, and necessary maps. It will also include any site records prepared for the project area.

Additional Sampling – Field work will be conducted in lieu of the much more extensive, Extended Phase I analysis, which Caltrans agreed is not required. Additional sampling will occur once right of entry is secured and shelter-in-place restrictions have been lifted. Findings will be summarized in an Environmentally Sensitive Area (ESA) Action Plan (AP), which will describe measures needed to avoid impacts to cultural resources. This effort includes coordinating and obtaining encroachment permits with the cities of South San Francisco and Brisbane.

- **Historic Properties Survey Report (HPSR) – NOT REQUIRED** - The HPSR is a summary report that includes the final draft of the APE map, discusses documentation efforts, the findings of the ASR (and, if necessary, an Extended Phase I ASR), and summarizes the National Register eligibility conclusions for cultural resources. The document also provides evidence of coordination with Native American groups, local government, and other interested persons and organizations, and requests the concurrence of the State Office of Historic Preservation if needed. The final draft of the ASR will be attached as an appendix. The HPSR and appendices will be submitted to Caltrans PQS for review and revisions will be made as necessary.

This scope of work assumes that takes of private property are not anticipated; therefore, no Historic Resources Evaluation Report (HRER) has been requested. This proposal does not include possible additional work, such as an Extended Phase I Archaeological Survey. If such work is needed, a separate Scope of Work and Budget will be prepared.

Initial Site Assessment – COMPLETED

The Kimley-Horn team will review the previous studies performed for the Project. The purpose of an Initial Site Assessment (ISA) is to evaluate the Project area for the presence of Recognized Environmental Conditions (RECs). The ISA will be prepared in general accordance with American Society for Testing and Materials (ASTM) Standard E-1527-13 per Caltrans Standard Environmental Reference (SER) Environmental Handbook (EH) Volume 1, Chapter 10, “Guidelines for Hazardous Materials, Hazardous Waste, and Contamination,” and Environmental Protection Agency (EPA) Standards and Practices for All Appropriate Inquiries (AAI) (40 CFR Part 312). Exceptions to the ASTM standard include: no title searches, property appraisals, or interviews will be performed for the Project area.

- **Database Review** - The Kimley-Horn team will review all pertinent data, including previous studies provided by C/CAG and the Project Team, site investigation reports, Caltrans Bridge Inspection Reports, and federal and state records within 1-mile of the Project area. As part of the study, the following sources will be reviewed for the purpose of determining the potential for RECs within the Project limits that may impact the proposed improvements:
 - » Environmental Data Resources (EDR) Corridor Report (6-mile corridor) Radius Map™ Report, EDR Aerial Photo Decade Report, EDR Historical Topo Map Report, EDR Certified Sanborn Map Report, and the EDR City Directory Image Report
 - » Department of Toxic Substances Control EnviroStor Database
 - » State Water Resources Control Board GeoTracker Database
 - » United States Department of Agriculture Natural Resources Conservation Service Web Soil Survey
 - » San Mateo County (County) Land Use and Zoning Maps and Assessor/Recorder records

The Kimley-Horn team will order an EDR database search for the Project, which is a database search of all regulated underground storage tanks; active and closed case files of cleanup operations; hazardous materials treatment, storage, and disposal facility (TSDF); historical cleaners and auto shops; and regulated sites.

The Kimley-Horn team will review these available records to determine the potential presence of RECs based on previous land use and any historical operations in or near the Project. This research will also be used to help support the lack of RECs in the Project area.

- **Field Reconnaissance** - The Kimley-Horn team will conduct a field reconnaissance to assess the existing conditions within and in the vicinity of the Project area, and to visually observe any indications of RECs within the Project limits. The visual observations will be documented, and photographs of the site conditions at the time of the visit will be taken. The data from the site reconnaissance will be compared to the historical information and EDR database findings to determine if there are existing or potential RECs at the Project area.
- **ISA Report** - The results of the database search and site reconnaissance will be summarized and presented in a report of the findings, describing the existing or potential RECs in or near the Project. The Kimley-Horn team will submit an ISA Report to C/CAG and the Project Team, and incorporate comments received into the Final ISA Report. The report will comply with CEQA/NEPA requirements. If there are existing or potential RECs within the Project Corridor, our team will provide recommendations in the ISA Report to run specific laboratory analyses on the soil samples collected. This additional field sampling would be performed as part of a Preliminary Site Investigation (PSI) to confirm the presence or lack of suspected RECs.

Aerially Deposited Lead (~~Optional~~) NOT REQUIRED

~~While it is not anticipated that an aerially deposited lead (ADL) study will be required since proposed improvement are expected to be placed in existing paved areas, if required by Caltrans, the Kimley-Horn team will perform an aerially deposited lead (ADL) study to evaluate soil along the Project Corridor in Daly City and Oyster Point Areas as identified in the Project Study Report (PSR). Specifically, soil will be sampled for ADL in areas proposed for soil disturbance during upcoming construction~~

activities to install Trailblazer Signs (TBS). Sampling will be conducted at TBS locations along local arterials parallel to US 101 and Interstate 280.

Although leaded fuel has been prohibited in California since the 1980s, ADL from vehicle emissions may still be present in surface and near-surface soils in unpaved areas along California highways and roadways. Since lead is ubiquitous in the environment, sampling and analysis of soil is performed during project development to determine if lead concentrations are at levels that require special management and/or disposal. The DTSC-Caltrans Statewide Agreement for Caltrans For Reuse of Aerially Deposited Lead Contaminated Soils, March 2016 (Agreement), provides guidelines for soil reuse based on lead concentrations in soil. To use the Agreement, a minimum number of samples must be taken from specific depths (0-1', 1-2', and 2-3') in ADL risk areas (exposed soil areas within 50 feet of the roadway during the leaded fuel era) and analyzed for lead and pH; concentrations of lead are then compared to regulatory levels (80 milligrams per kilogram) to evaluate soil re-use/disposal. The Kimley-Horn team will perform an ADL study consistent with Caltrans District 4 ADL study standards.

- **Field Work and Laboratory Analyses** – The Kimley-Horn team will perform an ADL Study for the Project Corridor in accordance with the Agreement and prepare by doing the following:
 - » Prepare the encroachment permit for Caltrans District 4 and City/County Agencies (as required). Drilling permits are not required for depths less than 10 ft bgs.
 - » Prepare a site-specific Sampling and Analysis Plan (SAP) and Health and Safety Plan.
 - » Mark out in white paint the proposed ADL sample locations and contact USA North 811 a minimum of 72 hours prior to the start of field sampling.
 - » Schedule traffic control (in accordance with Caltrans requirements), the driller, and procure a laboratory for analytical testing.
 - » Prior to field work, secure rights of entry, encroachment permits, or drilling/demolition permits, as required.
 - » 14 borings (TBS locations) will be sampled using a Direct Push Technology (DPT) rig with a 5-foot acetate liner. The acetate liner will be cut into specific intervals, 0-1, 1-2, and 2-3 feet below ground surface (bgs), following Caltrans protocol, and analyzed for lead using EPA 6020 and pH using EPA 9045. At least two duplicate samples will be collected from the same boring (one per day), handled in the same manner as the other samples, and analyzed for the same constituents as part of a QA/QC process for the laboratory.
 - » The soil samples will be submitted to a State-Certified laboratory for analytical testing. Any sample exceeding 50 mg/kg of total lead will be tested for Soluble Limit Threshold Concentration (STLC) using the California Waste Extraction Test (CA-WET) to determine the hazardous waste characterization under California Code of Regulations. If any sample exceeds the STLC limit (5 mg/L), that sample will be analyzed using the Toxicity Characteristic Leaching Procedure (TCLP) for characterization under federal guidelines, if needed.
 - » The borings will be backfilled with grout and capped with soil cuttings and tamped.
 - » The results of the field work will be summarized and presented in an ADL Study Report, describing the field work, soil sample collection, laboratory analyses, and calculation of the 95% Upper Confidence Limit (UCL) to statistically evaluate average lead concentrations in soil within the Project Corridor. The ADL Study data will be used to verify lead concentrations in soil at TBS locations, to evaluate the available options for soil disposal or reuse, and to provide specific guidance for waste management and worker safety during construction activities. We will incorporate the comments received from C/CAG and Project Team into the Final ADL Report.

Water Quality Assessment – NOT REQUIRED

The Kimley-Horn team will: 1) identify and describe the current and upcoming laws that relate to water quality; 2) describe the beneficial uses as detailed by the Regional Water Quality Control Board (RWQCB) Basin Plan for all potentially affected waters; 3) discuss water quality objectives for all potentially affected waters; 4) collect and present any monitoring data from other agencies; 5) list potential sources of pollutants; and 6) describe the watershed, existing drainage, and hydrologic conditions. We will evaluate the water quality impacts for each proposed alternative and recommend possible best management practices or Project features to address water quality issues. We will document our findings in a technical report.

Paleontological Identification Report – NOT REQUIRED

The Kimley-Horn team will prepare a PIR in accordance with the Caltrans guidelines. This entails research, synthesis, and compilation of existing paleontological and geological data. We will map the Project area onto a high-resolution geologic map. We will conduct paleontological record searches to determine if previous fossil localities are known within or near the proposed Project. A record search of the Project area and one-mile buffer will be requested from the University of California Museum of Paleontology at Berkeley (UCMP). Due to recent turnover in museum staff, the UCMP may be unresponsive to the records search request; therefore, the record search will be supplemented with published and unpublished literature reviews and database searches. Our team will review and synthesize data to determine the paleontological and geological context of the Project area.

The results of the analysis of existing data will be compiled in a PIR. The PIR will also include a preliminary discussion of potential Project impacts on paleontological resources and, if appropriate, propose recommendations, such as preparation of a Paleontological Evaluation Report (PER) and/or Paleontological Mitigation Plan (PMP).

Preliminary Geotechnical Report – NOT REQUIRED

The Kimley-Horn team will prepare a Preliminary Geotechnical Report for the proposed pole structures. This approach is included in the Project Report and is intended to provide preliminary geotechnical information for subsequent design. This scope includes research and data collection based on geologic maps and other previous studies. Generally, the geotechnical issues relevant to the proposed TBS structures are presented in a qualitative manner with no specific design recommendations. No field exploration work is expected for this phase; however, site review is proposed to supplement data research. Based on our initial assessment of the proposed project elements, our scope of work assumes preliminary geotechnical evaluations at four trailblazer locations, particularly those located in Brisbane along Tunnel Avenue.

De Minimis Section 4(f) Evaluation – NOT REQUIRED

Kimley-Horn will prepare a Section 4(f) Evaluation pursuant to the Department of Transportation Act of 1966, which prohibits the Secretary of Transportation from approving any program or project which requires the use of any publicly owned land from a public park, recreation area, or wildlife and waterfowl refuge of national, state or local significance as determined by federal, state, or local officials having jurisdiction thereof, or any land from an historic site of national, state, or local significance (Department of Transportation Act of 1983, 49 U.S.C. Section 21).

Using the Section 4(f) checklist and with Caltrans' format guidance, Kimley-Horn will provide the Section 4(f) Evaluation based on Caltrans' expectations. The Section 4(f) Evaluation will include an introduction; discussion of the proposed action; description of the Section 4(f) properties; Applicability of Section 4(f) on the resource, including use of the property and potential impacts; discussion of avoidance alternatives; and measures to minimize harm.

Based on our understanding of the project, it is our opinion that any impacts would be temporary in nature and thus, the appropriate level of documentation should be a De Minimis Section 4(f) Evaluation. In addition, based on our knowledge of the potential cultural resources, we do not anticipate including a Section 4(f) evaluation on any historic site of national, state, or local significance. If a historical resource is identified in the HPSR/ASR and the project would impact the resource, then Caltrans would be consulted as to the appropriate Section 4(f) evaluation.

Kimley-Horn will prepare a Notice of Intent to Adopt a U.S. Department of Transportation Act Section 4(f) Finding pursuant to the Department of Transportation Act of 1966 and Caltrans District 4 requirements and procedures. An Area of Impact Map will be attached to the Public Notice. Kimley-Horn will work with C/CAG and Caltrans District 4 to determine the best way to post the notice. Notices will be posted for 30 days to allow the public to review the Section 4(f) Evaluation. This posting will coincide with the 30-day NEPA EA and CEQA IS/MND public review periods.

Environmental Compliance

- **CEQA Compliance** - Kimley-Horn will prepare a Class 1 CE in conformance with CEQA Guidelines Section 15301, Existing Facilities, and the regulations requirements and procedures of the responsible Public Agency with jurisdiction by law. Kimley-Horn will prepare the CE for review and approval by C/CAG.

Upon approval of the CE, Kimley-Horn will prepare a draft Notice of Exemption (NOE) memo documenting CEQA findings, rationale for an exemption, and standard conditions to be implemented based on the findings from technical studies. The NOE will be delivered to the California Office of Planning and Research, State Clearinghouse, and we will work with C/CAG to post the NOE at the Office of the County Clerk for the required 30 days.

- **NEPA Compliance** - Kimley-Horn will prepare a NEPA CatEx, with supporting technical studies identified above, pursuant to Section 23 USC 326, 23 CFR 771 activity (c)(8). Kimley-Horn will also prepare a Draft Environmental Commitments Record (ECR), if necessary, which will be submitted to the Department for review and approval.

BCDC Coordination – Based on available budget, Kimley-Horn will conduct initial conversations with Bay Conservation Development Commission (BCDC) to determine possible permitting requirements for the work within the BCDC jurisdiction. Procurement of permit is assumed to take place during the final design phase and is not included in this scope of services.

Task 3: Project Report/Project Approval

Objective:

Conduct preliminary engineering to review and confirm existing conditions and create project details. Prepare an approved Project Report with associated documents.

Deliverables:

- Topographic Survey and Base Map
- Utility Request Letters and Utility Maps
- ~~Technical Memorandum – Existing Conditions Inventory and Field Device Recommendations~~
- Preliminary Engineering (30% Design Level) Plans - Up to two (2) iterations
- Preliminary Cost Estimate Traffic Methodology Memorandum
- ~~Draft and Final Traffic Operations Analysis Report~~
- ~~Administrative Draft Project Report to C/CAG and Caltrans~~
- ~~Draft Project Report for Circulation~~
- ~~Administrative Draft Final Project Report to C/CAG and Caltrans~~
- ~~Final Project Report~~
- Revised Preliminary Plans and Estimate with Design Basis Memorandum
- Preliminary Caltrans PEER Framework

All deliverables are assumed to be electronic ~~for the Draft Project Report for Circulation and the Final Project Report. Kimley-Horn will provide up to ten (10) hard copies of the Draft and Final Project Reports.~~

Approach:

Surveying and Mapping

For the development of the base mapping and preliminary engineering plans, the Kimley-Horn team will conduct topographic surveys of the project corridors. A detailed topographic survey of the project area is not anticipated as the project elements and work will be confined to ITS elements and communications which will not require roadway or other intensive civil design. It is expected that all proposed ITS equipment will be placed within sidewalk areas, on existing traffic signal poles, or within the roadway. As such, the topographic survey information will capture sidewalk and roadway widths, right-of-way, and utility conflicts to identify the locations of new equipment.

The topographic survey will be conducted on both sides of the street on project corridors, with survey shots at 200-300 foot intervals and at major roadway geometric changes. The survey will capture:

- Back of sidewalk
- Face of curb
- Lip of Gutter
- Curb returns and mid-point of returns at intersections
- Surface utilities: manholes, pull boxes, valves, street light and utility poles, catch basins, and USA markings

While no utility relocations are anticipated to complete the proposed project, existing utility information will be requested from utility operators within the project vicinity. Kimley-Horn will document the existing utility information on a color-coded utility tracking drawing and document it by owner, type, size, voltage, and material in a utility tracking table and on plan sheets. No potholing or field survey is proposed to confirm utility location records under this task.

In addition, Kimley-Horn will request as-built information from the local agencies on the project corridors, including existing traffic signal equipment and roadway/geometric plans.

Utilizing the gathered information, Kimley-Horn will conduct site visits and field reviews to observe and verify existing geometric features, drainage, utilities, signage, striping, traffic signal operations, and other readily apparent features that are deemed by Kimley-Horn to be relevant to the development of preliminary engineering plans.

Preliminary Engineering

Using the surveying and data collection information, Kimley-Horn will refine and advance the initial alternative from the PSR phase. Kimley-Horn's conceptual design will coordinate and evaluate improvements from known projects taking place along the project corridors to identify potential overlap of work. One example includes the opportunity to collocate or share fiber optic cables with the County's school district fiber. The project will be developed to produce preliminary (approximately 30% design level) improvement plans to identify project element locations that avoid impacts to environmentally sensitive areas, right-of-way, and utilities. Additionally, the plans will provide sufficient detail to adequately inform the development of a Preliminary Cost Estimate and facilitate evaluations for a cost-effective design approach.

Preliminary Cost Estimate

Kimley-Horn will prepare a preliminary cost estimate to provide and assess construction costs to confirm proposed improvements conform to project budgets. The cost estimate will be developed to provide a detailed breakdown of the capital work, and would also include the cost of support needed for the PS&E and construction phases of the project.

Revised Preliminary Engineering

Kimley-Horn will update and submit a Revised Preliminary Engineering and Cost Estimate package based on stakeholder comments on the first submittal of the Preliminary Engineering Documents and to reflect additional detail. Kimley-Horn will capture Preliminary Engineering comments and resolution in a Comment Resolution Matrix for submittal with the Revised Preliminary Engineering submittal package. Design assumptions, decisions, and future needs will be documented in a design basis memorandum.

Permit Engineering Evaluation Report (PEER) Framework

Kimley-Horn will prepare and submit a Caltrans Permit Engineering Evaluation Report (PEER) Framework for the project. This will consist of drafting the project description, limits, cost estimate, and other known information to capture the core information for the PEER. The final PEER will be prepared as part of final design.

Traffic Analysis – NOT REQUIRED

~~Kimley-Horn will provide travel forecasting and traffic operational analysis services to support the Project Report and Environmental Documents, this will include the preparation of a Traffic Operations Analysis Report (TOAR). Kimley-Horn~~

will coordinate with C/CAG and Caltrans to identify the parameters of the traffic study and confirm the scope of the analysis including opening and future horizon years, traffic data sources, traffic diversion volumes, and measures of performance criteria (e.g., LOS). Based on the input from C/CAG and Caltrans, Kimley-Horn will prepare a Traffic Analysis Methodology Memorandum to document approach, assumptions, and analyses to be completed for the project.

Traffic operational analysis will be performed based on the existing, opening and future forecast traffic volumes developed from travel demand model. Traffic analyses will be performed using Highway Capacity Manual (HCM). A Draft TOAR will be prepared and circulated to the project team for review and comment. Based on C/CAG, Caltrans, and other project team comments, Kimley-Horn will prepare the Final TOAR. The information from the TOAR will be utilized to develop the relevant Traffic section of the Project Report.

Project Report- NOT REQUIRED, TO BE REPLACED BY PEER

In accordance with Appendix K of the Caltrans Project Development Procedure Manual, Kimley-Horn will prepare a draft PR that documents the need for the Project, summarizes key points from the draft environmental studies, and summarizes scope, cost, schedule, and overall impacts to enable an informed decision to be made to proceed with Project Approval. Following circulation of the draft Environmental Documents, consideration of public comments, and the selection of the preferred build alternative, Kimley-Horn will develop and submit the final Project Report to Caltrans for Project Approval. The Final CE and NOE will be attached to the final Project Report.

Task 4: Develop KITS Integration and Architecture Strategy

Objective:

Prepare a memorandum describing approach to KITS expansion and integration into Daly City, Colma, and Brisbane.

Approach:

Kimley-Horn will prepare a memorandum documenting and describing the implementation and integration approach to expand the KITS software into Daly City, Colma, and Brisbane. This effort will define hardware and architecture layout, integration with San Mateo hub and other agencies, and other central system requirements. Stakeholder coordination will gather information and consensus on overall approach. We will submit a draft technical memorandum for review, and resolve comments to prepare a final memorandum.

Deliverables:

- Draft and Final Technical Memorandum (electronic)

Task 5: Initial Incident Response Signal Timing Development

Objective:

Develop incident response methodology and existing conditions Synchro models.

