

BOARD OF DIRECTORS AGENDA PACKET

**Monday, April 13, 2015
2:30 p.m.**

**Sonoma County
Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, California**



BOARD OF DIRECTORS AGENDA

April 13, 2015 – 2:30 p.m.

Sonoma County Permit & Resource Management Department
Planning Commission Hearing Room – 2550 Ventura Avenue, Santa Rosa, CA

1. **Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)**
2. **Public comment on items not on the regular agenda**
3. **Consent Calendar**
 - A. **SCTA/RCPA Concurrent Items**
 - 3.1. Admin – Minutes of the March 9, 2015 meeting (ACTION)*
 - B. **SCTA Consent**
 - 3.2. Measure M – appropriation request for a cooperative agreement amendment for Hearn Avenue (ACTION)*
 - 3.3. Measure M – appropriation request for a cooperative agreement amendment for Bodega Bay Trail (ACTION)*
 - 3.4. Measure M – appropriation request for a cooperative agreement amendment for Central Sonoma Valley Trail (ACTION)*
 - 3.5. Measure M – Authorization of Series 2015 Bond Transaction Fee Addendum for On-Call Financial Services Agreement with KNN
 - 3.6. Measure M - Bond Counsel and Disclosure Counsel Agreement for 2015 Series Bond Legal Services
4. **Regular Calendar**
 - A. **RCPA Items**
 - 4.1. Planning
 - 4.1.1. Shift – Fuel shift request for proposals (ACTION)*
 - 4.1.2. CA2020 – adaptation updates (ACTION)*
 - Definitions
 - Finalize adaptation objectives
 - Adaptation Forums
 - B. **SCTA Items**
 - 4.2. SCTA Planning
 - 4.2.1. Transit – presentation from City of Santa Rosa on “Reimagining CityBus” (REPORT)*
 - 4.2.2. ABAG – State of the Region 2015 – Economy, Population, Housing (REPORT)
<http://reports.abag.ca.gov/sotr/2015/>
 - 4.3. SCTA Projects and Programming
 - 4.3.1. Transit – FY15/16 Coordinated Claim for transit (ACTION)*



- 4.3.2. Measure M – 2008 bond refunding and 2015 bond issuance for the Highway 101 program (ACTION)*
- 4.3.3. Highways – update on State Highway projects (REPORT)
- 4.4. SCTA Administration
 - 4.4.1. Admin – Legal services contract with County Counsel and conflict waiver letter (ACTION)*

5. Reports and Announcements

- 5.1. Executive Committee report
- 5.2. Regional agency reports*

SMART	NCRA	MTC	Self Help Counties Coalition
ABAG	BAAQMD	CALCOG	GGBHTD Sonoma Clean Power
- 5.3. Advisory Committee agendas*
- 5.4. SCTA/RCPA staff report
- 5.5. Announcements

6. Adjourn

*Materials attached.

The next **SCTA/RCPA** meetings will be held **May 11, 2015**

Copies of the full Agenda Packet are available at www.sctainfo.org

DISABLED ACCOMMODATION: If you have a disability that requires the agenda materials to be in an alternate format or that requires an interpreter or other person to assist you while attending this meeting, please contact SCTA/RCPA at least 72 hours prior to the meeting to ensure arrangements for accommodation.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the SCTA/RCPA after distribution of the agenda packet are available for public inspection in the SCTA/RCPA office at 490 Mendocino Ave., Suite 206, during normal business hours.

Pagers, cellular telephones and all other communication devices should be turned off during the committee meeting to avoid electrical interference with the sound recording system.

TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.srcity.org/citybus, www.sctransit.com or www.wegorideshare.com/sonoma/

BOARD OF DIRECTORS MEETING

Meeting Minutes of March 9, 2015

ITEM

1. Call to order the meeting of the Sonoma County Transportation Authority (SCTA) and the Sonoma County Regional Climate Protection Authority (RCPA)

Meeting called to order at 2:31 by Vice Chair David Rabbitt in Chair Sarah Gurney's absence.

Directors Present: Director Rabbitt, Supervisor, Second District, Vice Chair; Director Chambers, City of Healdsburg; Director Coursey, City of Santa Rosa; Director Gorin, Supervisor, First District; Director Landman, City of Cotati; Director Mackenzie, City of Rohnert Park; Director Miller, City of Petaluma; Director Russell, City of Cloverdale; Director Salmon, Town of Windsor; Director Slayer, City of Sebastopol; Director Zane, Supervisor, Third District.

Directors Absent: Director Gallian, City of Sonoma.

2. Public comment on items not on the regular agenda

Duane DeWitt, citizen of Santa Rosa (Roseland) addressed the need for transit-oriented planning and development along Sebastopol Road, and requested that consideration be given to having a rail station for SMART along Sebastopol Road. He noted that the Roseland area has the highest density development and asked that more transit-oriented development be incorporated into the Roseland Specific Plan.

Angie Perez of the Sonoma County Bicycle Coalition thanked the Board for the opportunity for this agency to be represented as a member of the Citizens Advisory Committee. She spoke on behalf of Gary Helfrich, the Coalition's Executive Director, who was unable to attend the meeting. She also noted that she advocates for the Latino community and emphasized the importance of including their voice in the community.

3. Consent Calendar

A. SCTA/RCPA Concurrent Items

- 3.1. Admin – Minutes of the February 9, 2015 meeting (ACTION)*

Motion by Director Mackenzie, seconded by Director Gorin, to approve the meeting minutes of February 9, 2015. Motion passed unanimously (11-0-1-0).

- 3.2. Admin – Form 700's due March 31, 2015

Vice Chair Rabbitt acknowledged and reminded the Board of the upcoming deadline to submit Form 700's by March 31, 2015.

B. SCTA Consent

- 3.3. Measure M – appropriation request for Petaluma River Trail (ACTION)*

Motion by Director Miller, seconded by Director Gorin, to approve the Measure M appropriation request for the Petaluma River Trail. Motion carried unanimously (11-0-1-0).

4. Regular Calendar

A. RCPA Items

- 4.1. Planning
4.1.1. CA2020 – RCPA adaptation objectives (ACTION)*

Lauren Casey announced the establishment of a partnership by RCPA with the North Bay Climate Action Initiative (NBCAI) in developing objectives for climate adaptation as part of CA2020's mission, goals and objectives, producing a Climate Hazards and Vulnerabilities Assessment report, which is now available in its final version online at the SCTA/RCPA website.

Ms. Casey summarized the draft list of 10 broad goals to increase climate change resilience in Sonoma County. Each of these will have specific goals developed over the course of the next few years, in partnership with various local agencies and stakeholders. If approved, these will be incorporated into the CA2020 Plan.

Board comments included the need to distinguish between “adaptation” and “mitigation,” and to include food system security. It was suggested that the 10 draft goals be broken down further (e.g., infrastructure, health and welfare, the economy, food supplies, etc.). In response to further Board questions regarding water resources, Ms. Casey confirmed that staff is working in partnership with the Sonoma County Water Agency on a climate adaptation study and is maintaining coordination with this and other local government processes/agencies.

Continued discussion included the comment that the current draft goals may be too broad (e.g., possibly include “adoption of a groundwater management plan”); whether specific goals would be considered mitigation or adaptation and the question of how these may overlap; the issue of vulnerable populations and how they are impacted by climate change (e.g., what constitutes a vulnerable population?); the importance of the public benefit (bicycle paths, walking trails, open space and parks) and how this is impacted by climate change, and possibly review how these issues are being handled by other agencies and replicate how they are responding to the issues going forward. Ms. Casey noted that staff’s work has resulted in consulting with public works staff and water agencies from outlying counties.

Duane DeWitt voiced his concern, as a respiratory therapist, with the significant level of childhood asthma and the beneficial effect of trees on the atmosphere in helping to remove particulate matter from the atmosphere. He suggested planting trees along Colgan Creek, Santa Rosa Creek and Roseland Creek, and planning alternative transportation routes along these creeks.

Motion by Director Zane, seconded by Director Russell, to approve the CA2020 RCPA Climate Adaptation objectives with the changes as discussed by the Board, and the revised version to be returned to the Board for review. Motion passed unanimously (11-0-1-0). Vice Chair Rabbitt also suggested that staff consult with the Agriculture Commissioner.

4.1.2. Legislation – State Senate package of bills on climate change (ACTION)*

Ms. Casey announced the release of what she explained is the most comprehensive legislation on climate change since AB32. Highlights are:

- Extending the statewide greenhouse gas reduction target to 80% below 1990 levels by 2050
- Establishing a goal for 50% of electricity derived from renewable sources
- Establishing a goal of 50% reduction in petroleum use by vehicles
- Establishing a goal for 50% improvement in the efficiency of buildings
- Creating an economic advisory committee
- Requiring public retirement funds to divest from coal companies

The RCPA will monitor the progress of these bills and update the Board on their status.

4.2. RCPA Projects and Programs 4.2.1. RCPA activities report (REPORT)*

Ms. Casey announced that the RCPA is working with a local consortium to host the first Sonoma County-specific forum on climate adaptation April 8 at Sonoma State University. She encouraged the Board to advise her if any wish to attend and noted that a second event, a workshop, is scheduled May 21, which is one week following the national adaptation forum. This event will address translating the objectives as noted above into specific strategies.

Staff met with White House Climate Action Champions Program staff while in Washington, D.C. attending the Climate Leadership Conference, which provided an opportunity for staff to learn more about the program objectives. Climate Action staff has started convening a series of calls across communities to network regarding practices and strategies and learn from each other's climate action plans.

Ms. Casey announced the release of a new suite of funding and technical opportunities for Climate Action Champion communities, noting that she would be examining these and forwarding those not directly applicable to the RCPA to other local, appropriate agencies.

BayREN implementation of energy efficiency programs is continuing. Staff will be developing proposals for post-2015 implementation and consulting with local energy efficiency implementation partners on improving local programs and improving participation.

Director Mackenzie added that he has been involved in the County Adaptation Forum as a member of the Local Government Commission, a co-sponsor of the Adaptation Forum. He noted that the State adaptation forum follows the pattern and format of the national forum, and that the Local Government Commission is seeking to establish a regional adaptation forum.

Ms. Casey referred to a handout summarizing accomplishments of the RCPA and partners as a Climate Action Champion.

B. SCTA Items

4.3. SCTA Administration

4.3.1. Citizens Advisory Committee membership update (ACTION)*

Suzanne Smith presented a proposed updated membership list of organizations to be represented on the Citizens Advisory Committee (CAC), summarizing changes in names, entities that no longer exist, and new organizations that may be appropriately included in this membership. These include the proposed renaming of the Home Builders Association to the Building Industry Association, as it is currently known; the

renaming of the Central Labor Council to the North Bay Labor Council; and the replacement of the defunct Sonoma County Manufacturers Group with the Engineering Contractors Association.

Organizations that the Board recommended to add to the CAC membership include the Area Agency on Aging, to represent the Senior Community Liaison. Discussion followed regarding Sonoma County Conservation Action and its overlap with the Sonoma County Conservation Council.

Steve Birdleough of the Sonoma County Transportation and Land Use Coalition explained that the Conservation Council is an umbrella organization made up of 10 agencies and that its main objective is to maintain the Environmental Summit. He noted that it may be appropriate to re-visit this agency's membership status in approximately a year.

Duane DeWitt, co-founder of the Sonoma County Housing Advocacy Group, requested that this group be represented on the CAC, advocating for lower-income, higher density, transportation-oriented housing, and called for expansion of the CAC.

Board recommendations were to re-visit CAC agency membership in a year and consider current member status and the possibility of adding new member agencies.

Motion by Director Mackenzie, seconded by Director Zane, to approve the proposed member agency list for the Citizens Advisory Committee as submitted, with direction to review this again in one year and consider member agency status; with the Area Agency on Aging to represent the senior community. Motion carried unanimously (11-0-1-0).

4.4. SCTA Projects and Programming

4.4.1. Transit – 2015 Lifeline Transportation funds, approval of projects (ACTION)*

Dana Turréy presented the proposed "Program of Projects" summarizing Lifeline funding sources (STA, JARC and Proposition 1B) totaling \$3,768,520

available to Sonoma County. Staff is requesting Board approval of the Program of Projects. She explained that projects are intended to address community-identified transportation needs, such as those outlined in the four Community Based Transportation Plans (CBTPs) prepared for the four “Communities of Concern,” which include Roseland, Lower Russian River, The Springs, and parts of Healdsburg, as well as transportation needs identified in countywide or regional welfare-to-work transportation plans, the Coordinated Public Transit-Human Services Transportation Plan, or other substantive local planning efforts involving significant outreach to low-income populations.

Discussion followed regarding the potential for additional CBTPs and whether the current Plans (particularly for Roseland) are still valid. Director Coursey announced that the City of Santa Rosa is currently evaluating its entire transit system in detail under “Re-Imagining CityBus.” Plans for southwest Santa Rosa are also being evaluated, and these issues will be examined.

Director Mackenzie noted that some of the sections in Rohnert Park (Section A, B and C) are among the lowest income areas in Sonoma County.

Director Chambers noted that he was pleased that the feeder bus service in Healdsburg, the Lower Russian River, and Sonoma Springs CBTP areas is included in the Lifeline projects.

Director Russell voiced the need for better transit in Cloverdale, noting that this city was referred to in *A Portrait of Sonoma County* as an area of particular need.

Mr. Birdlbough commended the efforts of staff in identifying any possible funding sources, and leveraging this for maximum cost effectiveness. He expressed the hope that the sales tax measure on the June ballot would allocate 10% to transit.

Director Mackenzie referred to the summary of Lifeline funding sources and the Sonoma County Transit project expanding feeder bus service in Healdsburg, the Lower

Russian River, and Sonoma Springs CBTP areas.

Motion by Director Coursey, seconded by Director Chambers, to approve the proposed “Programs of Projects” for submittal to MTC. Motion passed unanimously (11-0-1-0).

4.4.2. Active Transportation – 2014 Bike and Pedestrian Count Program (REPORT)*

Ms. Turréy presented a slide show and summarized a brief history of the bicycle count program, beginning as a manual count in 2009, and the recent acquisition of automated bicycle and pedestrian counters, which provide significantly more data. She pointed out limitations and inconsistencies (e.g., the impact of special events on bicycle and pedestrian activity) of both the manual count and automated counters.

Ms. Turréy also noted where, due to other outside factors, data from manual counts may be “skewed,” and thus it is not always possible to accurately conclude that this indicates a trend in bicycling and/or pedestrian activity. An example of this is the Joe Rodota Trail, which has more of a recreational use; therefore, mid-day activity is much greater than what would be considered typical “commute” peak traffic in the early morning and evening.

Ms. Turréy explained that the draft report has been reviewed and evaluated by the Countywide Bicycle and Pedestrian Advisory Committee, and their comments are incorporated in the report.

Ms. Turréy responded to Board concerns as to consistency of the counts, and acknowledged that it would be more useful to take counts at the same time period each year. She explained that limited staff and resources have made this a challenge. She noted that jurisdictions can request the use of the automatic counters the same time every year; however, there is not sufficient equipment for all jurisdictions to be able to do automated counts at the same time.

Additional Board comments questioned the effectiveness and usefulness of the limited data gathered in manual counts, as well as

the purpose of the counts and how this information would be used.

Ms. Turr y responded to further Board questions, explaining that in 2014 staff was transitioning from manual counts to automated counts. Staff is now moving forward with automated counts, which will provide much more data and over time show trends in bicycle and pedestrian activity.