Deliverables:

- Draft and Final Existing Synchro/SimTraffic models
- Draft and Final Incident Management Plan Methodology Memorandum
- Draft and Final Incident Management Response Timing Technical Memorandum

Approach:

Kimley-Horn will request available existing data and relevant documents for this analysis. The anticipated documents include the following:

- Hard copies or electronic copies of existing Signal Timing Records for project intersections, including all pages
- Traffic Signal As-builts (as available)

- Turning movement counts completed within the past 3 years (as available, new counts will not be conducted)
- Traffic Counts on local roadways and freeways (as available)
- Past Traffic Studies completed within the past 3 years (as available)
- Existing Synchro models in electronic format (as available)

Develop Incident Response Methodology

Kimley-Horn will follow the Incident Response Framework developed for the San Mateo Smart Corridor program to prepare an Incident Response Methodology specific to the North County project. This memorandum will describe background, evaluation methodology, and timing parameters to be used in the evaluation in a subsequent phase.

Develop Simulation Models

Trafficware Synchro and Simtraffic 11.0 software will be utilized for timing development. Existing conditions traffic models will be prepared for the AM, midday, PM, and off-peak periods. Traffic volumes, saturation flow rates, and other traffic data collected will be entered into the model. To evaluate alternate routes and operations with adjacent signals, the models will include adjacent intersections that are currently connected in coordination with project intersections. Model information, timing data, and traffic count information will need to be provided by C/CAG or owning agencies at the adjacent signals to be included in the model. The additional intersections will be identified through information collected during the data collection phase and based on feedback from C/CAG.

Existing data provided by cities will be used within the models. We will not collect turning movement count data at this time. At locations where data does on exist, we will use historic data adjusted to balance recent count data.

We will calibrate the model as much as possible for existing conditions. Calibration of the model consists of verifying the input data and adjusting the model parameters so that the model output reasonably matches the observed conditions in the network. Due to COVID-19, we will conduct field observations to observe how current conditions align with the model. The following are common steps taken in the calibration process:

- Degrees of saturation for typical movements will be compared with the existing conditions checked in the field. Volumes, saturation flow rates, lost times or signal timing data, as applicable, will be adjusted to achieve a reasonable match.
- Estimated maximum queue length will be checked against the actual field data for critical movements. Saturation flow rates, initial lost times or signal timing data, as applicable, will be adjusted to achieve a reasonable match.
- Predicted average delay (sec/veh) will be compared with the field data for representative through and left-turn movements. Model predicted average speeds will be checked for the entire network versus the field measurements. Data input for saturation flow rates, initial lost times, and signal timing data will be checked.

Once the observations are complete, we will update the models for future use when incident response plans are developed.

Kimley-Horn will develop a simulation model technical memorandum summarizing key assumptions, existing traffic volume data, model to field observation comparisons, and limitations of the models. Information collected in the field review, the existing conditions models. A Draft of the Existing Conditions Simulation Model Technical Memorandum, along with Synchro and Simtraffic models, will be submitted to C/CAG for review. A Final Existing Conditions Simulation Model Technical Memorandum, along with updated existing conditions Synchro and Simtraffic models, will be submitted incorporating comments received on the draft.

Task 6: Prepare Use Case Memorandum

Objective:

Develop memorandum to discuss opportunities for leveraging the Smart Corridor system for other applications outside of Incident Management.

Deliverables:

- Draft and Final Use Case Memorandum

Approach:

Kimley-Horn will develop and discuss opportunities for utilizing the Smart Corridor network for other uses beyond incident management and field device connectivity. These opportunities could be related to Connected Vehicles, Autonomous Vehicles, ATSPM, etc. We will document our investigation and observations in a memorandum. The discussion will entail benefits and impacts associated with each opportunity. The outcome of this document could result in subsequent project development, pilot demonstrations, or other operational strategies and system enhancements.

Task 7: Before/After Study Methodology

Objective:

Develop framework for documenting system performance before and after Phase 4 implementation.

Deliverables:

- Draft and Final Before/After Study Methodology Memorandum

Approach:

Kimley-Horn will develop an approach to evaluating performance of the Phase 4 Smart Corridor elements and network. This information will be detailed in a Methodology Memorandum to describe data collection methods, time periods, and performance measures. As budget permits, we will collect the Before data and present it in the Draft Memorandum.

As-Needed Additional Tasks

Kimley-Horn, if requested and authorized by C/CAG, will perform additional services and may include, but will not be limited to, the following:

- Attendance of additional meetings
- Development of additional design documentation
- Technical studies as specified by Caltrans

Additional services will be performed only with C/CAG authorization, and be billed on a time and materials basis. A budget of \$10,000 has been allocated for the as-needed additional services.

Exhibit C

Caltrans Procurement Manual

The latest Caltrans Procurement Manual and procurement guidelines and information are available at the Caltrans procurement webpage at <https://dot.ca.gov/programs/procurement-and-contracts>, and the [Caltrans Procurement Manual](#) is incorporated herein by reference.

Exhibit D

Project Schedule

ID	Task Name	Duration	Start	Finish
1	Environmental Studies and Documentation	20 days	Thu 6/25/20	Wed 7/22/20
2	Technical Study Work Program	40 days	Thu 6/25/20	Wed 8/19/20
3	Finalize Technical Studies	40 days	Thu 6/25/20	Wed 8/19/20
4	Environmental Compliance	40 days	Thu 6/25/20	Wed 8/19/20
5	Final CE Documentation	40 days	Thu 6/25/20	Wed 8/19/20
6	Preliminary Engineering	42 days	Fri 6/26/20	Mon 8/24/20
7	Preliminary Engineering	42 days	Fri 6/26/20	Mon 8/24/20
8	Submit Preliminary Design to Agencies	1 day	Fri 6/26/20	Fri 6/26/20
9	Agency Review	20 days	Mon 6/29/20	Fri 7/24/20
10	Stakeholder Meeting	1 day	Mon 7/27/20	Mon 7/27/20
11	Revised Preliminary Design and Design Basis Memorandum	20 days	Tue 7/28/20	Mon 8/24/20
12	PEER Framework and Caltrans Coordination	30 days	Tue 7/14/20	Mon 8/24/20
13	KITS Integration and Architecture Strategy	37 days	Mon 7/6/20	Tue 8/25/20
14	Develop Draft Integration and Architecture Strategy	12 days	Mon 7/6/20	Tue 7/21/20
15	Agency Review	15 days	Wed 7/22/20	Tue 8/11/20
16	Develop Final Integration and Architecture Strategy	10 days	Wed 8/12/20	Tue 8/25/20
17	Intitial Incident Response Signal Timing Development	75 days	Mon 7/13/20	Fri 10/23/20
18	Prepare Incident Response Methodology and Memo	10 days	Mon 7/13/20	Fri 7/24/20
19	Agency Review	15 days	Mon 7/27/20	Fri 8/14/20
20	Prepare Final Incident Response Methodology Memo and Develop Simulation Models	15 days	Mon 8/17/20	Fri 9/4/20
21	Prepare Draft Simulation Model Technical Memorandum	5 days	Mon 9/7/20	Fri 9/11/20
22	Agency Review	15 days	Mon 9/14/20	Fri 10/2/20
23	Prepare Final Simulation Model Technical Memorandum	15 days	Mon 10/5/20	Fri 10/23/20
24	Use Case Memorandum	30 days	Mon 8/3/20	Fri 9/11/20
25	Draft Use Case Memorandum	10 days	Mon 8/3/20	Fri 8/14/20
26	Agency Review	10 days	Mon 8/17/20	Fri 8/28/20
27	Final Use Case Memorandum	10 days	Mon 8/31/20	Fri 9/11/20
28	Before/After Study Methodology	35 days	Mon 8/17/20	Fri 10/2/20
29	Draft Before/After Study Methodology	15 days	Mon 8/17/20	Fri 9/4/20
30	Agency Review	10 days	Mon 9/7/20	Fri 9/18/20
31	Final Before/After Study Methodology	10 days	Mon 9/21/20	Fri 10/2/20

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
COUNTY OF SAN MATEO**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as "C/CAG") and County of San Mateo. (hereinafter referred to as "COUNTY") are parties to an Agreement originally dated November 5, 2018, for the connection of the San Mateo County Smart Corridor Fiber Optic system to the County of San Mateo, including extension and integration to the Regional Operations Center (the "Agreement"); and

WHEREAS, the Agreement term included a completion date of November 2019; and

WHEREAS, unbeknownst to the parties, the Agreement inadvertently lapsed between November 2019 and April 2020; and

WHEREAS, C/CAG and COUNTY have determined that additional time is required to complete the fiber connection, extension, and integration work and desire to extend the agreement until December 31, 2020; and

WHEREAS, C/CAG and COUNTY desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and Consultant as follows:

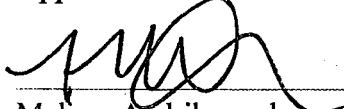
1. The term of the Agreement, as provided in Section 2 "Time of Performance" therein, shall be extended through December 31, 2020.
2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
3. This amendment shall take effect on December 1, 2019.

City/County Association of Governments

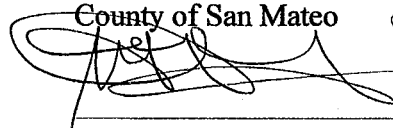

Sandy Wong, C/CAG Executive Director

Date: 5-7-2020

Approved as to form:


Melissa Andrikopoulos
Legal Counsel for C/CAG

County of San Mateo


Jon Walton, Chief Information Officer

Date: 6/11/20

Approved as to form:

Jennifer Stalzer Kraske
Digitally signed by Jennifer Stalzer Kraske
DN: cn=Jennifer Stalzer Kraske, o=County Counsel,
ou=CCO, email=jskraske@smcgov.org, c=US
Date: 2020.06.11 10:23:10 -0700
Jennifer Stalzer Kraske
Legal Counsel for Information Services
Department

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed ESA Airport On-Call Services Agreement Amendment No. 4 to accommodate use of authorized subcontractors, with no other changes to scope or budget.

(For further information or response to questions, contact Susy Kalkin 650 599-1467)

RECOMMENDATION

That the C/CAG Board of Directors receive a copy of the executed ESA Airport On-Call Services Agreement Amendment No. 4 to accommodate use of authorized subcontractors, with no other changes to scope or budget.

FISCAL IMPACT

None. This amendment is only to accommodate use of authorized subcontractors.

Since 2014, the C/CAG Board has maintained on-call airport/land use consistency review service agreements with three consulting firms, with an aggregate budget of \$140,000. The Board has authorized the Executive Director to issue individual Task Orders to these consultants to provide needed technical expertise to address airport land use compatibility issues that arise from time to time. Through FY 2019/2020, a total of \$49,085 has been expended; no change to the budget is included in this contract amendment.

SOURCE OF FUNDS

The source of funds is the C/CAG general fund.

BACKGROUND

C/CAG has contract agreements with three consulting firms to assist with matters related to the Airport Land Use Compatibility Plans (ALUCPs) for the three airports in the County. In accordance with the agreements, staff has issued a Task Order to one of these firms, ESA Airport, regarding policy clarification and possible minor amendments to the San Carlos Airport ALUCP. During the course of this work, C/CAG staff requested ESA include on its team a land use attorney with specific experience in ALUCP matters. Because the existing On-Call Services Agreement did not provide the flexibility to include subcontractors, an amendment to the Agreement was needed.

The CCAG procurement policy allows the Chair to execute amendments without full Board review in some circumstances. Accordingly, C/CAG's legal counsel has determined that this level of

amendment may be approved by the C/CAG Chair and does not require full Board approval since it is just a text amendment to allow use of subconsultants, and only if requested by the C/CAG Executive Director, and does not otherwise increase the overall budget or substantively change the agreement.

ATTACHMENTS

1. ESA Airport On-Call Services Agreement Amendment No. 4 – Executed Copy

**CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY
AMENDMENT No. 4 TO AGREEMENT WITH
ESA AIRPORTS**

WHEREAS, the City/County Association of Governments (hereinafter referred to as C/CAG), and ESA Airports (hereinafter referred to as ESA) are parties to an Agreement dated September 11, 2014, regarding on-call consultant services related to airport land use consistency reviews (the "Original Agreement"); and

WHEREAS, on September 10, 2015, C/CAG approved, and the parties subsequently executed, the First Amendment to the Original Agreement (the "First Amendment") to increase the dollar amount to not-to-exceed one hundred thousand dollars (\$100,000), to extend the term of the agreement for two additional years and to modify the scope to meet the on-going C/CAG need for consultant services related to airport/land use consistency determinations; and

WHEREAS, on September 14, 2017, C/CAG approved, and the parties subsequently executed, the Second Amendment to the Original Agreement (the "Second Amendment") to increase the dollar amount to not-to-exceed one hundred forty thousand dollars (\$140,000), to extend the term of the agreement for two additional years and to modify the scope to meet the on-going C/CAG need for consultant services related to airport/land use consistency determinations; and

WHEREAS, on September 12, 2019, C/CAG approved, and the parties subsequently executed, Amendment No. 3 to the Original Agreement ("Amendment No. 3") to extend the term of the Original Agreement for two additional years (to September 30, 2021) and to modify the scope to meet the on-going C/CAG need for consultant services related to airport/land use consistency determinations; and

WHEREAS, C/CAG has determined that there is a need to provide for use of specialized subconsultants on the consultant team to meet C/CAG's continuing need for consultant services related to airport/land use consistency determinations; and

WHEREAS, the parties now desire to enter into this Amendment No. 4 revising certain terms of the Original Agreement, as amended by the First and Second Amendments and Amendment No 3.

IT IS HEREBY AGREED by C/CAG and ESA that:

1. This Amendment No. 4 shall be in effect as of May 20, 2020.

2. "Exhibit A- 2019" to the Original Agreement will be replaced in its entirety with "Exhibit A - 2020", attached hereto.

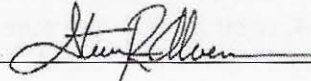
3. All other provisions of the Original Agreement shall remain in full force and effect.

For C/CAG:



Marie Chuang, Chair


For ESA:



Date: _____

Date: May 13, 2020

Approved as to form:



C/CAG Legal Counsel



550 Kearny Street
Suite 800
San Francisco, CA 94108
415.896.5900 phone
415.896.0332 fax

www.esassoc.com

Exhibit A - 2020

May 12, 2020

Ms. Sandy Wong
Executive Director
City/County Association of Governments of San Mateo County (C/CAG)
555 County Center, 5th Floor
Redwood City, CA 94063

Subject: As-Needed Consulting Services – ALUCP Consistency Reviews

Dear Ms. Wong:

Environmental Science Associates (ESA) is pleased to submit this letter proposal to provide as-needed consulting services to C/CAG related to performing consistency reviews for projects and plans in the vicinity of San Carlos Airport (including Housing Elements for a subset of the 21 jurisdictions in San Mateo County) to determine if they are consistent with land use criteria and policies incorporated into the airport land use compatibility plan (ALUCP) for San Carlos Airport. Projects and plans within the following jurisdictions may be reviewed for consistency with the San Carlos Airport ALUCP: the City of Redwood City, the City of San Carlos, the City of Foster City, the City of Belmont, the City of San Mateo, and San Mateo County. Related work may also include more general research and consultation on matters related to the San Carlos Airport Land Use Compatibility Plan.

I would serve as the Project Director for the assignment(s) and would be responsible for on-time, on-budget delivery and overall quality assurance and quality control for project deliverables. I would also be C/CAG's primary point-of-contact for the duration of the as-needed services contract.

I would be assisted by two of ESA's airport land use compatibility planners: Project Manager Chris Jones and Deputy Project Manager Patrick Hickman. Chris and Patrick each possess extensive experience in preparing Airport Land Use Compatibility Plans (ALUCPs) and evaluating proposed projects and plans for consistency against those ALUCPs. Patrick would serve as the lead technical staff for ALUCP preparation and consistency review assignments. Chris would provide technical oversight and would assist me with project management. Other ESA planning staff would be available to assist as required. **In addition, on request and subject to the prior written approval of the C/CAG Executive Director, subconsultants may also be utilized.**

The consulting services described herein would be provided on a time-and-materials basis for a not-to-exceed fee established in advance with C/CAG. The following hourly billing rates would



Ms. Sandy Wong
May 12, 2020
Page 2

be used to develop all task order budgets: Steve Alverson (\$300), Chris Jones (\$205), and Patrick Hickman (\$190). Any out-of-pocket expenses would be billed at cost.

We appreciate the opportunity to submit our proposal, and look forward to your response. If you have any questions or would like additional information, please contact me at 916.284.1116 or salverson@esassoc.com.

Sincerely,

A handwritten signature in black ink that reads "Steven R. Alverson". The signature is fluid and cursive, with the first name being the most prominent.

Steven R. Alverson
Senior Vice President

cc: Susy Kalkin, C/CAG staff

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed Amendment No. 1 to the Fiscal Year 2017/18 Transportation Fund for Clean Air (TFCA) Funding Agreement with San Mateo County Transit District (SamTrans) for the SamTrans Signal Prioritization for Buses on El Camino Real project extending project completion date to June 30, 2021.

(For further information or questions, contact Kim Wever at 650-599-1451)

RECOMMENDATION

That the C/CAG Board receive a copy of executed Amendment No. 1 to the Fiscal Year 2017/18 Transportation Fund for Clean Air (TFCA) Funding Agreement with San Mateo County Transit District (SamTrans) for the SamTrans Signal Prioritization for Buses on El Camino Real project, extending project completion date to June 30, 2021, in accordance with C/CAG procurement policy.

FISCAL IMPACT

None

SOURCE OF FUNDS

The Bay Area Air Quality Management District (BAAQMD) 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 TFCA funds. These funds 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 BAAQMD to one or more public agencies designated to receive the funds, and for San Mateo County, C/CAG has been designated as the County Program Manager to receive the funds.

BACKGROUND

C/CAG acts as the Program Manager for the TFCA Program in San Mateo County. This program distributes fund to projects whose primary objective is to reduce air pollution, greenhouse gas emissions, and traffic congestion by improving transportation options. On May 11, 2017, the C/CAG Board approved the Expenditure Plan for projects to be funded as part of the FY 2017/18 TFCA Program, which includes SamTrans' Traffic Signal Prioritization for Buses on El Camino Real Project. This project will implement Traffic Signal Prioritization (TSP) technology for SamTrans buses traveling on El Camino Real in San Mateo County, which will improve transit speed along the corridor by either giving buses early green lights or extending green lights at intersections. SamTrans is the project sponsor, and is responsible to meet the TFCA cost-effectiveness criteria along with all

other funding requirements. The total project cost is \$3,907,000, of which TFCA fund is \$79,000. On June 8, 2017, the C/CAG Board approved Resolution 17-21 authorizing the C/CAG Chair to execute a funding agreement between C/CAG and SamTrans in the amount of \$79,000 under the Fiscal Year 2017/18 TFCA program. The funds were allocated towards the traffic signal prioritization for Buses on El Camino Real Project, with a termination date of June 30, 2020. As of April 22, 2020, this project has a TFCA Fund balance of \$50,786.54. Moratoriums on construction due to the COVID-19 shelter in place order has delayed the project. SamTrans requested a no-cost one (1) year time extension. Staff reviewed the project progress and recommended the C/CAG Chair to execute Amendment No. 1 to the Fiscal Year 2017/18 Transportation Fund for Clean Air (TFCA) Funding Agreement with San Mateo County Transit District (SamTrans) for the SamTrans Signal Prioritization for Buses on El Camino Real project, extending the project completion date to June 30, 2021.