Director Russell noted that First Street in Cloverdale is a highly sensitive issue and requested the exact date and time the data would have been gathered. Ms. Turr y agreed to provide this information.

Additional Board comments pointed out the need to account for variables in the data (e.g., Santa Rosa Junior College and Sonoma State University activity) that should be isolated and that data should distinguish between transportation vs. recreational activity. Discussion also addressed the choice of count locations.

Director Salmon did not feel the count program was productive, and felt that after five years it still did not provide solid data that he felt had a purpose or could be useful; he said he would recommend to his Council that it not support the program and that these resources would be better invested elsewhere. He acknowledged that at the beginning of the count program he thought this would be an aid in grant funding but did not feel it produced useful information.

Further discussion addressed the need to establish the value of the count program and its purpose. Another suggestion was to make the count a scientific study that isolated the variables, and possibly enlist the aid of a student in transportation planning in taking counts. The importance of accurate data and consistency in taking counts was also mentioned. It was suggested that the counters be systematically used four times a year at various locations to collect consistent data, and the need to make use of them. It was also noted that this may be useful for collecting data near SMART rail stations to track bicycle and pedestrian activity.

Angie Perez voiced the support of the Bicycle Coalition and offered to reach out to members and enlist their aid in taking the counts. Ms. Turr y confirmed that the Coalition had reached out to their members to aid in the 2014 counts; however, only one individual responded.

4.4.3. Highways – update on State Highway projects (REPORT)

Seana Gause reported that all the ramps are open on the Old Redwood Highway Interchange project; Caltrans is working with the contractor to accelerate construction. This will require closure of two ramps; plans are being made to consolidate this closure into one weekend.

The Petaluma River Bridge, Petaluma Boulevard South Interchange and the Kastania Road Overcrossing ramps are fully open. Caltrans is working with the contractor and City staff on the next bridge, which will require closure of the northbound lane. This will take place from 11:00 p.m. to 6:00 a.m., with traffic to be detoured through Petaluma. Vice Chair Rabbitt emphasized the importance of signage to encourage drivers to take alternate routes.

Release of the San Antonio Creek bridge bids has been postponed until October 20.

The College Avenue widening project requires additional funding. Caltrans staff will be attending the April Board meeting, at which time they will have determined how much additional funding is needed. In May Caltrans will request the additional funding from the California Transportation Commission.

5. Reports and Announcements

5.1. Executive Committee report

The Executive Committee did not meet.

5.2. Regional agency reports*

SMART: Director Russell announced the delivery of the first train set, with an event to be scheduled. Invitations will be forthcoming. She reported the success of the attractive platform design. She also commented on the work done at the Miramonte Marina, and its progress.

Director Zane announced that SMART adopted the discounts for the three categories, and it is consistent with Clipper. This is moving forward. She also reported that station platforms with significantly greater use will have expanded coverage for more people.

Director Mackenzie announced the introduction of a bill in the legislature to establish the position of Police Chief for SMART, noting that rail stations are a high priority of the U.S. Homeland Security Department.

BAAQMD: Director Zane reported that staff is preparing for the office relocation and consolidation with ABAG and MTC.

Sonoma Clean Power: Director Landman announced that Solar Sonoma County is the largest floating solar system in the country. It has 12.5 megawatts of power, and is close to being the largest in the world.

Director Landman next announced that Deborah Emerson is the new Operations Manager. He summarized her background in the energy trade industry and membership on various boards.

Director Slayter recognized the Sonoma County Water Agency for taking the lead in floating solar and expressed his thanks for their efforts in this. Director Landman also thanked SCWA staff for their support. He noted that this is a local, fully sustainable project that will aid in keeping more water.

MTC: Director Mackenzie reported on a meeting in Sacramento with representatives from the Bay area. He announced that Sonoma County transportation issues and the need for funding have received the attention of assembly members, and that a committee has been established, with workshops to be held.

GGBHTD: Vice Chair Rabbitt announced the successful installation of a mobile median on the Golden Gate Bridge, and reported that it is performing as designed and has prevented at least one crossover incident as of this date.

Vice Chair Rabbitt reported on a presentation on the seismic upgrade of the Golden Gate Bridge. Metals are undergoing testing at three different universities.

Ferry boats are undergoing “midlife restructuring.”

The U.S. Coast Guard has changed the passenger weight limits for boats.

NCRA: N/A

Self Help Counties Coalition: N/A

ABAG: N/A

CALCOG: See link at Item 5.2 of agenda packet; the latest newsletter was also emailed to the Board on this date.

5.3. Advisory Committee agendas*
Included in agenda.

5.4. SCTA/RCPA staff report

Ms. Smith reminded the Board of the deadline for submitting Form 700. She also referred to the handout *Road to Ruin* for informational purposes, and announced that the Peak Democracy website has been getting results.

5.5. Announcements

6. Adjourn

Adjourned at 4:40 p.m.

*Materials attached.

Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.2 – Measure M Appropriation Request: Hearn Avenue Phase 3, City of Santa Rosa

Date: April 13, 2015

Issue:

Shall the SCTA approve an amendment to cooperative agreement M30706 to revise the financial plan and wording in two of the articles for the City of Santa Rosa’s Hearn Avenue Improvements (attached)? Subsequently, shall the SCTA appropriate funds for the same project in the amount of \$1,150,000 for the Project Approval and Environmental Document (PA/ED) phase (letter attached)?

Background:

The City of Santa Rosa has an existing Measure M cooperative agreement to implement Hearn Avenue Interchange Improvements. Since that document was approved, staff identified a minor edit in the articles of Sections II and III that needed clarification and worked with County Counsel to provide clearer text of the agreement. The amendment revises the articles to agree with the revised financial plan and to clarify that the funds available to the project are limited to those appropriated for that purpose by this Board.

Additionally, the current amendment would revise the financial plan that was approved as part of the original agreement to extend the available funding to correspond to the funds programmed and approved in the 2014 Measure M Strategic Plan.

SCTA counsel recommended that the project sponsor approve the amendment prior to SCTA approval. The Santa Rosa City Council has already approved the proposed amendment.

Finally, the SCTA adopted the *2014 Measure M Strategic Plan*, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the *Strategic Plan* and the associated cooperative funding agreements, each jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed.

Coop Funding Agreement #	Jurisdiction	Category	Description	Phase	Appropriation Amount
M30706-A1	Santa Rosa	LSP	Hearn Ave Interchange Improvements	PA/ED	\$1,150,000
TOTAL					\$1,150,000

Policy Impacts:

The amendment of the cooperative agreement is consistent with established policy. The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

Fiscal Impacts:

There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2014 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of \$1,150,000 will be made available to the City of Santa Rosa for the Hearn Avenue Interchange Improvements. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

Staff Recommendation:

Staff recommends that the Board approve the amendment to cooperative agreement M30706 (A1), and also adopt SCTA Resolution No. 2015-006 thus approving the aforementioned appropriation request.

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M30706
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE CITY OF SANTA ROSA

This Amendment (the "Amendment") is made and entered into as of _____ (Effective Date) by and between the **CITY OF SANTA ROSA**, hereinafter referred to as "**CITY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, hereinafter referred to as "**AUTHORITY**."

RECITALS

1. AUTHORITY adopted that certain 2014 Strategic Plan that sets forth AUTHORITY's program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as "Measure M"). The 2014 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the "Strategic Plan"
2. Consistent with Measure M and the Strategic Plan, AUTHORITY and CITY previously entered into Cooperative Funding Agreement No. M30706 (the "Original Agreement" and collectively referred to with this Amendment, the "Agreement") to identify a local street improvement project under Measure M.
3. CITY and AUTHORITY desire to amend the following Sections and the Financial Plan (Exhibit B) to more clearly define the project and the funds available thereto.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and CITY do hereby agree as follows:

AGREEMENT

I. AMENDMENTS

Paragraph 1 of Section II is amended to read as follows:

- "1. Reimbursement of CITY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at \$5,550,000) to assist with the Hearn Avenue Interchange Project, AUTHORITY shall process CITY invoices within forty-five days of receiving an invoice in a form reasonably acceptable to AUTHORITY's Executive Director."

Paragraph 1 to Section III is amended to read as follows:

- “1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 are necessary to complete the Project, AUTHORITY will cooperate with CITY to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of CITY.”

Exhibits. The following Exhibit in the Original Agreement is replaced by the Exhibit attached hereto:

Exhibit B is replaced with Exhibit B-1.

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 1, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or CITY arising there under.

CITY OF SANTA ROSA

SONOMA COUNTY

TRANSPORTATION AUTHORITY

By: _____

Mayor

By: _____

Sarah Glade Gurney, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

City Clerk

By: _____

Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM

FOR **CITY**:

FOR **AUTHORITY**:

By: _____

City Attorney

By: _____

Legal Counsel

Authority

**COOPERATIVE FUNDING AGREEMENT NO.30706-A1
 BETWEEN
 THE SONOMA COUNTY TRANSPORTATION AUTHORITY
 AND
 THE CITY OF SANTA ROSA
 EXHIBIT B-1**

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-June 2018):

Fiscal Year	Prior	FY14/15	FY15/16	FY16/17	FY17/18	Totals
Phase I Measure M	\$1,300,000					\$1,300,000
<i>Local Match</i>	<i>\$4,346,000</i>					<i>\$4,346,000</i>
Phase II Measure M	\$500,000					\$500,000
<i>Local Match</i>	<i>\$850,000</i>					<i>\$850,000</i>
Phase III Measure M		\$1,150,000		\$1,800,000	\$800,000	\$3,750,000
<i>Local Match</i>		<i>\$1,150,000</i>		<i>\$1,800,000</i>	<i>\$800,000</i>	<i>\$3,750,000</i>
Totals	\$6,996,000	\$2,300,000		\$3,600,000	\$1,600,000	\$14,496,000

Phase I

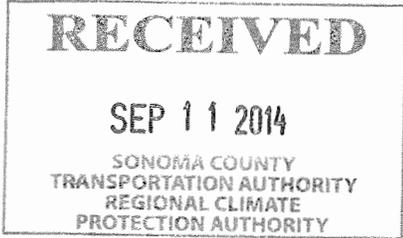
Project Development Phase	Begin	End
Scoping	April 2003	April 2004
Project Approval/Env Doc (PAED)	July 2006	July 2007
Right of Way	November 2007	July 2010
Plans, Specs, Estimates (PSE)	September 2007	August 2012
Construction	March 2014	January 2015

Phase II

Project Development Phase	Begin	End
Scoping	April 2003	March 2006
Project Approval/Env Doc (PAED)	February 2008	February 2009
Right of Way	July 2009	July 2010
Plans, Specs, Estimates (PSE)	March 2009	March 2010
Construction	July 2010	May 2011

Phase III

Project Development Phase	Begin	End
Scoping	April 2010	April 2013
Project Approval/Env Doc (PAED)	July 2014	July 2016
Right of Way	November 2016	July 2018
Plans, Specs, Estimates (PSE)	November 2016	July 2018
Construction	July 2019	July 2021



September 8, 2014

SCTA Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

FUNDING APPROPRIATION REQUEST
PROJECT NAME Hearn Avenue Interchange - Phase 3
AGREEMENT NO. M30706-05

Dear SCTA Chair:

The City of Santa Rosa hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next Board meeting for the Hearn Avenue Improvements Interchange - Phase 3.

The City has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No.M30706-05) and is ready to begin work on the Project Approval and Environmental Documents (PAED) phase of the project. Below is the specific appropriation request information.

Project Name & Description:	<i>Hearn Avenue Interchange - Phase 3</i>
Project Category:	<i>Local Street Project</i>
Phase Development Phase of this Appropriation:	<i>PAED (Project Approval & Environmental Documents - includes Preliminary Eng.)</i>
Amount of Measure M Appropriate Request:	<i>\$1,150,000</i>
Amount of Local Funding Match:	<i>\$1,150,000</i>
Sources of Local Funding Match:	<i>Capital Facilities Fees</i>
Total Project Cost:	<i>\$35,000,000</i>

The current schedule for the *Hearn Avenue Improvements Interchange - Phase 3* is as follows:

Project Development Phase	Begin	Complete
Scoping	April 2010	April 2013
PAED	July 2014	July 2016
Right of Way	November 2016	July 2018
PS&E	November 2016	July 2018
Construction	July 2019	July 2021

Thank you for your consideration.
Sincerely,



Richard Moshier
Director of Transportation and Public Works

cc: Dave Vandever
Nancy Adams

Transportation and Public Works Department
69 Stony Circle • Santa Rosa, CA 95401
Phone: (707) 543-3800 • Fax: (707) 453-3801
www.srcity.org

SCTA Resolution No. 2015-006
Sonoma County Transportation Authority
April 13, 2015
M30706-A1
City of Santa Rosa
\$1,050,000

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY
OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING
MEASURE M FUNDS OF \$1,150,000 TO THE CITY OF SANTA
ROSA FOR HEARN AVENUE PHASE 3 PROJECT APPROVAL
AND ENVIRONMENTAL DOCUMENT, IN ACCORDANCE WITH
COOPERATIVE FUNDING AGREEMENT NO. M30706-A1**

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes \$1,050,000 in 2004 dollars, for the Hearn Avenue Interchange Improvements in Santa Rosa funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter "Authority") and the City of Santa Rosa (hereinafter "City") have entered into Cooperative Funding Agreement No. M30706-A1 (hereinafter "Cooperative Agreement") regarding the Hearn Avenue Improvements (hereinafter "**Project**"); and

WHEREAS, City of Santa Rosa has submitted a Request for Appropriation of Funds dated September 11, 2014 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority's Strategic Plan and annual budget for such projects.

THEREFORE, BE IT RESOLVED, that the Authority finds the Request for Appropriation of Funds consistent with the Expenditure Plan, the Strategic Plan and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates \$1,150,000 to the City of Santa Rosa pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the City of Santa Rosa in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2014 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that all funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from approval of this resolution.

SCTA Resolution No. 2015-006
Sonoma County Transportation Authority
April 13, 2015
M30706-A1
City of Santa Rosa
\$1,050,000

THE FOREGOING RESOLUTION was moved by Director _____ seconded by Director _____, and approved by the following vote:

Director Carlstrom	_____	Director Mackenzie	_____
Director Chambers	_____	Director Miller	_____
Director Gallian	_____	Director Rabbitt	_____
Director Glade Gurney	_____	Director Russell	_____
Director Gorin	_____	Director Salmon	_____
Director Landman	_____	Director Zane	_____

Ayes: Noes: Absent: Abstain:

Sarah Glade Gurney, SCTA Chair

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on April 13, 2015 in Santa Rosa, California.

Attest:

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

Attachment: "A" Use of Appropriated Funds
 "B" Chronological Listing of Fund Appropriation Resolutions

ATTACHMENT A
Use of Appropriated Funds
SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION No. 2015-006

Date: April 13, 2015

Amount of Funds: \$1,150,000

Appropriated to: City of Santa Rosa

Program Category: Local Streets Project (LSP)

Specific Project: Hearn Avenue Phase I

Appropriated For: Project Approval / Environmental Document (PA/ED)

Scope of Work: PA/ED, including preliminary engineering.