ATTACHMENTS

1. Amendment No. 1 to the Fiscal Year 2017-208 TFCA Agreement Between the City/County Association of Governments and San Mateo County Transit District

**AMENDMENT NO. 1 TO THE FISCAL YEAR 2017-2018 TFCA AGREEMENT
BETWEEN
THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS
AND
SAN MATEO COUNTY TRANSIT DISTRICT**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as “C/CAG”) and San Mateo County Transit District (hereinafter referred to as “SamTrans”) are parties to an Agreement effective July 1, 2017, for the Fiscal Year 2017-2018 Transportation Fund for Clean Air (TFCA) Funding Agreement (the “Agreement”); and

WHEREAS, the Agreement provides funds for the SamTrans Signal Prioritization for Buses on El Camino Real project (Project); and

WHEREAS, the Project’s original completion date is June 30, 2020; and due to the COVID-19 shelter in place order, SamTrans has requested a time extension of one year, to June 30, 2021, to complete the project; and

WHEREAS, C/CAG and SamTrans desire to amend the Agreement as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED by C/CAG and SamTrans that:

1. Section II, item 16, shall be updated to include a new termination date of June 30, 2021.
2. Section III, item 2, shall be revised to state the following: “To reimburse costs from the execution of this Agreement through June 30, 2021.”
3. Section IV, item 4 shall be revised to include a new contact person at C/CAG. Notices to C/CAG should be addressed to:

Kim Wever
City/County Association of Governments
555 County Center, 5th Floor
Redwood City, CA 94063
650-599-1451

4. Due to the Covid-19 shelter in place order, notices may also be received by email to SamTrans to Peter Skinner (SkinnerP@samtrans.com) and to C/CAG to Kim Wever (kwever@smcgov.org).
5. Section IV, item 6 shall be updated to extend the funds spent to FY 2020/21.

Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect. This amendment shall take effect upon the date of execution by both parties.

City/County Association of Governments
(C/CAG)

Marie Chuang

Marie Chuang, C/CAG Chair

Date: July 2, 2020

Approved as

[Signature]

Legal Counsel for C/CAG

San Mateo Transit District (SamTrans)

[Signature]

By **JIM HARTNETT**

Title: **GENERAL MANAGER/CEO**

Date: June 25, 2020

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed Amendment No. 2 to contract with Michael Baker International for an additional \$5,000 and a new total not to exceed amount of \$30,000 to provide additional web support through June 30, 2020 and to transition the C/CAG website to a new hosting environment.

(For further information, contact Reid Bogert at 650-599-1433)

RECOMMENDATION

That the C/CAG Board receive copy of executed Amendment No. 2 to contract with Michael Baker International for an additional \$5,000 and a new total not to exceed amount of \$30,000 to provide additional web support through June 30, 2020 and to transition the C/CAG website to a new hosting environment, in accordance with C/CAG procurement policy.

FISCAL IMPACT

New total amount not to exceed \$30,000.

SOURCE OF FUNDS

Funding for the website comes from the C/CAG general fund.

BACKGROUND

C/CAG completed a redesign of <http://ccag.ca.gov> in 2014 based on the need for a more modern website and feedback from the member agencies and the public. Through C/CAG's procurement process, PMC, was selected to do the redesign and conduct ongoing maintenance through 2016. During the term of the agreement, PMC was purchased by Michael Baker International, Inc. (Michael Baker), and per Resolution 16-30, C/CAG entered into a funding agreement with Michael Baker to provide ongoing website services, site maintenance and hosting, through September 30, 2019 for an amount not to exceed \$20,000. In September of 2019, pursuant to C/CAG Board approval of Resolution 19-54, C/CAG executed Amendment No. 1 for a time extension and an additional \$5,000, for a new total amount not to exceed \$25,000, to provide technical services and hosting for the C/CAG website through Fiscal Year 2019-20. Staff also agreed to explore alternatives for web services that may provide efficiencies and improved responsiveness to technical issues regarding website maintenance.

Consistent with C/CAG's procurement policy, the Executive Director executed Amendment No. 2 to the Agreement with Michael Baker (Attachment 1) for an additional \$5,000 and a new total amount not to exceed of \$30,000 to provide supplemental funds for site maintenance and any additional

development work to the C/CAG website through the remainder of the fiscal year. Supplemental funds were needed given higher rates of expenditure earlier in the year as a result of issues with a newly purchased security certificate and to ensure a smooth transition of the site to its new hosting environment coordinated with the San Mateo County Information Services Department in June.

ATTACHMENTS

1. Amendment No. 2 to Agreement with Michael Baker International

**AMENDMENT NO. 2 TO THE AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AND
MICHAEL BAKER INTERNATIONAL, INC.**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as "C/CAG") and Michael Baker International, Inc. (hereinafter referred to as "Consultant") are parties to an Agreement originally dated October 1, 2016, for C/CAG website services (the "Agreement"); and

WHEREAS, the original Agreement was for a term to conclude on September 30, 2019 and an amount not-to-exceed twenty thousand dollars (\$20,000); and

WHEREAS, C/CAG seeks continued web support by Consultant for another year, while C/CAG explores alternative web maintenance and hosting options as well as a competitive procurement process to solicit qualified consultants for future web support; and

WHEREAS, C/CAG and Consultant have executed Amendment No.1 via adoption of Resolution 19-54 by the C/CAG Board of Directors on September 12, 2019, approving an additional five thousand dollars (\$5,000) to provide technical support for the term of October 1, 2019 through June 30, 2020, resulting in a new total Agreement amount not-to-exceed twenty-five thousand dollars (\$25,000); and

WHEREAS, C/CAG and Consultant have determined an additional amount of five thousand dollars (\$5,000) with a one-month time extension through July 31, 2020 is needed to ensure sufficient funds and time to transition the website to a new hosting environment, resulting in a new total Agreement amount not-to-exceed thirty-thousand dollars (\$30,000); and

WHEREAS, C/CAG and Consultant desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and Consultant as follows:

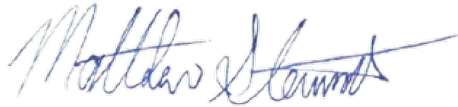
1. Section 2 of the Agreement is revised to reflect a new not-to-exceed amount of thirty-thousand dollars (\$30,000). The additional five thousand dollars (\$5,000) will provide for continued web services, hosting, and maintenance during migration of the site to a new hosting environment.
2. Section 5 of the Agreement is revised to reflect a new contract termination date of July 31, 2020.
3. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
4. This amendment shall take effect upon on full execution by both parties.

City/County Association of Governments (C/CAG)

Michael Baker International, Inc.



Marie Chuang, C/CAG Chair



By Matthew Stewart
Title: ~~Associate Vice President~~_____

Date: 5/1/2020

Date: 5/5/2020

Approved as to form:



Legal Counsel for C/CAG

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed Memorandum of Understanding (MOU) with the County of San Mateo Information Services Department to migrate the C/CAG website to its new hosting environment and provide hosting for the website on an annual basis for an amount not to exceed \$3,124.40.

(For further information, contact Reid Bogert at 650-599-1433)

RECOMMENDATION

That the C/CAG Board receive copy of executed Memorandum of Understanding (MOU) with the County of San Mateo Information Services Department to migrate the C/CAG website to its new hosting environment and provide hosting for the website on an annual basis for an amount not to exceed \$3,124.40, in accordance with C/CAG procurement policy.

FISCAL IMPACT

The fiscal impact will be up to \$3,124.40 for Fiscal Year 2020-21.

SOURCE OF FUNDS

Funding for the website comes from the C/CAG general fund.

BACKGROUND

C/CAG completed a redesign of <http://ccag.ca.gov> in 2014 based on the need for a more modern website and feedback from the member agencies and the public. Through C/CAG's procurement process, PMC, was selected to do the redesign and conduct ongoing maintenance through 2016. During the term of the agreement, PMC was purchased by Michael Baker International, Inc. (Michael Baker), and per Resolution 16-30, C/CAG entered into a funding agreement with Michael Baker to provide ongoing website services, site maintenance and hosting, through September 30, 2019 for an amount not to exceed \$20,000. In September of 2019, pursuant to C/CAG Board approval of Resolution 19-54, C/CAG executed Amendment No. 1 for a time extension and an additional \$5,000, for a new total amount not to exceed \$25,000, to provide technical services and hosting for the C/CAG website through Fiscal Year 2019-20. Staff also agreed to explore alternatives for web services that may provide efficiencies and improved responsiveness to technical issues regarding website maintenance.

Consistent with C/CAG's procurement policy, the Executive Director executed a new MOU with the San Mateo County Information Services Department (Attachment 1) to provide website hosting services via Flywheel (the County's contracted website hosting company) to the C/CAG website on

an annual basis, for a total amount not to exceed \$3,124.40 for services through June 30, 2021. C/CAG staff recommended using the County Information Services Department and their contractor, Flywheel, to host the C/CAG website, given occasional security issues and inconsistencies in services with C/CAG's previous website vendor and given Flywheel's reputation as a robust managed WordPress website hosting company with a focus on security and performance. As detailed in Exhibit A of the MOU, County of San Mateo, via Flywheel, will be providing website hosting services only, while additional technical services to help maintain the website will be provided through a separate contract with Rogue Web Works.

ATTACHMENTS

1. MOU with County ISD for Fiscal Year 2020-21

(Available online at <https://www.ccag.ca.gov/committees/board-of-directors/>)

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive a copy of the executed contract with Rogue Web Works for technical support to the C/CAG website through June 30, 2023 in an amount not to exceed \$9,000.

(For further information, contact Reid Bogert at 650-599-1433)

RECOMMENDATION

That the C/CAG Board receive copy of executed contract with Rogue Web Works for technical support to the C/CAG website through June 30, 2023 in an amount not to exceed \$9,000, in accordance with C/CAG procurement policy.

FISCAL IMPACT

The fiscal impact will be up to \$9,000 over three years from Fiscal Year 2020-21 through Fiscal Year 2022-23.

SOURCE OF FUNDS

Funding for the website comes from the C/CAG general fund.

BACKGROUND

C/CAG completed a redesign of <http://ccag.ca.gov> in 2014 based on the need for a more modern website and feedback from the member agencies and the public. Through C/CAG's procurement process, PMC, was selected to do the redesign and conduct ongoing maintenance through 2016. During the term of the agreement, PMC was purchased by Michael Baker International, Inc. (Michael Baker), and per Resolution 16-30, C/CAG entered into a funding agreement with Michael Baker to provide ongoing website services, site maintenance and hosting, through September 30, 2019 for an amount not to exceed \$20,000. In September of 2019, pursuant to C/CAG Board approval of Resolution 19-54, C/CAG executed Amendment No. 1 for a time extension and an additional \$5,000, for a new total amount not to exceed \$25,000, to provide technical services and hosting for the C/CAG website through Fiscal Year 2019-20. Staff also agreed to explore alternatives for web services that may provide efficiencies and improved responsiveness to technical issues regarding website maintenance.

Consistent with C/CAG's procurement policy, the Executive Director executed a new Agreement with Rogue Web Works (Attachment 1) to provide technical web support to the C/CAG website for a three-year term, for a total amount not to exceed \$9,000 over the three years, contingent on C/CAG's annual budget approval process. C/CAG staff referred to the County Office of Sustainability's

procurement process to enter into agreement with Rogue Web Works, as Rogue Web Works provides technical services to several sites operated by the County. As detailed in Exhibit A of the Agreement, Rogue Web Works will be providing additional maintenance and technical support to the website, while the hosting services will be provided through a separate contract with County Information Services Department.

ATTACHMENTS

1. Agreement with Rogue Web Works for Fiscal Year 2020-21 through Fiscal Year 2022-23

**AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ROGUE WEB WORKS**

This Agreement entered this 30th day of June **2020**, by and between the CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY, a joint powers agency whose members include the County of San Mateo and the twenty incorporated cities and towns within San Mateo County, hereinafter called "C/CAG," and ROGUE WEB WORKS, hereinafter called "Consultant."

WHEREAS, C/CAG, requires website support and maintenance services for the C/CAG website; and

WHEREAS, the current agreement between Michael Baker International and C/CAG to provide website support services expires on June 30, 2020; and

WHEREAS, C/CAG has determined that the Consultant is qualified to provide web support and maintenance services according to the terms of the Agreement and as detailed in Exhibit A, attached hereto; and

WHEREAS, C/CAG has relied upon the results of the County of San Mateo's competitive procurement process for selecting the Consultant to provide web support and maintenance services to websites managed by the County Office of Sustainability, as permitted by C/CAG's procurement policy; and

WHEREAS, the available funds for the Consultant to provide said services are not to exceed a cumulative amount of \$9,000 for a three-year contract term;

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

1. **Services to be provided by Consultant.** In consideration of the payments hereinafter set forth, Consultant shall provide services in accordance with the terms, conditions and specifications set forth herein and consistent with Exhibit A.
2. **Payments.** In consideration of the services rendered with all terms, conditions, and specifications set forth herein, in Exhibit A, C/CAG shall make payments to Consultant on a time and materials basis set forth in Exhibit A. The total amount of payment by C/CAG to Consultant for web support services shall not exceed nine thousand dollars (\$9,000) for Services provided during the Contract Term set forth below. It is understood and agreed that there is no guarantee, either expressed or implied that this dollar amount will be authorized under this contract. Payments shall be made to Consultant monthly based on an

invoice submitted by Consultant that has been reviewed and approved by the project manager and identifies expenditures and describes services performed in accordance with Exhibit A. Payments shall be made within 45 days after receipt and approval of monthly invoices. C/CAG shall have the right to receive, upon request, documentation substantiating charges billed to C/CAG.

3. **Relationship of the Parties.** It is understood that Consultant is an Independent Consultant and this Agreement is not intended to, and shall not be construed to, create the relationship of agent, servant, employee, partnership, joint venture or association, or any other relationship whatsoever other than that of Independent Consultant.
4. **Non-Assignability.** Consultant shall not assign this Agreement or any portion thereof to a third party without the prior written consent of the C/CAG Executive Director.
5. **Contract Term.** This Agreement shall be in effect upon being fully executed by both parties and shall terminate on June 30, 2023; provided, however, the C/CAG Executive Director may terminate this Agreement at any time for any reason by providing 30 days' notice to Consultant. Termination will be effective on the date specified in the notice. In the event of termination under this paragraph, Consultant shall be paid for all services provided to the date of termination.
6. **Hold Harmless/ Indemnity.** Consultant shall indemnify and save harmless C/CAG, its agents, officers, and employees from all claims, suits or actions to the extent caused by the negligence, errors, acts or omissions of the Consultant, its agents, subconsultants, officers or employees related to or resulting from the performance, or non-performance, under this Agreement.

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

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

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

Liability Insurance: Consultant shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall

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

Required insurance shall include:

	Required Amount	Approval by C/CAG Staff if under \$ 1,000,000
a. Comprehensive General Liability	\$ 1,000,000	<u>1,000,000</u>
b. Workers' Compensation	\$ Statutory	<u>N/A</u>

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

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

8. **Non-discrimination.** The Consultant and any subconsultants performing the services on behalf of the Consultant shall not discriminate or permit discrimination against any person or group of persons on the basis of race, color, religion, national origin or ancestry, age, sex, sexual orientation, marital status, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status, or in any manner prohibited by federal, state or local laws.
9. **Compliance with All Laws.** Consultant shall at all times comply with all applicable laws and regulations, including without limitation those regarding services to disabled persons, including any requirements of Section 504 of the Rehabilitation Act of 1973.
10. **Substitutions:** If particular people are identified in Exhibit A as working on this Agreement, Consultant will not assign others to work in their place without the prior written consent of the C/CAG Executive Director. Any substitution shall be with a person of commensurate experience and knowledge unless otherwise authorized by the C/CAG Executive Director.

11. **Sole Property of C/CAG:** Work products of Consultant which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall be and become the property of C/CAG. Consultant shall not be liable for C/CAG's use, modification or re-use of products without Consultant's participation or for purpose other than those specifically intended pursuant to this Agreement.
12. **Access to Records.** C/CAG, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Consultant shall maintain all required records for three years after C/CAG makes final payments and all other pending matters are closed.
13. **Merger Clause.** This Agreement, including Exhibit A attached hereto and incorporated herein by reference, constitutes the sole agreement of the parties hereto with regard to the matters covered in this Agreement, and correctly states the rights, duties and obligations of each party as of the document's date. Any prior agreement, promises, negotiations or representations between the parties not expressly stated in this Agreement are not binding. All subsequent modifications shall be in writing and signed by the C/CAG Chairperson. In the event of a conflict between the terms, conditions or specifications set forth herein and those in Exhibit A attached hereto, the terms, conditions or specifications set forth herein shall prevail.
14. **Governing Law.** This Agreement shall be governed by the laws of the State of California, without regard to its choice of law rules, and any suit or action initiated by either party shall be brought in the County of San Mateo, California.
15. **Notices.** All notices hereby required under this agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid and addressed as follows:


City/County Association of Governments of San Mateo County
555 County Center, 5th Floor
Redwood City, CA 94063
Attention: Reid Bogert

Notices required to be given to the Consultant shall be addressed as follows:

Rogue Web Works
51 Water Street, Suite 210
Ashland, OR 97520
Attention: Eric Gotfrid

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

Rogue Web Works (Consultant)

By  _____

06/28/20
Date

City/County Association of Governments of San Mateo County (C/CAG)

By  _____
Sandy Wong
C/CAG Executive Director

6-30-2020
Date

C/CAG Legal Counsel


By  _____
Melissa Andrikopoulos, C/CAG Counsel

Exhibit A

SCOPE OF WORK

The scope of work of services to be provided by Rogue Web Works, including billing rates for services provided on a time and materials basis are provided in the pages below.



office: 51 Water Street Suite 210, Ashland OR 97520
mail: 266 Meade Street, Ashland OR 97520

Reid Bogert
Stormwater Program Specialist -
San Mateo Countywide Water Pollution Prevention Program
555 County Center, 5th Floor Redwood City, CA 94063

Reid,

Please find our proposal for services attached for website maintenance services of C/CAG's website (<http://www.ccag.ca.gov>). The scope of services is meant to define the expectations of the maintenance for your site and establish maximum fees to be billed on a time and materials basis. The maximum fee limit will not be exceeded without prior approval of you or your organization.

Best regards

Eric A. Gotfrid
Director of Operations



office: 51 Water Street Suite 210, Ashland OR 97520
mail: 266 Meade Street, Ashland OR 97520

Scope of services

Term

The term of support is July 1, 2020-June 30, 2023

Maintenance

Website maintenance will be carried out on an as needed basis at the following rates (all services will be billed with a half hour minimum per incident):

Consulting, \$100 hour: research on features, testing and implementation

Web Design, \$100 hour: New page design, graphic creation, image search and implementation

Site Maintenance, \$80/hour: Content additions, changes and implementation to existing pages and posts.

Security and Updates

An Update and Security Suite of tools will be installed to audit site resources, harden the website against attack and send daily notifications when updates are available to Wordpress, Plug-ins and Themes. Updates will be carried out every two weeks unless a critical update is detected. In the case of a critical update, it will be completed on the next business day. Note that Wordpress updates will be monitored but carried out by Flywheel (see below).

Hosting

Web Hosting is not part of this proposal, hosting will be provided by Flywheel Managed Hosting (getflywheel.com) who will provide, hosting, back-up and will be responsible for keeping Wordpress up to date as part of their managed service.

Contract amount

Total fees for service not to exceed \$3000 annually without prior written approval.

C/CAG AGENDA REPORT

ITEM 5.4

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Melissa Andrikopoulos, Deputy County Counsel

Subject: Biennial review of the C/CAG Conflict of Interest Code with no change.

(For further information or questions, contact Sandy Wong at 650-599-1409)

RECOMMENDATION

That the C/CAG Board accept the biennial review of the C/CAG Conflict of Interest Code with no change.

FISCAL IMPACT

None.

SOURCE OF FUNDS

Not applicable.

BACKGROUND

California Government Code § 87306.5 requires each local agency to review its Conflict of Interest Code biennially to determine if it is accurate or, alternatively, if it must be amended. The C/CAG Board conducted its last biennial review on July 12, 2018. Although staff has not received the 2020 Conflict of Interest Code Biennial Review Notice from the San Mateo County Assessor – County Clerk – Recorder yet, following last cycle’s calendar, the review form must be returned by September 1st. Since the C/CAG Board is not scheduled to meet in August, staff recommends the Board act on this item at the July 9, 2020 meeting.

Upon review of C/CAG’s Conflict of Interest Code, it is found that the current information for C/CAG is accurate and no change to the code is required.

ATTACHMENTS

1. Conflict of Interest Code City/County Association of Governments of San Mateo County, as updated on August 11, 2016.
2. Draft 2020 Local Agency Biennial Notice form

CONFLICT OF INTEREST CODE
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO
COUNTY (C/CAG)

The purposes of this Conflict of Interest Code are to provide for the disclosure of investments, real property, income and business positions of designated City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") officials and employees that may be materially affected by their official actions and to provide for the disqualification of designated officials and employees from participation in C/CAG decisions in which they may have a financial interest.