Other Conditions:

Staff Comments: This is the fourth appropriation for this project

ATTACHMENT B
Chronological Listing of Fund Appropriation Resolutions
COOPERATIVE FUNDING AGREEMENT NO. M30706-A1
Between the Sonoma County Transportation Authority
And the City of Santa Rosa

Project Number	Resolution Number	Date	Funds Appropriated	Cumulative Total
M30706	2006-010	June 12, 2006	\$50,000	\$50,000
M30706	2010-011	May 10, 2010	\$450,000	\$450,000
M30706	2010-019	June 14, 2010	\$1,050,000	\$1,050,000
M30706-A1	2015-006	April 13, 2015	\$1,150,000	\$1,150,000
TOTAL FUNDS APPROPRIATED				\$2,700,000

Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.3– Measure M Cooperative Agreement Amendment and Appropriation Request: Bodega Bay Trail, Sonoma County Regional Parks

Date: April 13, 2015

Issue:

Shall the SCTA approve an amendment to cooperative agreement M71110 to revise the financial plan and wording in an article for the County of Sonoma Regional Parks Department’s Bodega Bay Trail project (attached)? Subsequently, shall the SCTA appropriate funds for the same project in the amount of \$200,000 for the Plans, Specifications and Estimates (PSE) and Construction (CON) phases (letter attached)?

Background:

The County of Sonoma, Regional Parks Department has an existing Measure M cooperative agreement to implement improvements on the Bodega Bay Trail project (AKA Highway 1, Bodega Bay). Since that document was approved, staff identified a minor edit in one of the articles of Section III that needed clarification and worked with County Counsel to provide clearer text of the agreement. The amendment revises the article to clarify that the funds available to the project are limited to those appropriated for that purpose by this Board.

Additionally, the current amendment would revise the financial plan that was approved as part of the original agreement to extend the available funding to correspond to the funds programmed and approved in the 2014 Measure M Strategic Plan.

SCTA counsel recommended that the project sponsor approve the amendment prior to SCTA approval. This item will go before the Board of Supervisors (BOS) on Tuesday, April 14, 2015. Staff recommends that approval of this item by SCTA be contingent on BOS approval.

Finally, the SCTA adopted the *2014 Measure M Strategic Plan*, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the *Strategic Plan* and the associated cooperative funding agreements, each jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed.

Coop Funding Agreement #	Jurisdiction	Category	Description	Phase	Appropriation Amount
M71110-A1	SC Reg Parks	Bike/Ped	Bodega Bay Trail	PSE	\$20,000
M71110-A1	SC Reg Parks	Bike/Ped	Bodega Bay Trail	CON	\$180,000
TOTAL					\$200,000

Policy Impacts:

The amendment of the cooperative agreement is consistent with established policy. The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

Fiscal Impacts:

There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2014 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of \$200,000 will be made available to the Sonoma County Regional Parks Department for the Bodega Bay Trail project. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

Staff Recommendation:

Staff recommends that the Board approve the amendment to cooperative agreement M71110 (A1), and also adopt SCTA Resolution No. 2015-007 thus approving the aforementioned appropriation request.

**AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M71110
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT**

This Amendment (the "Amendment") is made and entered into as of _____ (Effective Date) by and between the **COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT**, hereinafter referred to as "**COUNTY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, hereinafter referred to as "**AUTHORITY.**"

RECITALS

1. AUTHORITY adopted that certain 2014 Strategic Plan that sets forth AUTHORITY's program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as "Measure M"). The 2014 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the "Strategic Plan"
2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into Cooperative Funding Agreement No. M71110 in May 18, 2008 (the "Agreement") to identify a bicycle and pedestrian improvement project under Measure M.
3. COUNTY and AUTHORITY desire to amend Section III and the Financial Plan (Exhibit B) of the Agreement to more clearly define the project and the funds available thereto.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

AGREEMENT

I. AMENDMENTS

Paragraph 1 to Section III to read as follows:

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 are necessary to complete the Project, AUTHORITY will cooperate with COUNTY to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of COUNTY.

Exhibits. The following Exhibit in the Agreement is replaced by the Exhibit attached hereto:

Exhibit B is replaced with Exhibit B-1. Exhibit B-1 is incorporated into the Agreement by this reference.

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 1, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.

COUNTY OF SONOMA

SONOMA COUNTY

TRANSPORTATION AUTHORITY

By: _____

Board of Supervisors, Chairperson

By: _____

Sarah Glade Gurney, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

Clerk of the Board of Supervisors

By: _____

Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM

FOR **COUNTY**:

FOR **AUTHORITY**:

By: _____

COUNTY Attorney

By: _____

Legal Counsel

Authority

**COOPERATIVE FUNDING AGREEMENT NO. M71110
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT**

EXHIBIT B-1

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-June 2018):

Fiscal Year	Prior	14/15	15/16	16/17	17/18
Amount	\$150,000	\$200,000	\$100,000	\$0	\$0

SCHEDULE UPDATE

Phase 0 – Cheney Creek Bridge	Begin	Complete
<i>Segment 6C</i>		
Construction	2007	2008

Phase 1 - Coastal Prairie Trail	Begin	Complete
Environmental	2010	2013
Design	2012	2014
<i>Segment 1C</i>		
Construction	2014	2015
<i>Segment 1B</i>		
Construction	2015	2016

Phase 2 - Coastal Harbor Trail	Begin	Complete
Scoping	2005	2013
<i>Segment 5B – Smith Brothers Road</i>		
Environmental	2015	2016
Design	2016	2017
Construction	2017	2017
<i>Segment 3D-1, 3D-2 & 6B</i>		
Environmental	2017	2018
Design	2018	2019
Construction	2020	2021

Phase 3 – Coastal North Harbor	Begin	Complete
<i>Segment 2B</i>		
Scoping	2005	2013
Environmental	2016	2017
Design	2017	2018
Construction	2019	2019



SONOMA
COUNTY
REGIONAL
PARKS

CARYL HART, Ph.D
DIRECTOR

April 13, 2015

Sarah Gurney, Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, Ca 95401

**FUNDING APPROPRIATION REQUEST- SEGMENT 1B & 1C -
HIGHWAY 1, BODEGA BAY TRAIL – PS&E PHASE
AGREEMENT NO. M71110**

Dear Chairwoman Gurney:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2014-2015 funds at its next Board meeting for the Segments 1B & 1C - Highway 1, Bodega Bay Trail Improvements project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M71110) and design plans, specifications & estimates are underway for Segments 1B and 1C of the project, also known as Coastal Prairie Trail. A reimbursement invoice has been submitted for processing, should the Board approve this request. Below is the specific appropriation request information.

Project Name & Description:	Segment 1B & 1C -Highway 1, Bodega Bay Trail
Program Category:	Bicycle/Pedestrian Project
Phase Development Phase of this Appropriation:	Design Plans, Specifications & Estimates
Amount of Measure M Appropriate Request:	\$20,000
Amount of Local Funding Match:	\$778,000
Sources of Local Funding Match:	TDA Article 3, Coastal Impact Assistance Program, Park Mitigation Fees
Total Project Cost:	\$1,483,000

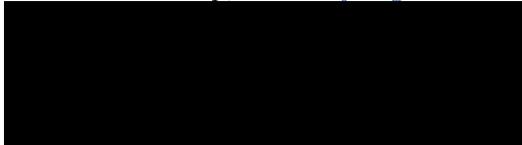
2300
County Center Drive
Suite 120A
Santa Rosa
CA 95403
Tel: 707 565-2041
Fax: 707 579-8247

All planning, environmental, and design work is being completed concurrently for Segments 1B and 1C. Construction of each segment will occur as funding is secured. Funding is available to construct Segment 1C. A pending grant could provide the remaining \$360,000 needed to construct Segment 1B. The current schedule for Segments 1B and 1C the Highway 1, Bodega Bay Trail is as follows:

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Scoping	1/2005	5/2005
Environmental	1/2010	10/2013
Right of Way (ROW)	2/2012	8/2013
PS&E	5/2012	5/2014
Construction	9/2014	5/2016

Thank you for your consideration.