Background

The Political Reform Act of 1974 (Government Code Sections 81000 et seq.) requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted a regulation, California Code of Regulations Section 18730, which contains the terms of a standard conflict of interest code. This regulation and any amendments thereto may be incorporated by reference by local agencies and, together with the designation of employees and disclosure categories, meets the requirements of the Political Reform Act.

Adoption of Conflict of Interest Code

The terms of Title 2 California Code of Regulations Section 18730 are hereby incorporated by reference and, along with the attached Appendix in which officials and employees are designated and disclosure categories are set forth, constitute the Conflict of Interest Code of the City/County Association of Governments of San Mateo County.

Pursuant to the Political Reform Act and its regulations, all designated officials and employees shall file statements of economic interests with C/CAG, which shall retain a copy and forward the originals to the San Mateo County Clerk, which shall be the filing officer. The San Mateo County Board of Supervisors shall be the code reviewing body.

Subsequent amendments to Title 2 California Code of Regulations Section 18730 duly adopted by the Fair Political Practices Commission, after public notice and hearings, are also incorporated by reference unless C/CAG, within 90 days after the date on which an amendment to Section 18730 becomes effective, adopts a resolution providing that the amendment is not to be incorporated into this Code.

City/County Association of Governments of San Mateo County (C/CAG)
Conflict of Interest Code

List of Designated C/CAG Board Members and Employees,
Description of Financial Disclosure Categories

Each person holding any position listed below must file statements disclosing the kinds of financial interest shown for the identified position. Statements must be filed at the times and on the forms prescribed by law. Failure to file statements on time may result in penalties including but not limited to late fines.

<u>Designated Members or Employee</u>	<u>Disclosure Category</u>
Member	1, 2, 3, 4
Alternate Member	1,2, 3, 4
Ex Officio Member	1, 2, 3, 4
Executive Director	1,2, 3, 4
Consultants*	1,2, 3, 4

*Those consultants who, within the meaning of 2 Ca. Code of Regulations § 18700.3(a)(2) are required to file statements of economic interests, shall do so. During each calendar year, C/CAG shall maintain a list of such consultants for public inspection in the same manner and location as this Conflict of Interest Code. Nothing herein excuses any consultant from any other provision of the Conflict of Interest Code, specifically those dealing with disqualification.

Disclosure Categories

Category 1. A designated official or employee assigned to Category 1 is required to disclose direct or indirect investments in any business entity that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 2. A designated official or employee assigned to Category 2 is required to disclose interests in any real property that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 3. A designated official or employee assigned to Category 3 is required to disclose any source of income that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

Category 4. A designated official or employee assigned to Category 4 is required to disclose any business entity in which the designated official or employee is a director, officer, partner, trustee, employee or holds any position of management that may foreseeably be affected materially by any decision made or participated in by the designated official or employee by virtue of his or her position.

2020 Local Agency Biennial Notice

Name of Agency: City/County Association of Governments of San Mateo County (C/CAG)

Mailing Address: 555 County Center, 5th Floor, Redwood City, CA 94063

Contact Person: Sandy Wong Phone No. (650) 599-1409

Email: slwong@smcgov.org Alternate Email: _____

Accurate disclosure is essential to monitor whether officials have conflicts of interest and to help ensure public trust in government. The biennial review examines current programs to ensure that the agency's code includes disclosure by those agency officials who make or participate in making governmental decisions.

This agency has reviewed its conflict of interest code and has determined that (*check one BOX*):

An amendment is required. The following amendments are necessary:

(*Check all that apply.*)

- Include new positions
- Revise disclosure categories
- Revise the titles of existing positions
- Delete titles of positions that have been abolished and/or positions that no longer make or participate in making governmental decisions
- Other (*describe*) _____

The code is currently under review by the code reviewing body.

No amendment is required. (If your code is over five years old, amendments may be necessary.)

Verification (to be completed if no amendment is required)

This agency's code accurately designates all positions that make or participate in the making of governmental decisions. The disclosure assigned to those positions accurately requires that all investments, business positions, interests in real property, and sources of income that may foreseeably be affected materially by the decisions made by those holding designated positions are reported. The code includes all other provisions required by Government Code Section 87302.

Signature of Chief Executive Officer

Date

All agencies must complete and return this notice regardless of how recently your code was approved or amended. Please return this notice no later than September 1, 2018, to:

Attention: Juliet Fernandez
Office of the Assessor-County Clerk-Recorder
555 County Center, Redwood City, CA 94063

PLEASE DO NOT RETURN THIS FORM TO THE FPPC.

FPPC Advice: www.fppc.ca.gov (866.275.3772)
advice@fppc.ca.gov
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C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 20-44 authorizing the C/CAG Chair to execute an agreement with Steer for preparation of the Measure M 5-Year Strategic Plan in an amount not to exceed \$93,804.

(For further information or questions, contact Kim Wever at 650-599-1451)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 20-44 authorizing the C/CAG Chair to execute an agreement with Steer for the preparation of Measure M 5-Year Strategic Plan in an amount not to exceed \$93,804.

FISCAL IMPACT

\$93,804

SOURCE OF FUNDS

Measure M (\$10 vehicle registration fee), specifically the Program Administration category

BACKGROUND

Approved by the voters of San Mateo County in 2010, C/CAG sponsors and manages Measure M, the annual ten dollars (\$10) vehicle registration fee in San Mateo County for transportation-related congestion and water pollution mitigation programs. It was estimated that Measure M would generate approximately \$6.7 million annually and \$167 million total over the 25-year period between May 2011 and May 2036. Per the Expenditure Plan, 50% of the net proceeds will be allocated to cities/County for local streets and roads, and the remaining 50% will be used for Countywide Transportation Programs. Currently, these programs include transit operations/senior mobility, intelligent transportation system (ITS)/Smart Corridors, safe routes to school (SRTS), and stormwater pollution prevention.

In March 2011, the C/CAG Board approved the initial five-year Implementation Plan for fiscal years 2011 to 2016. Then in May 2016, the Board adopted Resolution 16-11 approved the second Measure M five-year Implementation Plan for fiscal year 2017 through fiscal year 2021. The current plan provides an estimate of funds to be allocated to jurisdictions for local streets and roads, as well as establishes allocation percentages for administration and the countywide transportation programs. The allocations for the Countywide Transportation Programs were originally derived based on anticipated needs and estimated implementation cost to fund each respective programs and projects,

annually and over the five-year implementation period. It was envisioned that the Countywide Transportation Programs be re-evaluated at the end of every five years to determine whether the initial funding allocations were adequate, and whether adjustments are needed based on the actual expenditures incurred.

Assuming that annual revenue remains at approximately \$6.7 million, using the same allocation percentage established in previous plans, the table below shows an estimated funding by programmatic category. Please note that actual revenue will vary yearly.

**Estimated Measure M Funding By Program
Fiscal Year 2017/18 – 2020/21**

Program Description	Allocation	Annual Revenue (Million)	5-Year Revenue (Million)
▪ Program Administration	5% of total revenue	\$0.34	\$1.70
<i>Net Available for Current Programs (after Program Administration deduction)</i>			
▪ Local Streets and Roads	50%	\$3.18	\$15.90
▪ Transit Operations and/or Senior Transportation	22%	\$1.40	\$7.00
▪ Intelligent Transportation System (ITS) and Smart Corridors	10%	\$0.64	\$3.18
▪ Safe Routes to Schools (SRTS)	6%	\$0.38	\$1.90
▪ National Pollutant Discharge Elimination System (NPDES) and Municipal Regional Permit (MRP)	12%	\$0.76	\$3.82
	Total Revenue	\$6.70	\$33.50

For the next five-year implementation period, staff has determined consultant services will be needed to develop a strategic plan. The scope of work includes developing a current programs status report, identifying programs needs and priorities, making recommendations on resource needs and investment priorities, and outlining performance measures that can indicate program progress, both on an annual basis and at the end of a five-year period.

On April 16, 2020 the Congestion Management Program Technical Advisory Committee (TAC) reviewed and approved the scope of work for the Fiscal Year 2021/22 to 2025/26 Measure M Strategic Plan Request for Proposal.

In accordance with C/CAG’s Procurement Policy, a Request for Proposal (RFP) was released on

April 24, 2020, seeking a consultant to develop the Measure M 5-Year Strategic Plan. The RFP was posted on the C/CAG website as well as distributed via email to sixty-six (66) consultants in the C/CAG database. C/CAG received four (4) proposals by the May 21, 2020 deadline. The evaluation panel consisted of Reid Bogert, Sean Charpentier, Kaki Cheung, Kim Wever (C/CAG Staff), Brad Underwood (Director of Public Works, City of San Mateo) and Joe Hurley (Director, San Mateo County Transportation Authority Program). The evaluation panel reviewed and scored the four (4) proposals. The four (4) proposals were from Gray-Bowen Scott, Steer, Management Partners, and Regional Government Services. The evaluation panel selected the top three (3) scored firms (Gray-Bowen Scott, Steer, and Management Partners) to interview. The evaluation panel scored the interviews, and unanimously selected Steer as the most advantageous and highest valued firm to C/CAG for the development of the Measure M 5-Year Strategic Plan. The evaluation panel noted that some of Steer's strengths include creative ideas, understanding of the program, knowledge of the transportation industry, and engaging presentation and communication styles.

Recommendations

Based on a refinement of final scope of work and tasks, C/CAG staff and Steer negotiated a final cost of \$93,804. Staff requests Board approval to authorize the C/CAG Chair to execute an agreement with Steer to develop the Measure M 5-Year Strategic Plan at an amount not to exceed \$93,804.

ATTACHMENTS

1. Resolution 20-44
2. Draft Agreement (Available for review and download at <https://www.ccag.ca.gov/committees/board-of-directors/>)

RESOLUTION 20-44

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG CHAIR TO EXECUTE AN AGREEMENT WITH STEER FOR THE MEASURE M 5-YEAR STRATEGIC PLAN IN AN AMOUNT OF \$93,804.

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

WHEREAS, the C/CAG Measure M funds are derived from the imposition of ten dollars (\$10) Vehicle Registration Fee (VRF) annually on each motor vehicle registered in San Mateo County pursuant of California Government Code 65089.20; and

WHEREAS, Measure M was approved by the voters of San Mateo County on November 2, 2010, enabling C/CAG to generate an estimated \$6.7 million annually (May 2011 – April 2036) to help fund to fund transportation-related congestion mitigation and water pollution mitigation programs and projects for the 20 cities and the County; and

WHEREAS, in March 2011, the C/CAG Board approved the initial five-year Implementation Plan for fiscal years 2011 to 2016. Then in May 2016, the Board adopted Resolution 16-11 approving the second Measure M five-year Implementation Plan for fiscal year 2017 through fiscal year 2021; and

WHEREAS, C/CAG has determined the need for outside consultant services to develop a strategic plan for the next Measure M five-year implementation plan for fiscal year 2022 through fiscal year 2026; and

WHEREAS, through a Request for Proposal (RFP) process C/CAG has selected Steer to provide these services as outlined in the agreement.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute an agreement with Steer for the Measure 5-Year Strategic Plan in an amount of \$93,804. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED THIS 9TH DAY OF JULY 2020.

Marie Chuang, Chair

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 20-45 authorizing the Chair to execute the Cooperative Agreement between the California Department of Transportation (Caltrans), San Mateo County Transportation Authority (SMCTA) and City/ County Association of Governments of San Mateo County (C/CAG) for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project.

(For further information or questions, contact Van Dominic Ocampo at 650-599-1460)

RECOMMENDATION

That the City/ County Association of Governments of San Mateo County (C/CAG) Board of Directors review and approve Resolution 20-45 authorizing the Chair to execute the Cooperative Agreement between the California Department of Transportation (Caltrans), San Mateo County Transportation Authority (SMCTA) and C/CAG for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project.

FISCAL IMPACT

There is no Fiscal Impact to C/CAG's budget. The cost of the Toll System Integrator is funded through the overall US 101 Express Lanes Project budget.

SOURCE OF FUNDS

Measure A Funds.

BACKGROUND

The San Mateo 101 Express Lanes Project (Project) will result in the creation of 44 miles (22 miles in each direction) of new express lanes along the US 101 corridor in San Mateo County, between the San Mateo - Santa Clara County Line and Interstate 380 (I-380) in South San Francisco.

The Project has two components; the civil work, which involves the roadway infrastructure, and the toll system integration, which includes tolling hardware and software. Construction of the civil component is being managed by Caltrans and is well underway while Toll System design, installation, testing and implementation are being undertaken by BAIFA, the party that will be responsible for the operations of the Project. BAIFA has hired Transcore as its Toll System Integrator for the design, installation, testing and implementation of the Toll System.

C/CAG and SMCTA are co-sponsors of the Project and Caltrans is the owner/operator of the State

Highway System (SHS). The attached Cooperative Agreement will cover Caltrans's oversight and Quality Management Assessment (QMA) of Transcore's work within the SHS right-of-way. Caltrans' QMA will ensure that work is done in accordance with the applicable standards and the Project's Quality Management Plan (QMP).

ATTACHMENTS

1. Resolution 20-45
2. Cooperative Agreement between the California Department of Transportation (Caltrans), San Mateo County Transportation Authority (SMCTA) and City/ County Association of Governments of San Mateo County (C/CAG) for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project. *(The document is available for download at the C/CAG website at: <http://ccag.ca.gov/committees/board-of-directors/>)*

RESOLUTION 20-45

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE CHAIR TO EXECUTE THE COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF TRANSPORTATION (CALTRANS) AND THE SAN MATEO COUNTY TRANSPORTATION AUTHORITY (SMCTA) FOR CALTRANS TO PROVIDE TOLL SYSTEM INTEGRATION OVERSIGHT FOR THE US 101 EXPRESS LANES PROJECT

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

The C/CAG Board of Directors authorizes the Chair to execute the Cooperative Agreement between Caltrans, SMCTA and C/CAG for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project (Project).

WHEREAS, the Project will address congestion and improve mobility on US 101 by creating an express lane in each direction between the San Mateo/Santa Clara County Line and Interstate 380 in South San Francisco, and will incentivize the use of public transit, carpools, and other shared-ride options, while also creating a new revenue stream from individuals willing to pay a fee to drive in the express lanes, which will be available to fund additional transportation enhancements in the corridor; and

WHEREAS, the Project is comprised of two components 1) the civil work, which involves the roadway infrastructure, and 2) the toll system integration, which involves tolling hardware and software; and

WHEREAS, C/CAG and SMCTA desire for Bay Area Infrastructure Financing Authority (BAIFA) to undertake Toll System design, installation, testing and implementation; and

WHEREAS, BAIFA has hired Transcore to be the Toll System Integrator; and

WHEREAS, on June 11, 2020, C/CAG Board authorized the execution of the First Amended and Restated Cooperative Agreement between BAIFA, SMCEL-JPA, SMCTA and C/CAG to include toll system installation, testing and implementation to the design of the toll infrastructure for the Project; and

WHEREAS, Caltrans is the owner/operator of the State Highway System (SHS) and will perform quality management oversight for the Toll System Integration work within the SHS right-of-way.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute the Cooperative Agreement between Caltrans, SMCTA and C/CAG for Caltrans to provide Toll System Integration Oversight for the US 101 Express Lanes Project. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said Agreement prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY 2020.

Marie Chuang, Chair

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, 2020 is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

San Mateo County Transportation Authority, a public corporation/entity, referred to hereinafter as SMCTA, and:

City/County Association of Governments of San Mateo County, referred to hereinafter as C/CAG.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.
2. For the purpose of this AGREEMENT, *this project is a follow-up professional service contract system integration project for the express lane elements installed under EA 1J560 (on U.S. 101 from 0.3 miles north of San Antonio Road Interchange in Santa Clara County to 0.3 miles south of Grand Avenue Interchange in San Mateo County)* and will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the project initiation and approval documents (e.g. Project Study Report, Permit Engineering Evaluation Report, or Project Report).
3. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

4. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

- PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
- RIGHT-OF-WAY
- CONSTRUCTION

Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

5. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those illegal, inoperative, or unenforceable provisions will be automatically severed from this AGREEMENT.

Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

6. The following work associated with this PROJECT has been completed or is in progress:
 - SMCTA completed the Project Initiation Document (PID) and Supplemental PID on May 4, 2015 and June 3, 2016 respectively (Cooperative Agreement No.04-2407).
 - CALTRANS approved the Environmental Impact Report on October 31, 2018 (Cooperative Agreement No. 04-2595).
 - CALTRANS approved the Environmental Impact Statement on October 31, 2018 (Cooperative Agreement No. 04-2595).
 - CALTRANS completed the Project Report dated October 31, 2018 (Cooperative Agreement No. 04-2595).
 - CALTRANS completed the Plans, Specifications and Estimate on September 3, 2019 (Cooperative Agreement No. 04-2687). CALTRANS completed the R/W Certification on October 3, 2019 (Cooperative Agreement No. 04-2687).
 - CALTRANS selected and entered into a preconstruction services contract with CONSTRUCTION MANAGER/GENERAL CONTRACTOR on April 24, 2018. CONSTRUCTION MANAGER/GENERAL CONTRACTOR is defined as a business entity that is able to provide appropriately licensed contracting and engineering services as needed pursuant to a CONSTRUCTION MANAGER/GENERAL CONTRACTOR delivery method.
 - CALTRANS began construction in March 2019 on the southern segment of the PROJECT (from 0.3 miles north of San Antonio Road Interchange in Santa Clara County to Whipple Avenue in San Mateo County (Cooperative Agreement No. 04-2733).
 - CALTRANS will begin construction in February 2020 on the northern segment of the PROJECT (from 0.3 miles north of San Antonio Road Interchange in Santa Clara County to 0.3 miles south of Grand Avenue Interchange in San Mateo County (SM 101 PM 21.8) (Cooperative Agreement No. 2726).
7. PARTIES shall cause an operations and maintenance agreement to be executed, setting forth the responsibilities for maintenance for PROJECT and cost therefor.
8. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

9. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

10. SMCTA and C/CAG are equal SPONSORS for the WORK in this AGREEMENT.

Implementing Agency

11. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

- SMCTA is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

- SMCTA is the RIGHT OF WAY IMPLEMENTING AGENCY

RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

- SMCTA is the CONSTRUCTION IMPLEMENTING AGENCY.

CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

12. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.
13. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

14. Funding sources, PARTIES committing funds, funding amounts, and invoicing/payment details are documented in the Funding Summary section of this AGREEMENT.

PARTIES will amend this AGREEMENT by updating and replacing the Funding Summary, in its entirety, each time the funding details change. Funding Summary replacements will be executed by a legally authorized representative of the respective PARTIES. The most current fully executed Funding Summary supersedes any previous Funding Summary created for this AGREEMENT.

15. PARTIES will not be reimbursed for costs beyond the funds obligated in this AGREEMENT.

If an IMPLEMENTING AGENCY anticipates that funding for the WORK will be insufficient to complete the WORK, the IMPLEMENTING AGENCY will promptly notify the SPONSOR.

16. Unless otherwise documented in the Funding Summary, overall liability for project costs within a PROJECT COMPONENT will be in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.
17. Unless otherwise documented in the Funding Summary, any savings recognized within a PROJECT COMPONENT will be credited or reimbursed, when allowed by policy or law, in proportion to the amount contributed to that PROJECT COMPONENT by each fund type.

18. WORK costs, except those that are specifically excluded in this AGREEMENT, are to be paid from the funds obligated in the Funding Summary. Costs that are specifically excluded from the funds obligated in this AGREEMENT are to be paid by the PARTY incurring the costs from funds that are independent of this AGREEMENT.