Sincerely,



Caryl Hart
Director

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cc: Susan Klassen, Transportation and Public Works Director
Suzanne Smith, SCTA Executive Director



SONOMA
COUNTY
REGIONAL
PARKS

CARYL HART, Ph.D
DIRECTOR

April 13, 2015

Sarah Gurney, Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

**FUNDING APPROPRIATION REQUEST- SEGMENT 1C –
HIGHWAY 1, BODEGA BAY TRAIL – CONSTRUCTION PHASE
AGREEMENT NO. M71110**

Dear Chairwoman Gurney:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2014-2015 funds at its next Board meeting for the Segments 1B & 1C - Highway 1, Bodega Bay Trail Improvements project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M71110) and construction is complete for Segment 1C of the project, also known as a portion of the Coastal Prairie Trail. Below is the specific appropriation request information.

Project Name & Description:	Segment 1C - Highway 1, Bodega Bay Trail
Program Category:	Bicycle/Pedestrian Project
Phase Development Phase of this Appropriation:	Construction
Amount of Measure M Appropriate Request:	\$180,000
Amount of Local Funding Match:	\$778,000
Sources of Local Funding Match:	TDA Article 3, Coastal Impact Assistance Program, Park Mitigation Fees
Total Project Cost:	\$1,483,000

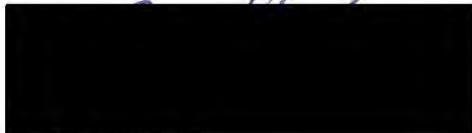
2300
County Center Drive
Suite 120A
Santa Rosa
CA 95403
Tel: 707 565-2041
Fax: 707 579-8247

All planning, environmental, and design work is being completed concurrently for Segments 1B and 1C. Construction of each segment will occur as funding is secured. Funding is available to construct Segment 1C. A pending grant could provide the remaining \$360,000 needed to construct Segment 1B. The current schedule for Segments 1B and 1C the Highway 1, Bodega Bay Trail is as follows:

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Scoping	1/2005	5/2005
Environmental	9/2010	10/2013
Right of Way (ROW)	2/2012	8/2013
PS&E	5/2012	5/2014
Construction	9/2014	5/2016

Thank you for your consideration.

Sincerely,



Caryl Hart
Director

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cc: Susan Klassen, Transportation and Public Works Director
Suzanne Smith, SCTA Executive Director

SCTA Resolution No. 2015-007
Sonoma County Transportation Authority
April 13, 2015
M71110-A1
County of Sonoma Regional Parks Dept.
\$200,000

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY
OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING
MEASURE M FUNDS OF \$1,150,000 TO THE COUNTY OF
SONOMA REGIONAL PARKS DEPARTMENT FOR BODEGA BAY
TRAIL PLANS, SPECIFICATIONS AND ESTIMATES, AND
CONSTRUCTION, IN ACCORDANCE WITH COOPERATIVE
FUNDING AGREEMENT NO. M71110-A1**

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes \$200,000 in 2004 dollars, for the Bodega Bay Trail in the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter "Authority") and the County of Sonoma Regional Parks Department (hereinafter "County") have entered into Cooperative Funding Agreement No. M71110-A1 (hereinafter "Cooperative Agreement") regarding the Bodega Bay Trail (hereinafter "**Project**"); and

WHEREAS, County has submitted a Request for Appropriation of Funds dated March 31, 2015 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority's Strategic Plan and annual budget for such projects.

THEREFORE, BE IT RESOLVED, that the Authority finds the Request for Appropriation of Funds consistent with the Expenditure Plan, the Strategic Plan and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates \$200,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the County in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2014 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that all funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from approval of this resolution.

SCTA Resolution No. 2015-007
Sonoma County Transportation Authority
April 13, 2015
M71110-A1
County of Sonoma Regional Parks Department
\$200,000

THE FOREGOING RESOLUTION was moved by Director _____ seconded by Director _____, and approved by the following vote:

Director Carlstrom	_____	Director Mackenzie	_____
Director Chambers	_____	Director Miller	_____
Director Gallian	_____	Director Rabbitt	_____
Director Glade Gurney	_____	Director Russell	_____
Director Gorin	_____	Director Salmon	_____
Director Landman	_____	Director Zane	_____

Ayes: Noes: Absent: Abstain:

Sarah Glade Gurney, SCTA Chair

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on April 13, 2015 in Santa Rosa, California.

Attest:

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

Attachment: "A" Use of Appropriated Funds
 "B" Chronological Listing of Fund Appropriation Resolutions

ATTACHMENT A
Use of Appropriated Funds
SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION No. 2015-007

Date: April 13, 2015

Amount of Funds: \$200,000

Appropriated to: County of Sonoma Regional Parks Department

Program Category: Bicycle and Pedestrian Program

Specific Project: Bodega Bay Trail (Highway 1 Bodega Bay)

Appropriated For: Plans, Specifications and Estimates: \$20,000
Construction: \$180,000

Scope of Work: Design of Segments 1B and 1C and Construction of Segement 1C of the Bodega Bay Trail

Other Conditions: None

Staff Comments: This is the second appropriation for this project

ATTACHMENT B

**Chronological Listing of Fund Appropriation Resolutions
COOPERATIVE FUNDING AGREEMENT NO. M71110-A1
Between the Sonoma County Transportation Authority
And the County of Sonoma Regional Parks Department**

Project Number	Resolution Number	Date	Funds Appropriated	Cumulative Total
M71110	2008-005	April 14, 2008	\$100,000	\$100,000
M71110-A1	2015-007	April 13, 2015	\$200,000	\$450,000
TOTAL FUNDS APPROPRIATED				\$550,000

Staff Report

To: Sonoma County Transportation Authority

From: Seana L. S. Gause, Senior – Programming and Projects

Item: 3.4– Measure M Cooperative Agreement Amendment and Appropriation Request: Central Sonoma Valley Trail, Sonoma County Regional Parks

Date: April 13, 2015

Issue:

Shall the SCTA approve an amendment to cooperative agreement M70310 to revise the financial plan and wording in two of the articles for the County of Sonoma Regional Parks Department’s Central Sonoma Valley Trail project (attached)? Subsequently, shall the SCTA appropriate funds for the same project in the amount of \$15,000 for the Environmental Planning (ENV) and the Plans, Specifications and Estimates (PSE) phases (letter attached)?

Background:

The County of Sonoma, Regional Parks Department has an existing Measure M cooperative agreement to implement improvements on the Central Sonoma Valley Trail project. Since that document was approved, staff identified a minor edit in two of the articles of Sections II and III that needed clarification and worked with County Counsel to provide clearer text of the agreement. The amendment revises the articles to agree with the revised financial plan and to clarify that the funds available to the project are limited to those appropriated for that purpose by this Board.

Additionally, the current amendment would revise the financial plan that was approved as part of the original agreement to extend the available funding to correspond to the funds programmed and approved in the 2014 Measure M Strategic Plan.

SCTA counsel recommended that the project sponsor approve the amendment prior to SCTA approval. This item will go before the Board of Supervisors (BOS) on Tuesday, April 14, 2015. Staff recommends that approval of this item by SCTA be contingent on BOS approval.

Finally, the SCTA adopted the *2014 Measure M Strategic Plan*, which sets forth the SCTA’s program and project implementation policies with regard to the use of funds provided under Measure M. Pursuant to the *Strategic Plan* and the associated cooperative funding agreements, each jurisdiction must submit an appropriation request to initiate spending of Measure M funding for the fiscal year in which the funds are programmed.

Coop Funding Agreement #	Jurisdiction	Category	Description	Phase	Appropriation Amount
M70310-A1	SC Reg Parks	Bike/Ped	Central Sonoma Valley Trail	ENV	\$5,000
M70310	SC Reg Parks	Bike/Ped	Central Sonoma Valley Trail	PSE	\$10,000
TOTAL					\$15,000

Policy Impacts:

The amendment of the cooperative agreement is consistent with established policy. The appropriation is also within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

Fiscal Impacts:

There is no fiscal impact associated with the Cooperative Agreement amendment, because the programming was approved in the 2014 Measure M Strategic Plan. Also consistent with the Strategic Plan, Measure M funds in the amount of \$15,000 will be made available to the Sonoma County Regional Parks Department for the Central Sonoma Valley Trail project. Appropriation of these funds is consistent with the funding availability defined in the Measure M cash-flow model.

Staff Recommendation:

Staff recommends that the Board approve the amendment to cooperative agreement M70310 (A1), and also adopt SCTA Resolution No. 2015-008 thus approving the aforementioned appropriation request.

AMENDMENT NO. 1 TO COOPERATIVE AGREEMENT M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
THE COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT

This Amendment (the "Amendment") is made and entered into as of _____ (Effective Date) by and between the **COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT**, hereinafter referred to as "**COUNTY**" and the **SONOMA COUNTY TRANSPORTATION AUTHORITY**, hereinafter referred to as "**AUTHORITY**."

RECITALS

1. AUTHORITY adopted that certain 2014 Strategic Plan that sets forth AUTHORITY's program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as "Measure M"). The 2014 Strategic Plan, as such plan may be amended from time to time, is hereinafter referred to as the "Strategic Plan"
2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into Cooperative Funding Agreement No. M70310 in May 18, 2008 (the "Agreement") to identify a bicycle and pedestrian improvement project under Measure M.
3. COUNTY and AUTHORITY desire to amend Sections II and III and the Financial Plan (Exhibit B) to more clearly define the project and the funds available thereto.

NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

AGREEMENT

I. AMENDMENTS

Paragraph 1 to Section II to read as follows:

1. Reimbursement of COUNTY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at \$1,900,000 in 2004 dollars) to assist with the Project. AUTHORITY shall process COUNTY invoices within forty-five (45) days of receiving an invoice in a form reasonably acceptable to AUTHORITY's Executive Director.

Paragraph 1 to Section III to read as follows:

1. Funding Availability and Needs. The funding available to the Project for expenditure is limited by the funds identified in Exhibit B-1 and to approved appropriations by the SCTA Board. If additional funds beyond those identified in Exhibit B-1 are necessary to complete the Project, AUTHORITY will cooperate with COUNTY to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of COUNTY.

Exhibits. The following Exhibit in the Original Agreement is replaced by the Exhibit attached hereto:

Exhibit B is replaced with Exhibit B-1. Exhibit B-1 is incorporated into the Agreement by this reference.

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented by this Amendment No. 1, the Agreement, together with exhibits and schedules, is and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.

COUNTY OF SONOMA

SONOMA COUNTY

TRANSPORTATION AUTHORITY

By: _____

Board of Supervisors, Chairperson

By: _____

Sarah Glade Gurney, SCTA Chair

ATTEST:

APPROVED AS TO SUBSTANCE:

By: _____

Clerk of the Board of Supervisors

By: _____

Suzanne Smith, Executive Director

APPROVED AS TO LEGAL FORM

FOR **COUNTY**:

FOR **AUTHORITY**:

By: _____

COUNTY Attorney

By: _____

Legal Counsel

Authority

**COOPERATIVE FUNDING AGREEMENT NO. M70310
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA REGIONAL PARKS DEPARTMENT**

EXHIBIT B-1

FINANCIAL PLAN AND SCHEDULE (2004 Dollars)

TOTAL BUDGET (September 2014-June 2018):

Fiscal Year	Prior	14/15	15/16	16/17	17/18
Amount	\$63,000	\$15,000	\$85,000	\$0	\$0

SCHEDULE UPDATE

Phase 1A – Larson Park	Begin	Complete
Construction	2011	2011

Phase 1B – Flowery Elementary School to Depot Road	Begin	Complete
Environmental	2014	2015
Design	2015	2015
Construction	2016	2016

Phase 1C – Verano Avenue – Sonoma Creek to Main Street	Begin	Complete
Environmental	2014	2015
Design	2015	2015
Construction	2016	2016



SONOMA
COUNTY
REGIONAL
PARKS

CARYL HART, Ph.D
DIRECTOR

April 13, 2015

Sarah Gurney, Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

**FUNDING APPROPRIATION REQUEST
CENTRAL SONOMA VALLEY BIKEWAY – E&P
AGREEMENT NO. M70310**

Dear Chairwoman Gurney:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2014-2015 funds at its next Board meeting for the Central Sonoma Valley Bikeway project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M70310) and environmental & planning work is underway for Phase 1B Flowery School to Depot Road and Phase 1C Verano Avenue – Sonoma Creek to Main Street segments of the Central Sonoma Valley Bikeway project. Below is the specific appropriation request information.

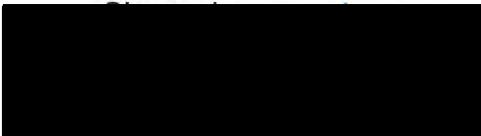
Project Name & Description:	Central Sonoma Valley Bikeway
Program Category:	Bicycle/Pedestrian Project
Phase Development Phase of this Appropriation:	Environmental & Planning
Amount of Measure M Appropriate Request:	\$5,000
Amount of Local Funding Match:	\$550,000
Sources of Local Funding Match:	MTC Lifeline, Park Mitigation Fees
Total Project Cost:	\$1,900,000

2300
County Center Drive
Suite 120A
Santa Rosa
CA 95403
Tel: 707 565-2041
Fax: 707 579-8247

The current schedule for the Central Sonoma Valley Bikeway, Phase 1B and 1C is as follows:

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Scoping	6/2007	6/2008
Environmental	12/2013	6/2015
Right of Way (ROW)	6/2007	8/2015
PS&E	12/2013	6/2015
Construction	1/2016	3/2016

Thank you for your consideration.



Caryl Hart, Ph.D.
Director

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cc: Susan Klassen, Transportation and Public Works Director
Suzanne Smith, SCTA Executive Director



SONOMA
COUNTY
REGIONAL
PARKS

CARYL HART, Ph.D
DIRECTOR

April 13, 2015

Sarah Gurney, Chair
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

**FUNDING APPROPRIATION REQUEST
CENTRAL SONOMA VALLEY BIKEWAY – PS&E
AGREEMENT NO. M70310**

Dear Chairwoman Gurney:

The Sonoma County Regional Parks Department hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate Fiscal Year 2014-2015 funds at its next Board meeting for the Central Sonoma Valley Bikeway project.

The County has entered into a cooperative funding agreement with the SCTA (Cooperative Agreement No. M70310) and design plans, specifications & estimates are underway for Phase 1B Flowery School to Depot Road and Phase 1C Verano Avenue – Sonoma Creek to Main Street segments of the Central Sonoma Valley Bikeway project. Below is the specific appropriation request information.

Project Name & Description:	Central Sonoma Valley Bikeway
Program Category:	Bicycle/Pedestrian Project
Phase Development Phase of this Appropriation:	Design Plans, Specifications & Estimates
Amount of Measure M Appropriate Request:	\$10,000
Amount of Local Funding Match:	\$550,000
Sources of Local Funding Match:	MTC Lifeline, Park Mitigation Fees
Total Project Cost:	\$1,900,000

2300

County Center Drive

Suite 120A

Santa Rosa

CA 95403

Tel: 707 565-2041

Fax: 707 579-8247

The current schedule for the Central Sonoma Valley Bikeway, Phase 1B and 1C is as follows:

Project Development Phase	Begin (MO/YR)	End (MO/YR)
Scoping	6/2007	6/2008
Environmental	12/2013	6/2015
Right of Way (ROW)	6/2007	8/2015
PS&E	12/2013	6/2015
Construction	1/2016	3/2016

Thank you for your consideration.