CALTRANS' Quality Management

19. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way. WORK pertaining to toll system software, hardware, communications conductor splicing and system testing will be the responsibility of the IMPLEMENTING AGENCY, and it is not part of the QMA.
20. CALTRANS' Quality Management Assessment (QMA) efforts are to ensure that the IMPLEMENTING AGENCY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's quality management plan (QMP). QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

21. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.
22. IMPLEMENTING AGENCY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

CEQA/NEPA Lead Agency

23. CALTRANS is the CEQA Lead Agency for the PROJECT.
24. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

- 25. PARTIES will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to each PARTY’s responsibilities in this AGREEMENT.
- 26. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.
- 27. The PROJECT has already secured the following environmental permits/approvals:

ENVIRONMENTAL PERMITS/REQUIREMENTS
404, US Army Corps of Engineers
401, Regional Water Quality Control Board
Federal Endangered Species Act Consultation
BCDC Permit
National Pollutant Discharge Elimination System (NPDES), State Water Resources Control Board

Plans, Specifications, and Estimate (PS&E)

- 28. The PS&E IMPLEMENTING AGENCY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
- 29. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.15.10.xx Quality Management	Yes
255.15 Environmental Re-evaluation	Yes

30. IMPLEMENTING AGENCY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

IMPLEMENTING AGENCY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

31. IMPLEMENTING AGENCY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

32. The RIGHT-OF-WAY IMPLEMENTING AGENCY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

33. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.25.10.xx Quality Management	Yes

34. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.
35. IMPLEMENTING AGENCY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

36. IMPLEMENTING AGENCY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

37. IMPLEMENTING AGENCY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

38. Acquisition of right-of-way will not occur prior to the approval of the environmental document without written approval from the CEQA Lead Agency.

39. IMPLEMENTING AGENCY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

IMPLEMENTING AGENCY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

40. If IMPLEMENTING AGENCY acquires any right-of-way to be incorporated into the State Highway System, IMPLEMENTING AGENCY will first acquire in its own name.

If CALTRANS acquires any right-of-way, CALTRANS will first acquire in IMPLEMENTING AGENCY's name.

Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

41. IMPLEMENTING AGENCY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

IMPLEMENTING AGENCY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

IMPLEMENTING AGENCY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

42. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.
43. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by IMPLEMENTING AGENCY verifying that the title is free of all encumbrances and liens. Upon acceptance, IMPLEMENTING AGENCY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.
44. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

45. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.
46. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)	AGREEMENT Funded Cost
100.20.10.xx Quality Management	Yes
COZEEP*	Yes

*Construction Zone Enhancement Enforcement Program (COZEEP) Services -
this is an interagency Agreement between CALTRANS and the California Highway Patrol (CHP) for traffic control and enforcement during construction of highway projects. By using CHP officers within our work zones, the safety of CALTRANS employees and the traveling public is enhanced. COZEEP is used when the Resident Engineer requests CHP service during lane closures on the freeway, and it is paid for from the project cost under Department Furnished Material.

47. CALTRANS will not issue an encroachment permit to IMPLEMENTING AGENCY for construction work until the following conditions are met:
 - CALTRANS accepts the final plans, specifications, and estimate
 - CALTRANS accepts the Right-of-Way Certification
 - A required operations and maintenance agreement for the work is executed.
48. IMPLEMENTING AGENCY will cause the Bay Area Infrastructure Finance Authority to require their toll system integrator professional service contractor to furnish payment and performance bonds naming SMCTA as obligee, and C/CAG and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.
49. IMPLEMENTING AGENCY accepts responsibility to administer the toll system integration contract.
50. CALTRANS will not issue an encroachment permit to IMPLEMENTING AGENCY's construction contractor until CALTRANS accepts:
 - The payment and performance bonds
 - The CONSTRUCTION Quality Management Plan
51. The CONSTRUCTION Quality Management Plan (QMP) will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection QMP is subject to review and approval by the State Materials Engineer.

52. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations IMPLEMENTING AGENCY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.
53. IMPLEMENTING AGENCY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.
54. CALTRANS will review and concur with:
 - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.
 - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).
55. IMPLEMENTING AGENCY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. CALTRANS will provide Quality Management Assessment (QMA) for the claims process.
56. IMPLEMENTING AGENCY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. IMPLEMENTING AGENCY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.
57. IMPLEMENTING AGENCY will submit a written request to CALTRANS for any Department Furnished Materials (DFM) identified in the PROJECT plans, specifications, and estimate a minimum of 45 working days prior to the construction contract start of work. IMPLEMENTING AGENCY will submit a written request to CALTRANS for any additional DFM deemed necessary during PROJECT construction.

CALTRANS will make the DFM available at a CALTRANS-designated location.

58. Maintenance of sections of highway facilities that are outside of the actual areas of planned work where no alterations, modifications, or replacement to these facilities are to be done as part of the construction contract is the responsibility of CALTRANS, except for repair or damage due to the SMCTA's and C/CAG's operations. Any State facilities that are damaged due to SMCTA and C/CAG operations shall be repaired or replaced by SMCTA and C/CAG at its expense. SMCTA and C/CAG are responsible for maintenance of the State Highway System (SHS) only where alterations, modifications, or replacement to these facilities are to be done as part of the construction contract until CALTRANS approves a request from SMCTA and C/CAG for relief from maintenance of PROJECT or a portion thereof.

59. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

60. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, IMPLEMENTING AGENCY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, IMPLEMENTING AGENCY will provide one set of As-Built plans and addenda in TIFF format.

The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

61. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.
62. The IMPLEMENTING AGENCY for each PROJECT COMPONENT will furnish PARTIES with written monthly progress reports during the completion of the WORK.

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Additional Provisions

Standards

63. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users' Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

64. CALTRANS retains the right to reject noncompliant WORK. IMPLEMENTING AGENCY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

65. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

66. PARTIES have completed selection of consultants to participate in the WORK.

Encroachment Permits

67. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. IMPLEMENTING AGENCY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to IMPLEMENTING AGENCY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.
68. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

69. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

70. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.
71. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

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

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

The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

73. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.
74. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

CALTRANS will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the existing State Highway System right-of-way with funds that are independent of the funds obligated in this AGREEMENT.

75. If HM-1 is found within the PROJECT limits and outside the existing State Highway System right-of-way, responsibility for such HM-1 rests with the owner(s) of the parcel(s) on which the HM-1 is found. IMPLEMENTING AGENCY, in concert with the local agency having land use jurisdiction, will ensure that HM-1 MANAGEMENT is undertaken with minimum impact to PROJECT schedule.

The cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way will be paid from funds that are independent of the funds obligated in this AGREEMENT and will be the responsibility of the owner(s) of the parcel(s) where the HM-1 is located.

76. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

IMPLEMENTING AGENCY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and IMPLEMENTING AGENCY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. IMPLEMENTING AGENCY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

77. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

78. Any PARTY that is responsible for completing WORK may accept, reject, compromise, settle, or litigate claims arising from the WORK without concurrence from the other PARTY.
79. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.
80. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

Accounting and Audits

81. PARTIES will maintain, and will ensure that any consultant hired by PARTIES to participate in WORK will maintain, a financial management system that conforms to Generally Accepted Accounting Principles (GAAP), and that can properly accumulate and segregate incurred PROJECT costs and billings.

82. PARTIES will maintain and make available to each other all WORK-related documents, including financial data, during the term of this AGREEMENT.

PARTIES will retain all WORK-related records for three (3) years after the final voucher.

PARTIES will require that any consultants hired to participate in the WORK will comply with this Article.

83. PARTIES have the right to audit each other in accordance with generally accepted governmental audit standards.

CALTRANS, the State Auditor, FHWA (if the PROJECT utilizes federal funds), SMCTA and C/CAG will have access to all WORK -related records of each PARTY, and any consultant hired by a PARTY to participate in WORK, for audit, examination, excerpt, or transcription.

The examination of any records will take place in the offices and locations where said records are generated and/or stored and will be accomplished during reasonable hours of operation. The auditing PARTY will be permitted to make copies of any WORK-related records needed for the audit.

The audited PARTY will review the draft audit, findings, and recommendations, and provide written comments within thirty (30) calendar days of receipt.

Upon completion of the final audit, PARTIES have forty-five (45) calendar days to refund or invoice as necessary in order to satisfy the obligation of the audit.

Any audit dispute not resolved by PARTIES is subject to mediation. Mediation will follow the process described in the General Conditions section of this AGREEMENT.

84. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

85. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

86. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

87. The cost of awards, judgements, or settlements generated by the WORK are to be paid from the funds obligated in this AGREEMENT.
88. The cost of legal challenges to the environmental process or documentation may be paid from the funds obligated in this AGREEMENT.
89. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

90. IMPLEMENTING AGENCY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. SMCTA and C/CAG will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

Environmental Compliance

91. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

Venue

92. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

93. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

94. Neither CALTRANS, C/CAG, nor any of their respective officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon SMCTA under this AGREEMENT. It is understood and agreed that SMCTA, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, C/CAG, and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by SMCTA, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

95. Neither SMCTA, C/CAG, nor any of their respective officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless SMCTA, C/CAG, and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.
96. Neither CALTRANS, SMCTA, nor any of their respective officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by C/CAG, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon C/CAG under this AGREEMENT. It is understood and agreed that C/CAG, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS, SMCTA, and all of their respective officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by C/CAG, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

97. PARTIES do not intend this AGREEMENT to create a third party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.
98. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

99. SMCTA and C/CAG will not interpret any ambiguity contained in this AGREEMENT against CALTRANS. SMCTA and C/CAG waives the provisions of California Civil Code, Section 1654.

A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

100. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

101. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

102. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director, the Executive Director of C/CAG and the Executive Officer of SMCTA will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

103. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

104. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

Contact Information

CALTRANS

Mohammad Suleiman, Project Manager
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Oakland, CA 94612
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Email: mohammad_suleiman@dot.ca.gov

SAN MATEO COUNTY TRANSPORTATION AUTHORITY

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Program Director
1250 San Carlos Avenue
San Carlos, CA 94070
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Email: hurleyj@samtrans.com

CITY/COUNTY ASSOCIATION OF GOVERNMENTS

SAN MATEO COUNTY

Van Dominic Ocampo, P.E.
Transportation Systems Coordinator
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Redwood City, CA 94603-1665
Office Phone: (650) 559-1460
Email: vocampo@smcgov.org

SIGNATURES

PARTIES are empowered by California Streets and Highways Code to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

Signatories may execute this AGREEMENT through individual signature pages provided that each signature is an original. This AGREEMENT is not fully executed until all original signatures are attached.

**STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION**

Helena (Lenka) Culik-Caro
Deputy District Director, Design

**VERIFICATION OF FUNDS AND
AUTHORITY:**

Jeffrey Armstrong
District Budget Manager

Approved as to form and procedure:

Attorney
Department of Transportation

**CERTIFIED AS TO FINANCIAL TERMS
AND POLICIES:**

Nadine Karavan
HQ Accounting Supervisor

**SAN MATEO COUNTY
TRANSPORTATION AUTHORITY**

Jim Hartnett
Executive Director

Attest:

Dora Seamans
Authority Secretary

Approved as to form and procedure:

Joan Cassman
Attorney

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

Marie Chuang
Chair

Attest:

Mima Guilles
Secretary of the Board

Approved as to form and procedure:

Melissa Andrikopoulos
Legal Counsel

DRAFT

FUNDING SUMMARY NO. 01

<u>FUNDING TABLE</u> v. 122								
<u>IMPLEMENTING AGENCY</u> →			<u>SMCTA</u>	<u>SMCTA</u>		<u>SMCTA</u>		Totals
Source	Party	Fund Type	PS&E	R/W SUPPORT	R/W CAPITAL	CONST. SUPPORT	CONST. CAPITAL	
LOCAL	SMCTA	Local	3,200,000	15,000	5,000	3,100,000	38,680,000	45,000,000
Totals			3,200,000	15,000	5,000	3,100,000	38,680,000	45,000,000

<u>SPENDING SUMMARY</u> v 22121										
Fund Type	PS&E		R/W SUPPORT		R/W CAPITAL	CONST. SUPPORT		CONST. CAPITAL		Totals
	CALTRANS	<u>SMCTA</u>	CALTRANS	<u>SMCTA</u>	CALTRANS	CALTRANS	<u>SMCTA</u>	CALTRANS	<u>SMCTA</u>	
Local	300,000	2,900,000	15,000	0	5,000	300,000	2,800,000	1,500,000*	37,180,000	45,000,000
Totals	300,000	2,900,000	15,000	0	5,000	300,000	2,800,000	1,500,000*	37,180,000	45,000,000

*COZEEP COSTS

Funding

1. If there are insufficient funds available in this AGREEMENT to place the PROJECT right-of-way in a safe and operable condition, the appropriate IMPLEMENTING AGENCY will fund these activities until such time as PARTIES amend this AGREEMENT.

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

2. If there are insufficient funds in this AGREEMENT to implement the obligations and responsibilities of this AGREEMENT, including the applicable commitments and conditions included in the PROJECT environmental documentation, permits, agreements, and/or approvals that are in effect at a time that WORK stops, each PARTY accepts responsibility to fund their respective WORK until such time as PARTIES amend this AGREEMENT.

Each PARTY may request reimbursement for these costs during the amendment process.

ICRP Rate

3. The cost of any engineering support performed by CALTRANS includes all direct and applicable indirect costs. CALTRANS calculates indirect costs based solely on the type of funds used to pay support costs. State and federal funds administered by CALTRANS are subject to the current Program Functional Rate. All other funds are subject to the current Program Functional Rate and the current Administration Rate. The Program Functional Rate and Administration Rate are adjusted periodically.

In accordance with California Senate Bill 848, the Administration Rate is capped at 10 percent until July 1, 2021, for Self-Help Counties with a countywide sales tax measure dedicated to transportation improvements.

Invoicing and Payment

4. PARTIES will invoice for funds where the SPENDING SUMMARY shows that one PARTY provides funds for use by another PARTY. PARTIES will pay invoices within forty-five (45) calendar days of receipt of invoice when not paying with Electronic Funds Transfer (EFT). When paying with EFT, SMCTA will pay invoices within five (5) calendar days of receipt of invoice.

5. If SMCTA has received EFT certification from CALTRANS then SMCTA will use the EFT mechanism and follow all EFT procedures to pay all invoices issued from CALTRANS.
6. When a PARTY is reimbursed for actual cost, invoices will be submitted each month for the prior month's expenditures. After all PROJECT COMPONENT WORK is complete, PARTIES will submit a final accounting of all PROJECT COMPONENT costs. Based on the final accounting, PARTIES will invoice or refund as necessary to satisfy the financial commitments of this AGREEMENT.

Plans, Specifications, and Estimate (PS&E)

7. CALTRANS will invoice SMCTA for a \$ 20,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of PS&E support expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will submit to SMCTA monthly invoices for estimated monthly costs based on the prior month's expenditures.

After PARTIES agree that all WORK for PROJECT is complete, CALTRANS will furnish SMCTA a final accounting of all costs with a detailed statement of CALTRANS' fees, and other related expenses. After completion of the final accounting, CALTRANS will refund or invoice SCMTA as necessary in order to satisfy the financial commitment of this AGREEMENT.

RIGHT-OF-WAY Support

8. CALTRANS will invoice SMCTA for a \$5,000 initial deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of R/W expenditures. This deposit represents two (2) months' estimated costs.

Thereafter, CALTRANS will submit to SMCTA monthly invoices for estimated monthly costs based on the prior month's expenditures.

RIGHT-OF-WAY Capital

9. CALTRANS will invoice SMCTA for a fixed amount as a lump sum of \$ 5,000 after execution of this AGREEMENT and forty-five (45) working days prior to the commencement of R/W CAPITAL expenditures.

After PARTIES agree that all WORK for PROJECT is complete, CALTRANS will furnish SMCTA a final accounting of all costs with a detailed statement of CALTRANS' fees and other related expenses. After completion of the final accounting, CALTRANS will refund or invoice SMCTA as necessary in order to satisfy the financial commitment of this AGREEMENT.

CONSTRUCTION Support

10. CALTRANS will invoice SMCTA \$20,000 as initial deposit for QMA upon execution of this AGREEMENT. Thereafter, CALTRANS shall invoice, and SMCTA shall reimburse, for actual costs of CALTRANS QMA up to the maximum amount of \$300,000.

After PARTIES agree that all WORK for PROJECT is complete, CALTRANS will furnish SMCTA a final accounting of all costs with a detailed statement of CALTRANS' fees, and other related expenses. After completion of the final accounting, CALTRANS will refund or invoice SCMTA as necessary in order to satisfy the financial commitment of this AGREEMENT.

CONSTRUCTION Capital

11. CALTRANS will invoice SMCTA for a \$5000 advance deposit after execution of this AGREEMENT and thirty (30) working days prior to the commencement of CONSTRUCTION CAPITAL expenditures. This deposit represents one month' estimated costs.

Thereafter, CALTRANS will submit to SMCTA monthly invoices for estimated monthly costs based on the prior month's expenditures.

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 20-46 authorizing the C/CAG Executive Director to execute Amendment No. 2 to the Model Use Agreements between C/CAG and six consulting firms for use of the C/CAG-VTA San Mateo Countywide Transportation Model for a one-year time extension with no additional cost.

(For further information or questions, contact Jeff Lacap at 650-599-1455)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 20-46 authorizing the C/CAG Executive Director to execute Amendment No. 2 to the Model Use Agreements between C/CAG and six consulting firms for use of the C/CAG-VTA San Mateo Countywide Transportation Model for a one-year time extension with no additional cost.

FISCAL IMPACT

None. Execution of the model use agreements authorizes use of the C/CAG-VTA San Mateo Countywide Transportation Model by designated transportation firms for transportation planning and analysis projects in San Mateo County. Individual project sponsors will establish funding agreements to pay for modeling services separately.

SOURCE OF FUNDS

N/A

BACKGROUND

Congestion Management Program legislation requires that C/CAG, as the congestion management agency for San Mateo County, develop and maintain a countywide travel demand model. C/CAG licenses the countywide travel demand model for San Mateo County from the Santa Clara Valley Transportation Authority (VTA), which maintains a travel demand model that is optimized for the counties of Santa Clara and San Mateo and accounts for transportation impacts from neighboring counties and regional commute sheds (the “C/CAG-VTA Model”).

Through a Request for Qualifications (RFQ) process conducted in 2014, C/CAG has agreements in place with six consulting firms in addition to VTA to operate the C/CAG-VTA Model:

- AECOM,
- Cambridge Systematics,
- DKS Associates,
- Fehr & Peers,

- Kittleson & Associates, and
- TJKM

The C/CAG Board approved Resolution 14-35 on August 14, 2014 authorizing Model Use Agreements between C/CAG and the consulting firms. On July 13, 2017, the C/CAG Board approved Resolution 17-34 authorizing Amendment No. 1 for a 3-year time extension only. C/CAG Staff recommends continuing the agreement with the six consultants for an additional year to continue to operate the C/CAG-VTA Model. Only VTA and the firms listed above are authorized to operate the C/CAG-VTA Model.

The C/CAG-VTA Model is a four-step travel demand model implemented in Citilabs Cube Voyager software that is based on the BAYCAST-90 travel forecasting system previously used by the Metropolitan Transportation Commission (MTC). In fall 2020, C/CAG staff proposes to issue a second RFQ to recruit qualified consultants prior to the expiration of Amendment No. 2 in August 2021.

ATTACHMENTS

1. Resolution 20-46
2. Amendment No.2 to the Agreement Between the City/County Association of Governments of San Mateo County and (Name of Firm) for Use of the C/CAG-VTA San Mateo Countywide Transportation Model

RESOLUTION 20-46

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY AUTHORIZING THE C/CAG EXECUTIVE DIRECTOR TO EXECUTE AMENDMENT NO. 2 TO THE MODEL USE AGREEMENTS BETWEEN C/CAG AND SIX CONSULTING FIRMS FOR USE OF THE C/CAG-VTA SAN MATEO COUNTYWIDE TRANSPORTATION MODEL FOR A ONE-YEAR TIME EXTENSION WITH NO ADDITIONAL COST

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 County Transportation Agency responsible for the development and implementation of the Congestion Management Program for San Mateo County; and

WHEREAS, C/CAG has need of a transportation forecasting model in order to develop travel demand analysis for San Mateo County; and

WHEREAS, C/CAG and the Santa Clara Valley Transportation Authority (“VTA”) are parties to an agreement originally dated March 18, 2011 (the “C/CAG-VTA Model Agreement”) that allows C/CAG to license from VTA a software forecasting model of the transportation system of the San Francisco Bay Area that is optimized for Santa Clara and San Mateo counties and accounts for transportation impacts from neighboring counties and regional commute sheds (the “C/CAG-VTA Model”); and

WHEREAS, on March 13, 2014, the C/CAG Board approved Resolution 14-06 approving Amendment No. 1 authorizing a three-year extension of the C/CAG-VTA Model Agreement in 2014; and

WHEREAS, on March 9, 2017, the C/CAG Board approved Resolution 17-06 approving Amendment No. 2 authorizing an additional three-year extension of the C/CAG-VTA Model Agreement; and

WHEREAS, on May 14, 2020, the C/CAG Board approved Resolution 20-16 approving Amendment No. 3 authorizing an additional three-year extension of the C/CAG-VTA Model Agreement expiring in 2022; and

WHEREAS, C/CAG organized a competitive process to pre-qualify transportation planning firms to run and operate the C/CAG-VTA Model in 2014; and

WHEREAS, AECOM; Cambridge Systematics, Inc.; DKS Associates; Fehr & Peers; Kittelson & Associates, Inc.; and TJKM Transportation Consultants were the six firms recommended and approved to be pre-qualified (“Designated Transportation Planning Firms”); and

WHEREAS, C/CAG created terms of use in order to authorize use of the C/CAG-VTA Model by the Designated Transportation Planning Firms to provide travel demand simulation and forecasting services to C/CAG and its Member Agencies, C/CAG Planning partners (including Caltrain JPB, SamTrans, the San Mateo County Transportation Authority), and consultants under contract with C/CAG or its Member Agencies and Planning partners (collectively the “C/CAG Users”), and

WHEREAS, on August 14, 2014, C/CAG approved Resolution 14-35 authorizing Model Use Agreements between C/CAG and the Designated Transportation Planning Firms; and

WHEREAS, on July 13, 2017, C/CAG approved Resolution 17-34 authorizing Amendment No. 1 to the Model Use Agreements between C/CAG and the Designated Transportation Planning Firms for a 3-year time extension only; and

WHEREAS, C/CAG's agreement with the Designated Transportation Planning Firms ends on August 31, 2020; and

WHEREAS, C/CAG and the Designated Transportation Planning Firms desire to extend the option to continue to exclusively run the C/CAG-VTA Model for one additional year.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that the Chair is authorized to execute Amendment No. 2 to the Model Use Agreements between C/CAG and six consulting firms for use of the C/CAG-VTA San Mateo Countywide Transportation Model for a one-year time extension with no additional cost.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY 2020.

Marie Chaung, Chair

**AMENDMENT NO. 2 TO THE AGREEMENT
BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
(Name of Firm)**

WHEREAS, the City/County Association of Governments of San Mateo County (hereinafter referred to as "C/CAG") and (Name of Firm) (hereinafter referred to as "Contractor") are parties to an Agreement dated (Date of Agreement), Between the City/County Association of Governments of San Mateo County and (Name of Firm) for Use of the C/CAG-VTA San Mateo Countywide Transportation Model (the "Agreement"); and

WHEREAS, on July 13, 2017 C/CAG approved Resolution 17-34 authorizing Amendment No. 1 to the Model Use Agreements between C/CAG and the Designated Transportation Planning Firms for a 3-year time extension only; and

WHEREAS, the Amendment No. 1 indicated a completion date of August 31, 2020; and

WHEREAS, C/CAG desires to extend the C/CAG-VTA Model Agreement by one year to authorize the use of the C/CAG-VTA San Mateo Countywide Transportation Model; and

WHEREAS, C/CAG and Contractor desire to amend the Agreement as set forth herein.

IT IS HEREBY AGREED by C/CAG and Contractor as follows:

1. The Agreement shall terminate on August 31, 2021.
2. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
3. This amendment shall take effect upon execution by both parties.

City/County Association of Governments
(C/CAG)

(Name of Firm)

Sandy Wong, C/CAG Executive Director

By
Title:_____

Date: _____

Date: _____

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, C/CAG Executive Director

Subject: Review and approval of Resolution 20-47, authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Gray Bowen Scott for on-call consultant services for Federal and State funded project coordination and grant administration for a 2-year time extension with no additional cost.

(For further information or questions, contact Jeff Lacap 650-599-1455)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 20-47, authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Gray Bowen Scott for on-call consultant services for Federal and State funded project coordination and grant administration for a 2-year time extension with no additional cost.

FISCAL IMPACT

None. There is no fiscal impact. The requested action is a time extension only.

SOURCE OF FUNDS

Funding will come from C/CAG's allocated share of the Metropolitan Transportation Commission (MTC) planning and programming funds, from State Transportation Improvement Program Planning Programming and Monitoring (STIP PPM) funds, and C/CAG member contributions.

BACKGROUND

C/CAG, acting as the County Transportation Agency (CTA), is the MTC delegated agency responsible for the planning, project selection, programming, and monitoring of certain County's share of federal and state transportation funding.

CTA's are delegated program administration of programming policies adopted by MTC for both Federal and State funding. CTA's are involved with ensuring that outreach requirements are met, that project sponsors meet minimum eligibility requirement, and that proposed projects are consistent with federal, state, and regional program requirements.

C/CAG is responsible for planning and programming the overall delivery of this county's federal transportation funds as well as monitoring of Caltrans administered programs (highway bridge program and local safety program). C/CAG staff must take corrective action when projects are at risk of not delivering within the regional and state deadlines. C/CAG also monitors the invoicing activity

of project sponsors to ensure that transportation funds are not rescinded due to inactivity.

C/CAG is also responsible for programming and facilitating the delivery of projects associated with the State Transportation Improvement Program (STIP). This involves working with Caltrans and stakeholders on developing and delivering major state highway improvement projects.

On July 13, 2017, the C/CAG Board approved a three year on-call contract for project coordination services with Gray Bowen Scott (GBS), expiring on August 31, 2020. The original agreement with GBS specified on-call services on a task order basis in an amount not to exceed \$400,000 total for a three-year term. To date, C/CAG has expended approximately \$231,000 of these services, and it is anticipated that these amounts need not be adjusted.

This amendment will extend the agreement with Gray Bowen Scott until June 30, 2022 to assist C/CAG staff with the performance of CTA delegated responsibilities.

ATTACHMENTS

1. Resolution 20-47
2. Amendment No.1 to the Agreement Amendment No. 1 to the Agreement with Gray Bowen Scott for on-call consultant services for Federal and State funded project coordination and grant administration (The document is available for download at the C/CAG website at: <http://ccag.ca.gov/committees/board-of-directors/>)

RESOLUTION 20-47

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 AMENDMENT NO. 1 WITH GRAY BOWEN SCOTT FOR ON-CALL CONSULTANT SERVICES FOR FEDERAL AND STATE FUNDED PROJECT COORDINATION AND GRANT ADMINISTRATION UNTIL JUNE 30, 2022 WITH NO ADDITIONAL COST

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

WHEREAS, C/CAG is a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the County Transportation Agency (CTA) for San Mateo County; and

WHEREAS, C/CAG, acting as the CTA is responsible for project selection, programming, and overall program delivery of federal aid and state transportation funds received by the County; and

WHEREAS, at its July 13, 2017 meeting, the C/CAG Board approved Resolution 17-32 authorizing the agreement between C/CAG and Gray Bowen Scott (GBS) for on-call consultant services to assist C/CAG staff with the performance of CTA delegated responsibilities; and

WHEREAS, C/CAG's agreement with GBS expires August 31, 2020; and

WHEREAS, C/CAG has determined that adequate funds remain on the contract and no additional cost is needed; and

WHEREAS, C/CAG and GBS desire to extend the term of the Agreement to retain GBS until June 30, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute Amendment No. 1 to the agreement with Gray Bowen Scott for on-call consultant services for Federal and State funded project coordination and grant administration for a no-cost time extension until June 30, 2022. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final scope and terms of the Agreement and related materials prior to execution by both parties, subject to legal counsel approval as to form.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY 2020.

Marie Chaung, Chair

**AMENDMENT NO. 1 TO THE AGREEMENT
BETWEEN THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF
SAN MATEO COUNTY AND GRAY BOWEN SCOTT FOR ON CALL CONSULTANT
SERVICES FOR FEDERAL AND STATE FUNDED PROJECT COORDINATION AND
GRANT ADMINISTRATION FOR A TIME EXTENSION UNTIL JUNE 30, 2022 WITH
NO ADDITIONAL COST**

This Amendment No. 1 to the Agreement between the City/County Association of Governments of San Mateo County and William R. Gray and Company, dba Gray Bowen Scott (“Agreement”) is entered into by and between the City/County Association of Governments of San Mateo County, a joint powers agency designated by the Metropolitan Transportation Commission (MTC) as the County Transportation Agency (CTA) for San Mateo County (“C/CAG”) and Gray Bowen Scott (“Consultant”), referred to as “LOCAL AGENCY” and “CONSULTANT” in the Agreement. C/CAG and Consultant shall be known as the Parties.

WITNESSETH

WHEREAS, C/CAG and Consultant entered into the Agreement on September 1, 2017 for a term extending to August 31, 2020, and an amount not-to-exceed \$400,000; and

WHEREAS, the Agreement provides that Consultant will provide on call project coordination services (“Services”) as needed to assist staff with CTA delegated responsibilities and the delivery of programs and projects that utilize federal and/ or state funds received by the County; and

WHEREAS, C/CAG has determined that continued Services are required beyond the contract termination date of August 31, 2020; and

WHEREAS, C/CAG has determined that adequate funds remain on the contract and no additional cost is needed to continue Services; and

WHEREAS, C/CAG and Consultant desire to extend term of the Agreement to June 30, 2022.

WHEREAS, the Consultant has reviewed and accepted this Amendment.

NOW, THEREFORE, IT IS HEREBY AGREED by the C/CAG and Consultant that:

1. Article IV Performance Period shall be amended as follows (additions in *italics*, deletions in ~~strike through~~):
 - A. This contract shall go into effect on September 1, 2017, contingent upon approval by LOCAL AGENCY, and CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator. The contract shall end on ~~August 20, 2017~~ *June 30, 2022*, unless extended by contract amendment.
2. Full Force and Effect. All other provisions of the Agreement shall remain in full force and effect.
3. Effective Date. This Amendment shall take effect upon signature by both Parties.

IN WITNESS WHEREOF, C/CAG and CONSULTANT, by their duly authorized representatives, have affixed their hands.

Signatures of parties on following page.

Gray Bowen Scott (Consultant)

By: Leo Scott

Date:

City/County Association of Governments (C/CAG)

By: Marie Chaung, C/CAG Chair

Date:

C/CAG Legal Counsel

By: Melissa Andrikopoulos

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Receive an update of the San Mateo County project list submitted for the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) also known as Plan Bay Area 2050.

(For further information or questions contact Jeff Lacap at 650-599-1455)

RECOMMENDATION

That the C/CAG Board receive an update of the San Mateo County project list submitted for the Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS) also known as Plan Bay Area 2050.

FISCAL IMPACT

N/A.

SOURCE OF FUNDS

N/A

BACKGROUND

Metropolitan Transportation Commission (MTC) is continuing the update of its long-range Regional Transportation Plan/Sustainable Communities Strategy (RTP/SCS), to be adopted in the summer of 2021. The RTP/SCS, also known as Plan Bay Area 2050, will detail how the San Francisco Bay Area's transportation system will be maintained, improved and expanded to the horizon year of 2050. The Plan Bay Area is updated every four (4) years and typically with no mid-term amendment. The last RTP/SCS update was performed in 2017.

Plan Bay Area 2050 is a state-mandated, integrated long-range transportation, land-use and housing plan that will support a growing economy, provide housing and transportation choices, and reduce transportation-related pollution in the San Francisco Bay Area. It is important to note that Plan Bay Area 2050 will not make any funding commitment towards any specific transportation projects but sets a high-level roadmap for future transportation investments.

San Mateo County's Fiscally Constrained List of Projects of Programmatic Categories

In Spring 2019, The Metropolitan Transportation Commission (MTC) requested the assistance of each

of the nine Bay Area Congestion Transportation Agencies (CTA's) to coordinate transportation project submittals for their county. C/CAG is the designated CTA for San Mateo County. Projects/programs seeking future regional, state or federal funding through the planning horizon year of 2050 must be submitted for consideration in the adopted plan.

As required by federal and state planning regulations, Plan Bay Area 2050 will be a fiscally constrained plan. This means the proposed transportation project costs cannot exceed the reasonably expected transportation revenues forecasted over the planning horizon.

On March 4, 2019, MTC adopted guidance for the request for regionally-significant transportation projects. Regionally significant project means a transportation project that is adding capacity to a facility which serves regional transportation needs.

On June 13, 2019 the C/CAG Board adopted Resolution 19-51 endorsing a list of 32 regionally significant projects submitted to MTC for project performance review and to be considered for inclusion in Plan Bay Area 2050.

On January 2, 2020, MTC staff provided the revised revenue forecast and projections, and that San Mateo County's combined total budget for both regionally-significant and programmatic investments is \$5.261 billion. Programmatic Investments are a collection of like transportation projects (other than regionally significant projects) identified by a single listing in the Plan, often grouped by purpose and geography (e.g. pavement preservation, bicycle/pedestrian facilities, intersection improvements). Projects that are considered Programmatic Investments do not have to be submitted for individual listing.

On April 9, 2020, the C/CAG Board adopted Resolution 20-12 endorsing a fiscally constrained list of transportation projects and programmatic categories submitted to MTC for the update of Plan Bay Area 2050. See April 9, 2020 Agenda item 6.4 for more information: <https://ccag.ca.gov/wp-content/uploads/2020/04/040920-CCAG-Board-Agenda.pdf>

In addition, the revenue forecast has been split into two 15-year periods ("bins"): revenues generated from FY2020-21 through FY2034-35 ("Bin 1") and revenues generated from FY2035-36 to FY2049-50 ("Bin 2"), which coincide with state mandated greenhouse gas emissions reduction timelines. Projects were sorted into the Bins based on their respective completion date.

Project Performance Assessment

Transformative, multi-county projects, and projects with a cost over \$250 million were modeled and analyzed during the Project Performance Assessment by MTC in late 2019. Projects that had performance deficiencies developed collaborative solutions with MTC through a commitment letter to address those project performance deficiencies in April 2020 in order to be included in Plan Bay Area 2050. The project sponsors also were able to provide a regional discretionary funding request in their commitment letters.

After receiving the commitment letters, MTC considered how to assign regional discretionary funding both to these projects as well as strategies that MTC is testing as part of the Final Blueprint of Plan Bay Area 2050. The strategies MTC is considering that are most relevant to transportation investment tradeoffs include balancing expansion of the system and operation and maintaining the existing system, low-income fare discounts or programs, and tolling. These various scenarios will significantly impact

the amount of regional discretionary funding available for projects. Furthermore, the MTC has projected a \$11 billion reduction in funding throughout the region of the 30-year planning period due to the COVID-19 Crisis.

In June 2020, MTC provided initial staff recommendations of “include”, “consider”, or “exclude” on the following projects that submitted commitment letters:

- Regional Network of Express Lanes (includes EL between I-380 and San Francisco County line) - ***Include***, contingent upon commitment to equity programs. (Note: The San Mateo County Express Lane JPA is working on an Equity Study that will prepare equity program options by March/April 2021.)
- Dumbarton Rail Corridor – Submitted by SamTrans – ***Consider***
- Caltrain Enhanced Growth Scenario – Submitted by Caltrain – ***Consider***
- Regional Hovercraft Ferry Network – Submitted by City of Foster City – ***Exclude***
- Muni Metro T-Third Extension to South San Francisco – Submitted by City of San Francisco - ***Exclude***

MTC is working with the Project Sponsors for projects that are in the “consider” category to identify additional solutions to the challenges that were identified. The San Mateo County projects that were recommended by MTC as “exclude” (Regional Hovercraft Ferry Network and Muni Metro T-Third Extension to South San Francisco) will still be incorporated in Plan Bay Area 2050 through the San Mateo County project list.

As of the writing of this staff report, MTC has not provided the initial regional discretionary funding amount recommendations to the projects with a “consider” rating. However, if the regional discretionary funding recommendations were to have a material effect the San Mateo County project list, staff will provide an update and next steps at the July 9, 2020 C/CAG Board meeting.

ATTACHMENTS

None

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 20-48 authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Econolite Systems Inc. for Smart Corridor Maintenance services, extending the project performance by two years and adding \$520,000 to the Agreement.

(For further information, contact Kaki Cheung at 650-363-4105)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 20-48 authorizing the C/CAG Chair to execute Amendment No. 1 to the Agreement with Econolite Systems Inc. for Smart Corridor maintenance services, extending the project performance period by two years and adding \$520,000 to the Agreement.

FISCAL IMPACT

Staff recommends adding an amount of \$520,000 to the Econolite Systems Inc. contract. The original contract value is \$584,000. The new total will be \$1,104,000. As of May 2020, a total of \$409,000 has been spent. Any unspent amount will be available in the contract along with the amendment. Since Amendment No. 1 is for two years, while expenditures for certain maintenance work is on an as-needed basis, staff will be monitoring contractor's expenditures in accordance with annual budget.

SOURCE OF FUNDS

The funding source for the Smart Corridor maintenance contract is Measure M funds, specifically, the Smart Corridor/Intelligent Transportation System program category, and well as Congestion Relief Plan fund.

BACKGROUND

San Mateo County Smart Corridor

The C/CAG sponsored San Mateo County Smart Corridor (Smart Corridor) project implements Intelligent Transportation System (ITS) equipment such as an interconnected traffic signal system, close circuit television (CCTV) cameras, trailblazer/arterial dynamic message signs, and vehicle detection system on predefined designated local streets and state routes. These ITS tools provide local cities and Caltrans day to day traffic management capabilities in addressing recurrent traffic congestion, as well as provide Caltrans capabilities for managing the system during non-recurring traffic congestion cause by diverted traffic due to major incidents on the freeway.

Maintenance of the Smart Corridor

Per the Memorandum of Understandings (MOUs) with the Smart Corridor cities, C/CAG is responsible for maintaining the ITS equipment and devices deployed as part of the Smart Corridor project that are located within the cities' right-of-way. The devices include CCTV cameras, trailblazer signs (TBS), and vehicle detection system (VDS). On May 11, 2017, upon recommendation through a Request for Proposal process, the Board authorized entering into a three-year contract with Econolite Systems Inc. (formerly Aegis ITS) to provide Smart Corridor System maintenance services. Maintenance services include routine and corrective services/repairs necessary to maintain equipment operability, and replacing and restoring non-operable equipment and devices for the ITS network and infrastructure located within the cities' right-of-way.

The original contract included the option to renew for an additional two years, at one-year interval. Throughout the initial term of three years, the maintenance contractor has been providing satisfactory performance, responding to maintenance requests in a timely manner and bringing a great deal of experience and knowledge to help protect the Smart Corridor investment. For these reasons, staff is recommending exercising the two-year extension options at once, and extend the contract to terminate on June 30, 2022.

ATTACHMENTS

1. Resolution 20-48
2. Draft Amendment No.1 to the Agreement with Econolite Systems Inc. for Smart Corridor System Maintenance Services (*available on-line, as part of the July 9, 2020 Additional Meeting Materials, at: <http://ccag.ca.gov/committees/board-of-directors/>*)

RESOLUTION 20-48

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 AMENDMENT NO. 1 WITH ECONOLITE SYSTEMS EXTENDING SMART CORRIDOR SYSTEM MAINTENANCE SERVICES FOR TWO YEARS AND ADDING \$520,000 TO THE AGREEMENT

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

WHEREAS, the C/CAG sponsored San Mateo County Smart Corridor Project (Smart Corridor) is an Intelligent Transportation System (ITS) project that provides tools and technology to enable local cities and the California Department of Transportation (Caltrans) to proactively manage daily traffic and non-recurring traffic congestion cause by diverted traffic due to major incidents on the freeway; and

WHEREAS, in addition to installation of fiber optic communications network, equipment deployed as part of the Smart Corridor project include, but not limited to, interconnected traffic signal system, close circuit video cameras, trailblazer/arterial dynamic message signs, and vehicle detection systems; and

WHEREAS, per Memorandum of Understandings (MOUs) executed between C/CAG, Caltrans, and the cities, C/CAG is responsible for maintaining Smart Corridor specific ITS infrastructure and communications network deployed within the cities' right-of-way; and

WHEREAS, C/CAG has determined that Econolite Systems has provided satisfactory performance in the last three years maintaining Smart Corridor communications network, infrastructure and field devices; and

WHEREAS, C/CAG desires to amend the Agreement with Econolite Systems by extending the performance period by two years and adding \$520,000 to the project budget.

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute Amendment No. 1 between C/CAG and Econolite Systems for Smart Corridor System maintenance services, extending the Agreement expiration date to June 30, 2022 and adding an amount of \$520,000 to the Agreement. Be it further authorized that the Executive Director negotiates the final terms prior to execution by parties, subject to legal counsel approval.

PASSED, APPROVED, AND ADOPTED THIS 9TH DAY OF JULY, 2020.

Marie Chuang, Chair

**AMENDMENT NO. 1 TO THE AGREEMENT BETWEEN
CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY
AND
ECONOLITE SYSTEMS INC
FOR
SMART CORRIDOR SYSTEM MAINTENANCE SERVICES**

WHEREAS, the City/County Association of Governments for San Mateo County (hereinafter referred to as “C/CAG”) and Econolite Systems Inc., formerly known as Aegis ITS, (hereinafter referred to as “Contractor”) are parties to an Agreement effective May 23, 2017, for maintenance services of the Smart Corridor System infrastructure (the “Agreement”); and

WHEREAS, as of September 1, 2017, Aegis ITS had become Econolite Systems; and

WHEREAS, the Agreement term included a completion date of June 30, 2020; and

WHEREAS, the Contractor has been providing satisfactory performance throughout the Agreement term; and

WHEREAS, C/CAG and the Contractor desire to amend the Agreement as set forth herein.

NOW, THEREFORE, IT IS HEREBY AGREED by C/CAG and the Contractor that:

1. All references in this Agreement to “Aegis” or “Aegis ITS” shall be replaced by “Econolite Systems.”
2. The term of the Agreement, as provided in Section 1. Service to be provided by Contactor and Section 5. Contract Term, shall be extended through June 30, 2022.
3. Section 2. Payments, the maximum amount for Services provided during the Contract term shall be revised from five hundred eighty-four thousand dollars (\$584,000) to one million one hundred and four thousand dollars (\$1,104,000). In addition, the following term shall be incorporated to this clause: “The estimated annual budget for the project is three hundred and twenty-seven thousand dollars (\$327,000). An amount of three hundred and twenty-seven thousand dollars (\$327,000) of the total project budget, one million one hundred and four thousand dollars (\$1,104,000), is subject to the approval of FY2021-2022 C/CAG budget. The designated C/CAG Project Manager and/or Executive Director has the authority to move funds across fiscal years.”

4. Section 7. Hold Harmless/Indemnity, shall be replaced in its entirety with the following:

“Contractor shall indemnify and hold harmless C/CAG, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of their performance of the Project or operation or use of the equipment that is subject to this Agreement. Contractor shall also indemnify and hold harmless C/CAG, its employees, agents, representatives, and successors-in-interest against any and all liability, loss, expense, including reasonable attorneys’ fees, or claims for injury or damages arising out of their performance of the Project or operation or use of the equipment that is subject to this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including the Contractor and its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from the Contractor’s failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of C/CAG and/or its officers, agents, employees, or servants. However, the Contractor’s duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which C/CAG has been found in a court of competent jurisdiction to be liable by reason of its own negligence or willful misconduct. The duty of the Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.”

5. Under Section 18. Notices, the contact person for C/CAG shall be revised from John Hoang to Kaki Cheung. The Project Manager from Econolite Systems Inc. shall be updated from Bruce Dressel to Ajay Patel.

6. Under Exhibit A, *Scope of Work*, Schedule, item 8. Project Schedule Including Tasks Outlining Scope of Work, the basic project timeline shall be amended to add the following:

	2020					2021					2022					2023								
	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
First Annual Preventive Maintenance and Data Collection	█	█	█	█	█																			
Annual Preventive Maintenance											█	█	█	█	█	█	█	█						
Invoice Reports	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Spare Parts Inventory and Review			█	█	█								█	█	█									

CONTRACTOR is currently registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5. Our Registration Number is 1000052909, and has an expiration date of June 30, 2023.

Fremont	Anaheim
4120 Business Center Dr.	1250 N. Tustin. Ave
Fremont, CA 94538	Anaheim, CA 92807
(408) 577-1733	(714) 360-3700

In addition, CONTRACTOR currently holds a State of California Contractor's State License Board Class A General Engineering license, a C-10, Electrical license, and a C-7 license. The License Number is CA 969067, and is valid until January 31, 2022.

7. Exhibit B. *Rate Schedule* shall be deleted in its entirety and be replaced with a new Exhibit B. *Rate Schedule*, attached hereto and incorporated into the Agreement.
8. Except as expressly amended herein, all other provisions of the Agreement shall remain in full force and effect.
9. This amendment shall take effect on July 1, 2020.

City/County Association of Governments
(C/CAG)

Econolite Systems, Inc.

Marie Chuang
C/CAG Chair

By

Title: _____

Date: _____

Date: _____

Approved as to form:

Melissa Andrikopoulos
Legal Counsel for C/CAG

EXHIBIT B
RATE SCHEDULE

ANNUAL CLEANING AND INSPECTION SERVICES *			
Services	Unit	Unit Cost	Total
First Annual Fixed/PTZ CCTV Cameras	113	\$655.53	\$74,074.89
First Annual Trail Blazer Signs (TBS)	46	\$566.95	\$26,079.70
First Annual Vehicle Detection System	20	\$804.92	\$16,098.40
Total			\$116,252.99
ROUTINE ANNUAL INSPECTION SERVICES **			
Services	Unit	Unit Cost	Total
Annual Fixed/PTZ camera PM	113	\$572.00	\$64,636.00
Annual Trail Blazer Signs (TBS) PM	46	\$482.00	\$22,172.00
Annual Vehicle Detection System PM	20	\$547.80	\$10,956.00
Total			\$97,764.00
LABOR HOURLY RATES ***			
Services	Unit Cost		
IW Straight time	\$237.97		
IW OT	\$343.00		
Comm Tech	\$163.79		
Comm Tech OT	\$214.29		
Cable splicer	\$303.96		
Cable splicer OT	\$359.52		
Comm Installer	\$150.62		
Comm installer OT	\$194.53		
Laborer	\$141.44		
Laborer OT	\$175.41		
Project Manager	\$183.33		

*The Annual Cleaning and Inspection Services fee covers the start-up inspection of equipment and the collection of all necessary information to build a comprehensive inventory database.

**The Routine Annual Inspection Service fee represents the inspection and cleaning services after the start up year.

*** All Equipment cost is included in the hourly rates shown above.

***Any additional repairs out of scope will be completed on a time and material basis.

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approve C/CAG legislative policies, priorities, positions, and legislative update (a position may be taken on any legislation, including legislation not previously identified).

(For further information, contact Reid Bogert at 650-599-1433)

RECOMMENDATION

That the C/CAG Board of Directors review and approve C/CAG legislative policies, priorities, positions, and legislative update (a position may be taken on any legislation, including legislation not previously identified).

FISCAL IMPACT

Unknown.

SOURCE OF FUNDS

N/A

BACKGROUND

The C/CAG Legislative Committee receives monthly written reports and oral briefings from C/CAG's State legislative advocates. Important or interesting issues that arise out of the committee meeting are reported to the Board.

The attached report includes status updates on activities in Sacramento during June, focusing on the state budget process and bill progress from the 2020 legislative session.

ATTACHMENTS

1. July 2020 Legislative report from Shaw/ Yoder/ Antwih/ Schmelzer and Lange, Inc.
2. C/CAG 2020 Legislative Policies
3. Full Legislative information is available for specific bills at <http://leginfo.legislature.ca.gov/>



July 2, 2020

TO: Board of Directors, City/County Association of Governments of San Mateo County

FM: Matt Robinson & Andrew Antwih, Shaw Yoder Antwih Schmelzer & Lange

RE: **STATE LEGISLATIVE UPDATE – July 2020**

Legislative Update

The Legislature continues to hold policy and fiscal committee hearings and recently started holding Floor Session again. As we reported, the Senate and Assembly adopted revised calendars for the remainder of the 2019-20 Legislative Session. The calendars have been slightly different for the last month, but sync up on July 13, when both houses return from Summer Recess. The Legislature is scheduled to adjourn on August 31.

Most recently, the Legislature passed, and the Governor signed, a series of budget-related bills that make up the initial FY 2020-21 Budget Act, with the new fiscal year beginning July 1. We expect additional work on the budget to continue through the remainder of the session as the state’s fiscal outlook becomes clearer. Additionally, depending on when/if additional federal funding arrives, the Legislature may need to work on additional budget items in the fall to account for the new revenues.

New Metric for Transportation Impacts Under CEQA

On July 1, the state began using a new metric for measuring transportation impacts under CEQA, known as Vehicles Miles Traveled (VMT). For decades, the state has measured these impacts using Level of Service (LOS), which measures the projected increase or decrease in automobile delay that a project will have. SB 743 (Steinberg, 2013) required the Governor’s Office of Planning and Research (OPR) to identify new metrics for identifying and mitigating transportation impacts within CEQA. For land use projects, OPR identified Vehicle Miles Traveled (VMT) per capita, VMT per employee, and net VMT as new metrics for transportation analysis. For transportation projects, lead agencies for roadway capacity projects have discretion, consistent with CEQA and planning requirements, to choose which metric to use to evaluate transportation impacts (VMT versus LOS). Regulatory changes to the CEQA Guidelines that implement SB 743 were approved on December 28, 2018 and go into effect July 1. Recently, there have been calls from some stakeholders to delay the implementation date for the change. So far, the Administration has not signaled they’re willing to go along.

Bills of Interest

SB 45 (Allen) Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020.

This bill would enact the Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize the issuance of general obligation bonds in the amount of \$5.5 billion pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program. Stormwater projects are eligible for over \$400 million in funding. If approved by the Legislature, the bond would be on the November 3, 2020 ballot.

SB 288 (Wiener) CEQA Exemptions for Transportation Projects

The California Environmental Quality Act requires a lead agency to prepare and certify the completion of an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment or to adopt a negative declaration if it finds that the project will not have an effect. CEQA includes exemptions from its environmental review requirements for numerous categories of projects, including projects for the institution or increase of passenger or commuter services on rail or highway rights-of-way already in use and projects for the institution or increase of passenger or commuter service on high-occupancy vehicle lanes already in use. This bill would revise and recast the above-described exemptions and further exempt from the requirements of CEQA certain projects for the institution or increase of bus rapid transit and regional rail services on public rail or highway rights of way, as specified, whether or not it is presently used for public transit. The bill would additionally exempt projects for rail, light rail, and bus maintenance, repair, storage, administrative, and operations facilities; and projects for the repair or rehabilitation of publicly-owned local, major or minor collector, or minor arterial or major arterial bridges.

SB 899 (Wiener) Housing Development on School and Church Properties

This bill would provide that housing is a use by right on land owned ,on or before January 1, 2020, by a religious institution, defined as an institution owned, controlled, and operated and maintained by a bona fide church, religious denomination, or religious organization; or land owned by nonprofit colleges, specifically non-public, non-profit higher education institutions that are accredited by an agency recognized by the US Department of Education.

SB 902 (Wiener) Housing Production

This bill would authorize local governments to rezone neighborhoods for increased housing density, up to ten homes per parcel and would require a legislative body pass a resolution to adopt the plan and exempts that zoning action from being considered a project under the California Environmental Quality Act. To be eligible, an area must be urban infill, or be near high quality public transportation or a job-rich area. The local government can determine whether the individual projects will be ministerial/by right or subject to discretionary approval.

SB 995 (Atkins) Jobs and Economic Improvement Through Environmental Leadership Act

The Jobs and Economic Improvement Through Environmental Leadership Act of 2011 authorizes the Governor, until January 1, 2020, to certify projects that meet certain requirements for CEQA streamlining. This bill would extend the authority of the Governor to certify a project to January 1, 2024

and would add housing projects meeting certain conditions to the list of projects eligible for certification.

SB 1100 (Atkins) California Sea Level Rise State and Regional Support Collaborative

This bill would create the California Sea Level Rise State and Regional Support Collaborative and require the collaborative to provide information to the public and support to local, regional, and other state agencies for the identification, assessment, and the mitigation of sea level rise. The bill would require, upon appropriation, the Collaborative to expend no more than \$100,000,000 annually from appropriate bond funds in grants to local governments to update local and regional land use plans to take into account sea level rise and for directly related investments to implement those plans.

SB 1120 (Atkins) Housing Density

This bill would require a proposed housing development containing 2 residential units (duplexes) to be considered ministerially, without discretionary review or hearing, in areas zoned as single-family if the proposed housing development meets certain requirements. CEQA requires a lead agency to prepare, or cause to be prepared, and certify the completion of, an environmental impact report on a project that it proposes to carry out or approve that may have a significant effect on the environment. CEQA does not apply to the approval of ministerial projects. By establishing the ministerial review process described above, the bill would exempt these projects from CEQA.

AB 2057 (Chiu) Seamless Bay Area (Not Moving in 2020)

This bill initially represented the legislative vehicle for a potential Seamless Bay Area framework, with the stated intent of requiring future regional funds for public transportation in the nine-county San Francisco Bay area to be conditioned on advancing institutional reforms that improve accountability and establish a seamlessly integrated regional transit system, so that these funds are responsibly spent and advance state mobility and environmental goals. However, if the bill is to move forward, the author is proposing to only include the establishment of a regional transit task force to further study and make recommendations on the items above and to require MTC, along with transit systems, to develop a regional mapping and wayfinding system.

AB 2237 (Berman) Contracting Limits (Not Moving in 2020)

This bill would raise the limit for contracts no subject to competitive bidding from \$75,000 to \$150,000 for county transportation agencies in the Bay Area, including the San Mateo County Transportation Authority. SamTrans already has a \$150,000 threshold.

AB 3145 (Grayson) Mitigation Fee Cap (Not Moving in 2020)

This bill would prohibit a city or county from imposing a mitigation fee or exaction if the total dollar amount they would impose on a proposed housing development is greater than 12 percent of the city or county's median home price, unless approved by the Department of Housing and Community Development.

AB 3256 (Garcia) Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020

This bill would enact the Economic Recovery, Wildfire Prevention, Safe Drinking Water, Drought Preparation, and Flood Protection Bond Act of 2020, which, if approved by the voters, would authorize

the issuance of general obligation bonds in the amount of \$6.98 billion pursuant to the State General Obligation Bond Law to finance projects for a wildfire prevention, safe drinking water, drought preparation, and flood protection program. Stormwater projects are eligible for \$400 million in funding from various programs, including \$200 million for projects that provide multiple benefits, including rainwater capture, reduction of stormwater pollution, and increased use of natural spaces for urban vegetation and forestry. If approved by the Legislature, the bond would be on the November 3, 2020 ballot.

ACA 1 (Aguiar-Curry) Local Government Financing: Affordable Housing and Public Infrastructure: Voter Approval.

This constitutional amendment would lower the necessary voter threshold from a two-thirds supermajority to 55 percent to approve local general obligation bonds and special taxes for affordable housing and public infrastructure projects.

C/CAG LEGISLATIVE POLICIES FOR 2020

Policy #1 -

Protect against the diversion of local revenues, promote equitable distribution of state/regional resources and revenues, and protect against increased local cost resulting from State actions.

- 1.1 Support League, CSAC, and other initiatives to protect local revenues.
- 1.2 Provide incentives and tools to local government to promote economic vitality.
- 1.3 Support appropriate new funding or the reinstatement of state funding for economic development and affordable housing, including the use of tax-increment financing or “Redevelopment 2.0.”
- 1.4 Pursue and support efforts that direct state and regional funds equitably to ensure a return to source.
- 1.5 Support State actions that ensure adequate funding is made available by the State, for delegated re-alignment responsibilities and ensure that all State mandates are 100% reimbursed.
- 1.6 Oppose State actions that delegate responsibilities to local jurisdictions without full reimbursement for resulting costs.

Policy #2 -

Protect against loss of local land use authority from State action.

- 2.1 Support State actions that provide funding for local agencies to plan, incentivize, and mitigate for future housing development.
- 2.2 Support State actions that allow flexibility for local agencies to pool resources and share credit on their housing production reports.
- 2.3 Oppose State actions that would inhibit local agencies’ ability to make decisions that address the specific needs of that community.
- 2.4 Oppose State actions that would withhold funding (including transportation) from jurisdictions based on housing production performance outcomes.

- 2.5 Alert the Legislative Committee and C/CAG Board on legislation that impacts local housing and land-use authority and oppose any legislation that would usurp a local government's authority regarding land-use decisions.
- 2.6 Support legislation that identifies revenue to fund airport/land use compatibility plans.

Policy #3 -

Support actions that help to meet municipal stormwater permit requirements and secure stable funding to pay for current and future regulatory mandates.

- 3.1 Primary focus on securing additional revenue sources for both C/CAG and its member agencies for funding state- and federally mandated stormwater compliance efforts.
 - a. Advocate for funding for implementing the San Mateo County Stormwater Resource Plan, San Mateo County Sustainable Streets Master Plan, and local Green Infrastructure Plans, and advocate to support long-term reductions in harmful bacteria, trash, plastics, mercury, PCBs, and other pollutants discharging to the Bay and Ocean and to reduce flooding, recharge groundwater, adapt to a changing climate, and enhance communities.
 - b. Advocate for inclusion of water quality and stormwater management as a priority for funding in new sources of revenues (e.g. water bonds) and protect against a geographically unbalanced North-South allocation of resources.
 - c. Track and advocate for resources for stormwater management in State and Federal grant and loan programs.
 - d. Support efforts to identify regulatory requirements that are unfunded state mandates and ensure provision of state funding for such requirements.
 - e. Pursue and support efforts that address stormwater issues at statewide or regional levels and thereby reduce the cost share for C/CAG and its member agencies and limit the need to implement such efforts locally.
 - f. Advocate for better integration between parallel statewide efforts to manage stormwater for water quality improvement, long-term climate change adaptation, and groundwater recharge.
 - g. Support legislative efforts to provide additional funding for stormwater projects in San Mateo County, including funding for regional stormwater management efforts through the San Mateo County Flood and Sea Level Rise Resiliency District.
- 3.2 Support efforts to secure statewide legislation mandating abatement of polychlorinated biphenyls (PCBs) in building materials prior to demolition of relevant structures, in accordance with requirements in the San Francisco Bay Regional Water Quality Control Board's Municipal Regional Permit.

- 3.3 Pursue and support efforts that control pollutants at the source and extend producer responsibility, especially in regard to trash and litter control, including microplastics and tire wear byproducts.
- 3.4 Support efforts to place the burden/ accountability of reporting, managing, and meeting municipal stormwater requirements on the responsible source rather than the cities or county, such as properties that are known pollutant hot spots and third-party utility purveyors.
- 3.5 Advocate for integrated, prioritized, and achievable stormwater regulations that protect water quality and beneficial uses and account for limitations on municipal funding.
- 3.6 Pursue and support pesticide and rodenticide regulations that protect water quality and reduce pesticide toxicity.

***Policy #4 -
Advocate and support an integrated approach to funding.***

- 4.1 Advocate for appropriate and effective integrated approaches to both funding and project types for statewide and regional infrastructure efforts including stormwater management, transportation, and affordable housing.
- 4.2 Advocate for efforts that provide flexibility in funding sources to enable a holistic approach to fund programs and projects.

***Policy #5 -
Support lowering the 2/3rd super majority vote for local special purpose taxes and fees.***

- 5.1 Support constitutional amendments that reduce the vote requirements for special taxes and fees.
- 5.2 Oppose bills that impose restrictions on the expenditures, thereby reducing flexibility, for special tax category.

***Policy #6 -
Protect and support transportation funding.***

- 6.1 Support efforts that protect transportation revenues from being pledged, transferred, or used for non-transportation purposes.
- 6.2 Support the implementation of SB 1 (Road Repair and Accountability Act of 2017) programs and monitor the implementation of Executive Order N-19-19, which calls for aligning transportation spending with the state's climate goals.
- 6.3 Monitor and engage in the implementation of the SB 1077 "Road User Charge."
- 6.4 Support revisions in the Peninsula Joint Powers Agreement that provide equitable funding among the Caltrain partners.

- 6.5 Support a dedicated funding source for the operation of Caltrain and monitor the implementation of High Speed Rail.
- 6.6 Support legislation that identifies funding for active transportation and bike/pedestrian infrastructure projects, including multi-benefit projects that integrate transportation improvements with green stormwater infrastructure.
- 6.7 Support efforts to secure the appropriation and allocation of “cap and trade” revenues to support San Mateo County needs.
- 6.8 Support or sponsor efforts that finance and/ or facilitate operational improvements on the US 101 corridor, including the 101 Express Lane project..
- 6.9 Support alternative contracting methods, such as Public Private Partnerships, that could result in project cost savings.
- 6.10 Monitor the development of the new bridge toll program (Regional Measure 3) and advocate for an appropriate share of new revenues for projects in San Mateo County.
- 6.11 Monitor and engage in the effort to seek voter approval for a regional funding measure for transportation.
- 6.12 Support efforts that incentivize ridership and improve integration & connectivity among Bay Area transit systems.

Policy #7 -

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

- 7.1 Support measures to ensure that local governments receive appropriate revenues to service local communities.
- 7.2 Support measures and policies that encourage and facilitate public private partnerships.

Policy #8 -

Support reasonable climate protection action, Greenhouse Gas reduction, and energy conservation legislation

- 8.1 Support incentive approaches toward implementing AB 32 (California Global Warming Solutions Act of 2006), SB 32 (extension of the target date and goals), and AB 398 (Cap and Trade), and legislation that supports electrification of infrastructure and the adoption of alternative fuel technologies.
- 8.2 Monitor climate legislation that would conflict with or override projects approved by the voters.
- 8.3 Support funding for both transportation and housing investments, which support the implementation of SB 375 (Sustainable Communities and Climate Protection Act of 2008), so that housing funds are not competing with transportation funds.

- 8.4 Monitor the regulatory process for implementing SB 743 (Evaluation of Transportation Impacts in CEQA) and impacts the new regulations may have on congestion management plans.
- 8.5 Support legislation that would require recording of vehicle miles of travel (VMT) as part of vehicle registration and initiatives to provide VMT and vehicle data from the DMV to evaluate trends in community greenhouse gas emissions and transit project outcomes.
- 8.6 Support efforts that ensure continued funding for local government partnerships to foster energy conservation, or expand funding for generation and use of renewable and/ or clean energy sources (wind, solar, etc.).
- 8.7 Work to initiate legislation that provides new funding for building energy electrification, transition to electric vehicles, or other greenhouse gas reducing initiatives, in support of local government climate action plans.
- 8.8 Support efforts to improve the disadvantage community screening tools used by the state on the allocation of “cap and trade” and other state funding programs to ensure that San Mateo County needs are addressed.
- 8.9 Support legislation that supports Peninsula Clean Energy (PCE) objectives and oppose proposed legislation that impairs that effort.
- 8.10 Support legislation that provides local government access to data necessary for completing greenhouse gas emission inventories, or legislation that requires the State to make use and emissions data and community-scale greenhouse gas emission inventories publicly available.
- 8.11 Support efforts that will engage the business community in making contributions to community improvements associated with stormwater, transportation congestion relief and mobility options, affordable housing, greenhouse gas emissions reductions, and energy savings.
- 8.12 Support legislative efforts to create a unified voice in San Mateo County and to manage integrated water issues including sea level rise, flooding, coastal erosion, and stormwater vulnerabilities.
- 8.13 Support legislation to provide funding and policy guidance on wildfire preparedness and emergency response to local jurisdictions.
- 8.14 Monitor efforts to address emergency preparedness and response activities by PG&E.

<p><i>Policy #9 - Protection of water user rights</i></p>
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- 9.1 Support the Bay Area Water Supply and Conservation Association (BAWSCA) efforts in the protection of water user rights for San Mateo County users.

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: Review and approval of Resolution 20-49 authorizing the C/CAG Chair to execute the First Amendment to the Cooperative Funding Agreement (Operating Loan) with San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) in the amount of \$917,244, to partially fund the Fiscal Year 2020-21 operations of the SMCEL-JPA.

(For further information, contact Sean Charpentier at 650-599-1462)

RECOMMENDATION

That the C/CAG Board review and approve Resolution 20-49 authorizing the C/CAG Chair to execute the First Amendment to the Cooperative Funding Agreement (Operating Loan) with San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) in the amount of \$917,244, to partially fund the Fiscal Year 2020-21 operations of the SMCEL-JPA.

FISCAL IMPACT

Fiscal impact will be in the amount of \$917,244, representing approximately (42%) of the \$2,187,707 operating budget of SMCEL-JPA for FY 2020-21.

SOURCE OF FUNDS

The CCAG FY 2020-21 Budget, adopted on June 11, 2020 included the \$917,244 for the SMCEL-JPA expenses. The Operating Loan will be repaid from future revenue from the SMCEL-JPA US 101 Express Lanes Project (Project).

BACKGROUND

The SMCEL-JPA was created as a Joint Powers Authority by C/CAG and SMCTA effective June 1, 2019. As an agency with no current operating revenue, SMCEL-JPA must rely on funding from its member agencies (C/CAG and the SMCTA) to initially pay for its operating costs until toll revenue is generated from the Project. Currently, the section between Santa Clara County line and Whipple Ave is scheduled to open in the late fall of 2021, and the section between Whipple Ave. and I-380 approximately one year later. On July 12, 2019 SMCEL-JPA Board adopted an operating budget of \$1,744,911 for FY 2019-20. For Fiscal Year 2019-20 the member agencies agreed that each one would cover 50% of the SMCEL-JPA's operating budget. In the fall of 2019, C/CAG, the SMCTA, and the SMCEL-JPA approved the Cooperative Funding Agreement (Operating Loan). C/CAG and the SMCTA each approved \$872,456 operating loans for the SMCEL-JPA 2019-20 Fiscal Year.

ANALYSIS

In June 2020, the SMCEL-JPA approved a Fiscal Year 2020-21 operating budget of \$2,187,707. See Attachment 1. C/CAG and SMCTA staff are proposing that C/CAG provide an operating loan of \$917,244 (42%) and the SMCTA provide an operating loan of \$1,270,463 (58%). That percentage split is based on the assumption that each agency will advance funds to pay its own staff support and its own internal costs. Non labor costs (lines 10 through 14) are split equally between CCAG and SMCTA.

The Operating Loan interest will accrue monthly at the County Investment Pool interest rate. Calculation for the monthly paydown on the principal of the Operating loan is based on a term of 5 years payback period after the initiation of the revenue collection on the Project. However, since the SMCL-JPA is bounded by other commitments on its toll revenues, the description below provides more detail.

The Project requires a \$100 million loan (Capital Loan) from the SMCTA for construction costs. The SMCTA will issue \$100 million in variable-rate bonds for the Project. The SMCTA and the SMCEL-JPA will execute a Capital Loan Agreement for the SMCEL-JPA to repay the SMCTA the \$100 million with toll revenues. The SMCTA and the SMCEL-JPA have negotiated a Capital Loan Agreement which will be presented to their respective boards at the July Board meetings. The Operating Loan and the Capital Loan will both be paid back from the same revenue stream from the Project toll revenues.

Toll revenues will be used to make payments in the following order of priorities:

1. Operating and Administrative payments for the SMCEL-JPA and the Project.
2. \$600,000 (annual basis) for a to-be-determined Equity Program. (The SMCEL-JPA initiated Equity Study process will prepare Equity Program options for consideration by the SMCEL-JPA Board in March/April 2021.)
3. Interest payments for the Operating Loan.
4. Interest payments for the Capital Loan, including Enhancement Rate.
5. Project reserves (Revenue Stabilization, Operating, Repair and Rehabilitation, and Equipment Replacement).
6. 85% of the remaining funds for the payment of principal on both the Operating Loan and the Capital loan. The payment of principal will be based on a parity basis assuming a 5-year term for the Operating Loan and a 20-year term for the Capital Loan.
7. 15% of the remaining funds for the SMCEL-JPA to use for any lawful purpose, including but not limited to, accelerated repayment on either the Operating Loan or Capital Loan, other transportation improvements in the Highway 101 corridor, and the to-be-determined Equity Program.

Staff have prepared the First Amendment to the Cooperative Funding Agreement between C/CAG and SMCEL-JPA. See Attachment 3.

ATTACHMENTS

1. Adopted SMCEL-JPA Fiscal Year 2020-21 Budget
2. Resolution 20-49
1. First Amendment to Cooperative Funding (Operating Loan) Agreement between C/CAG and SMCEL-JPA (Will be available online at: <http://ccag.ca.gov/committees/board-of-directors/>)

San Mateo County Express Lanes JPA

FY21 Proposed Budget

	FY2020 Adopted Budget	FY2021 Proposed Budget	FY21 Proposed vs. FY20 Adopted Budget	Percentage change	
1 SOURCES OF FUNDS					1
2 Advance from SMCTA and CCAG	1,744,911	2,187,707	442,796	25.4%	2
3					3
4 USES OF FUNDS					4
5 Staff Support	610,276	814,700	204,424	33.5%	5
6 Administrative Overhead	53,635	53,415	(220)	-0.4%	6
7 Business Travel	3,000	3,000	-	0.0%	7
8 Office Supplies	3,000	3,000	-	0.0%	8
9 Printing and Information Svcs	5,000	5,000	-	0.0%	9
10 Promotional Advertising	-	50,000	50,000	100.0%	10
11 Audit and Related services	-	17,160	17,160	100.0%	11
12 Legal Services	50,000	60,000	10,000	20.0%	12
13 Consultant	880,000	1,171,432	291,432	33.1%	13
14 Miscellaneous	140,000	10,000	(130,000)	-92.9%	14
15 TOTAL USES OF FUNDS	1,744,911	2,187,707	442,796	25.4%	15

RESOLUTION 20-49

RESOLUTION OF THE BOARD OF DIRECTORS OF THE CITY/COUNTY ASSOCIATION OF GOVERNMENTS OF SAN MATEO COUNTY (C/CAG) AUTHORIZING THE C/CAG CHAIR TO EXECUTE THE FIRST AMENDMENT TO THE COOPERATIVE FUNDING AGREEMENT WITH THE SAN MATEO COUNTY EXPRESS LANES JOINT POWERS AUTHORITY (SMCEL-JPA) IN THE AMOUNT OF \$917,244

RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that,

WHEREAS, C/CAG and the San Mateo County Transportation Authority (SMCTA) approved, on April 11, 2019 and May 2, 2019, respectively, the Joint Exercise of Powers Agreement for the San Mateo County Express Lanes, which created the JPA pursuant to the California Joint Exercise of Powers Act to oversee the operations and administration of the San Mateo 101 Express Lanes Project, and to jointly exercise ownership rights over the Project, and

WHEREAS, C/CAG and SMCTA approved the First Amended and Restated Joint Exercise of Powers Agreement for the San Mateo County Express Lanes (SMCEL-JPA Agreement) to specify the title of San Mateo County Express Lanes Joint Powers Authority (SMCEL-JPA) effective June 13, 2019, and

WHEREAS, C/CAG and SMCTA are co-sponsors of the US-101 Express Lanes Project (Project) and are member agencies of the SMCEL-JPA, and

WHEREAS, pursuant to Section 5.3 of the SMCEL-JPA Joint Exercise of Powers Agreement, C/CAG and SMCTA acknowledged that SMCEL-JPA will likely incur indebtedness for contractual and administrative expenses before and after express lanes are operational; and

WHEREAS, SMCEL-JPA, as an agency with no current revenue for operating budget, will have to rely on loans from its member agencies to initially pay for its operating costs until such time as toll revenue is generated from the Project, which SMCEL-JPA will own; and

WHEREAS, on July 12, 2019 the SMCEL-JPA Board adopted an operating budget for FY 2019-20 in the amount of \$1,744,911; and

WHEREAS, on October 3, 2019 SMCTA Board has agreed to loan SMCEL-JPA half of the operating budget of SMCEL-JPA for FY 2019-20 in the amount of \$872,456; and

WHEREAS, on November 8, 2019, the SMCEL-JPA Board adopted Resolutions 19-06 and 19-07 approving separate operating loan agreements with C/CAG and the SMCTA for \$872,456; and

WHEREAS, on November 14, 2019, the C/CAG Board of Directors approved Resolution 19-71 to loan the SMCEL-JPA half of the SMCEL-JPA FY 2019-20 Budget in the amount of \$872,456; and

WHEREAS, on June 12, 2020, the SMCEL- JPA Board of Directors approved Resolution SMCEL 20-09, adopting the Fiscal Year 2020-21 Budget of \$2,187,707; and

WHEREAS, the SMCEL-JPA, SMCTA, and C/CAG desire to approve the First Amendment to the Cooperative Funding Agreement Amendment for funding the SMCEL-JPA 2020-21 Operating Budget;

WHEREAS, the SMCTA portion of SMCEL-JPA's Fiscal Year Budget 2020-21 is \$1,270,463, and that of C/CAG is \$917,244.

NOW THEREFORE BE IT RESOLVED, by the Board of Directors of the City/County Association of Governments of San Mateo County that the C/CAG Chair is authorized to execute the First Amendment to the Cooperative Funding (Operating Loan) Agreement with SMCEL-JPA in the amount of \$917,244 to partially fund the Fiscal Year 2020-21 operations of the SMCEL-JPA. Be it further resolved that the C/CAG Executive Director is authorized to negotiate the final terms of said Amendment prior to its execution by the C/CAG Chair, subject to approval as to form by C/CAG Legal Counsel.

PASSED, APPROVED, AND ADOPTED, THIS 9TH DAY OF JULY, 2020.

Marie Chuang, Chair

C/CAG AGENDA REPORT

Date: July 9, 2020

To: City/County Association of Governments of San Mateo County Board of Directors

From: Sandy Wong, Executive Director

Subject: C/CAG Board Members share information and practices responding to COVID-19.

(For further information or questions, contact Sandy Wong at slwong@smcgov.org)

RECOMMENDATION

That C/CAG Board members share information and practices responding to COVID-19.

FISCAL IMPACT

None

BACKGROUND

In April 2020, the C/CAG Board decided to place an agenda item at upcoming C/CAG Board meetings for members to share information and highlight efforts within their jurisdictions to address the COVID-19 situation. In addition, C/CAG staff offered to create a page on the C/CAG website to act as an online repository for any relevant information Board members wished to share. Staff has created this section of the website at <https://ccag.ca.gov/covid19/>, which is also directly accessible from the C/CAG homepage (<https://ccag.ca.gov>) by clicking on the main COVID-19 banner. The “C/CAG COVID-19 Corner” page currently includes a table with links to all member agency COVID-19 web pages, relevant other agency COVID-19 pages like Commute.org and 21 Elements, and has a section for providing any relevant highlights to which an agency would like to call attention.

Board members may provide brief updates on any COVID-19 response activities of interest or ask questions of other Board members during this monthly agenda item. In addition, Board members should email the Executive Director any relevant information they would like to highlight on the COVID-19 Corner page.

ATTACHMENTS

None



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June 19, 2020

Ellen Greenberg
Deputy Director Sustainability
Caltrans
P.O. Box 942873
Sacramento, CA 94273-0001

RE: City/County Association of Governments of San Mateo County (C/CAG) comments on Caltrans’s Draft Transportation Analysis under CEQA for Projects on the State Highway System (TAC) Transportation Analysis Framework (TAF)

Dear Ms. Greenberg:

Thank you for the opportunity to provide comments on the proposed Caltrans SB 743 implementation documents: The Draft Transportation Analysis Framework (TAF) and the Draft Transportation Analysis Under CEQA (TAC). Our comments are below. If you have any questions, please contact Sean Charpentier, C/CAG Program Director, at scharpentier@smcgov.org. Please note that these comments have also been submitted through the electronic comment tool on June 15, 2020.

Draft Transportation Analysis under CEQA (TAC)

Page 8, Line 17-28

“The following options, and others which may avoid VMT impacts, require close coordination with federal, state, and regional transportation partners, and should be considered early in the planning process, within the range of VMT-reducing alternatives to capacity-increasing projects.

- *Invest in multimodal transportation infrastructure: Caltrans could directly invest in VMT-reducing infrastructure to mitigate the impacts of capacity increasing projects.*
- *Expand toll lane use or develop other pricing-based strategy options: This option would consist of expanding the use toll lanes or developing other pricing strategies, such as increasing parking prices in an area, to reduce VMT.”*
- **Comment:** Please elaborate on the extent of the level of investment Caltrans will contribute to help mitigate the impacts of capacity increasing projects. For example, if a public agency is implementing a project on the SHS and provides a collection of mitigation measures to reduce VMT, will Caltrans provide funding support to implement these measures?

Page 12, Line 8-9

“Project Types Not Likely to Lead to a Measurable and Substantial Increase in Vehicle Travel: Addition of tolled lanes, where tolls are sufficient to mitigate VMT increase”

- **Comment:** Determining the tolling rates for a HOT/express lane is generally done at a later stage of project development and not as early as the environmental phase. This should be modified and instead say: "...where there are potential options to reinvest toll revenue for strategies to reduce VMT and GHG including, but not limited to, improving alternative modes (such as express buses) along the project corridor".
- **Comment:** VMT is associated with GHG impacts. New HOT lanes (managed express lanes) will focus on higher occupancy vehicles such as public transit, private shuttles, and HOVs. How would the guidance analyze a project where the VMT increased more than the GHG due to a higher percentage of trips on high occupancy vehicles?

Page 19, Line 4-5

"As stated previously, consistency with an RTP/SCS does not imply consistency with State climate goals."

- **Comment:** This statement should be revised to include a condition to allow for the possibility that future RTP/SCSs may align with state climate goals and VMT reduction goals to allow for transportation projects to tier off from.

The RTP/SCS development for the San Francisco Bay Area region is currently in development and the EIR process will begin only in the fall of 2020. This would be a good opportunity to provide guidance on aligning the RTP/SCS with state climate goals and VMT reduction goals given that the RTP is updated once every four years. This will be especially helpful for transportation projects, at advanced stages of project development with more details in the RTP/SCS, to tier off the RTP/SCS EIR.

If consistent with the RTP/SCS, planning assumptions and VMT estimations methods can be based on the RTP/SCS and the RTP/SCS can provide candidates for VMT mitigation measures. This will be beneficial to regionally significant projects in determining regional level mitigations on project impacts.

Page 21, Lines 7-8

"Caltrans may ultimately develop or participate in a VMT credit or banking and exchange system operated by the state, an MPO, RTPA, or another entity."

- **Comment:** We strongly encourage Caltrans to take the lead in developing a regional or statewide mitigation measures credit bank. This will facilitate achieving the overall regional and/or statewide VMT reduction or climate goals while offering options for projects that can or cannot reasonably include mitigation measures. Please include information on next steps proposed by Caltrans to establish such VMT exchange structures.

Draft Transportation Analysis Framework (TAF)

Page 2, Lines 5-9; Page 4, Lines 11-24

“In general, two approaches exist for induced travel assessment. The first is the empirical approach, which applies elasticities from empirical studies that quantify the induced travel effect (the National Center for Sustainable Transportation (NCST) Induced Travel Calculator applies this approach). The other is the travel demand model-based approach. The general guideline is to use both methods and disclose both induced travel numbers wherever applicable.”

- **Comment** – The NCST tool is a generalized and oversimplified tool when compared to a regional travel demand model that has been validated and calibrated to reflect local conditions and land use context. Proposing that project sponsors use two completely different methods and then requesting that project sponsors reconcile the two different VMT output numbers into a single output is problematic and can be confusing to the public and potentially lead to litigation. The project sponsor should have the choice of which method to use.

Page 2, line 18; and Page 6 line 7

- **Comment:** Page 2 states that the NCST Calculator can be used for GP and HOV expansions, and page 6 states that it cannot distinguish between GP and HOV lanes. Is the elasticity assumed to be the same for both HOV and GP lanes?

Page 6, line 22


- **Comment:** Regional travel demand models and associated VMT are based on regional projections of demographic and economic projections. For a HOT lane project with a lane expansion, would the potential project level increase in VMT come from shifting existing trips to the project or a net increase in regional trips and VMT in excess of the existing regional plans and projections?
- **Comment:** The addition of a HOT lane project with a lane expansion might shift existing trips from the local arterial network to the freeway. Will the analysis capture this potential improvement in either in congestion and or GHG?

Page 6, line 33

- **Comment:** Projecting changes in scale or timing of land development due to improved travel times or capacity is difficult in a built out urban corridor where all the development is infill rather than greenfield development.

Thank you for your consideration.

Sincerely,


Sandy Wong
C/CAG Executive Director