Sincerely,



Caryl Hart, Ph.D.
Director

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cc: Susan Klassen, Transportation and Public Works Director
Suzanne Smith, SCTA Executive Director

SCTA Resolution No. 2015-008
Sonoma County Transportation Authority
April 13, 2015
M70310-A1
County of Sonoma Regional Parks Dept.
\$15,000

**RESOLUTION OF THE BOARD OF DIRECTORS OF THE
SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY
OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING
MEASURE M FUNDS OF \$15,000 TO THE COUNTY OF SONOMA
REGIONAL PARKS DEPARTMENT FOR CENTRAL SONOMA
VALLEY TRAIL ENVIRONMENTAL PLANNING AND PLANS,
SPECIFICATIONS AND ESTIMATES, IN ACCORDANCE WITH
COOPERATIVE FUNDING AGREEMENT NO. M70310-A1**

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes \$15,000 in 2004 dollars, for the Central Sonoma Valley Trail in the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter "Authority") and the County of Sonoma Regional Parks Department (hereinafter "County") have entered into Cooperative Funding Agreement No. M70310-A1 (hereinafter "Cooperative Agreement") regarding the Central Sonoma Valley Trail (hereinafter "**Project**"); and

WHEREAS, County has submitted a Request for Appropriation of Funds dated March 31, 2015 in connection with the Project pursuant to the above referenced Cooperative Agreement; and

WHEREAS, funds are included in the Authority's Strategic Plan and annual budget for such projects.

THEREFORE, BE IT RESOLVED, that the Authority finds the Request for Appropriation of Funds consistent with the Expenditure Plan, the Strategic Plan and the Cooperative Agreement; and

BE IT FURTHER RESOLVED, that the Authority appropriates \$15,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, that funds will be disbursed to the County in accordance with the provisions of Cooperative Agreement but shall not exceed, on an annual basis, the amounts programmed by fiscal year, as shown in the Program of Projects in the 2014 Strategic Plan, as such plan may be amended from time to time; and

BE IT FURTHER RESOLVED, that all funds appropriated by the Authority under the Cooperative Agreement are hereby reflected in Attachment B; and

BE IT FURTHER RESOLVED, that this appropriation shall expire three years from approval of this resolution.

SCTA Resolution No. 2015-008
Sonoma County Transportation Authority
April 13, 2015
M70310-A1
County of Sonoma Regional Parks Department
\$15,000

THE FOREGOING RESOLUTION was moved by Director _____ seconded by Director _____, and approved by the following vote:

Director Carlstrom	_____	Director Mackenzie	_____
Director Chambers	_____	Director Miller	_____
Director Gallian	_____	Director Rabbitt	_____
Director Glade Gurney	_____	Director Russell	_____
Director Gorin	_____	Director Salmon	_____
Director Landman	_____	Director Zane	_____

Ayes: Noes: Absent: Abstain:

Sarah Glade Gurney, SCTA Chair

This **RESOLUTION** was entered into at a meeting of the Sonoma County Transportation Authority held on April 13, 2015 in Santa Rosa, California.

Attest:

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

Attachment: "A" Use of Appropriated Funds
 "B" Chronological Listing of Fund Appropriation Resolutions

ATTACHMENT A
Use of Appropriated Funds
SONOMA COUNTY TRANSPORTATION AUTHORITY
RESOLUTION No. 2015-008

Date: April 13, 2015

Amount of Funds: \$15,000

Appropriated to: County of Sonoma Regional Parks Department

Program Category: Bicycle and Pedestrian Program

Specific Project: Central Sonoma Valley Trail

Appropriated For: Environmental Planning: \$5,000
Plans, Specifications and Estimates: \$10,000

Scope of Work: Environmental Planning and Design work will be completed for Phase 1B (Flowery School to Depot Road) and Phase 1C (Sonoma Creek to Main Street). Measure M funds are being used as matching funds for a Lifeline grant along with Park Mitigation fees.

Other Conditions: None

Staff Comments: This is the second appropriation for this project. This project had \$50,000 deobligated at the request of the County in 2012.

ATTACHMENT B

**Chronological Listing of Fund Appropriation Resolutions
COOPERATIVE FUNDING AGREEMENT NO. M70310-A1
Between the Sonoma County Transportation Authority
And the County of Sonoma Regional Parks Department**

Project Number	Resolution Number	Date	Funds Appropriated	Cumulative Total
M70310	2008-006	April 14, 2008	\$63,000	\$63,000
M70310		May 14, 2012	-\$50,000	\$13,000
M70310-A1	2015-008	April 13, 2015	\$15,000	\$15,000
TOTAL FUNDS APPROPRIATED				\$28,000

Staff Report

To: SCTA Directors

From: James R. Cameron, Deputy Director of Projects and Programming

Item: 3.5 – Measure M – Authorization of Series 2015 Bond Transaction Fee Addendum for On-Call Financial Services Agreement with KNN

Date: April 13, 2015

Issue:

Should the Sonoma County Transportation Authority ("SCTA") execute a fourth addendum to its agreement with KNN Public Finance, A Division of Zions Public Finance, Inc. (KNN) to provide a negotiated transaction fee for Series 2015 Bond services?

Background:

On May 15, 2006, SCTA executed an agreement with KNN to provide financial advisor services on an on-call basis. The scope of on-call services is defined as providing analysis, consultation, and support for all financial investment and other related matters affecting the capital and operating finances of the SCTA, including the issuance of sales tax revenue notes, bonds, or other appropriate financing instruments. The scope includes providing assistance to SCTA in preparing strategic plan updates, management of sales tax and other revenue, and delivery of projects listed in the Measure M Expenditure Plan.

The agreement specifies that for the actual transaction services, such as the issuance of revenue bonds, Consultant will negotiate fixed fees that will be contingent upon the successful sale of bonds. It further stipulates that such fees, along with other costs of issuance (bond counsel, rating agency, underwriter, trustee, etc.) are to be paid from the proceeds of the bond.

For the Series 2008 bond offering, SCTA negotiated a \$130,000 fee, not including initial bond development meetings and analysis fees charged to the on-call contract, and an addendum to the on-call contract was subsequently executed. For the Series 2011 bond offering, SCTA negotiated a \$138,000 fee, including initial bond development meetings and analysis fees. KNN is prepared to provide similar services for the issuance of a third bond offering. KNN has proposed that they be compensated \$130,000, including initial bond development meetings and analysis fees, for these services. The scope of services is detailed in Exhibit A of the attached Addendum 4 to the Agreement to provide on-call financial services.

SCTA staff has analyzed the fee and determined that the fee proposal is appropriate for the level of services being provided. KNN provides a high degree of service and places particular emphasis on rating agency, bond insurer, investment outreach and bond pricing strategies designed to reduce the interest cost on the financing. KNN provides similar on-call and/or bond development services to the County of Sonoma and to SMART, as well as, many other local agencies and districts in California. KNN's experience was evident in the 2008 Series bond offering and again in the 2011 Series bond

offering when SCTA received bids reflecting a true interest cost (TIC) of 3.74% and 3.55%, respectively.

The fee assumes both a refunding of the 2008 Series Bonds and a new money issue of fixed rate tax exempt series with a par amount of up to \$60 Million. The fee would be payable from the costs of the issuance fund out of bond proceeds and would be contingent upon the successful closing of the financing. KNN would also be eligible for reimbursement for reasonable out of pocket expenses not to exceed \$5,000 (assuming no out-of-State travel).

Policy Impacts:

There are no policy impacts as a result of this proposed Addendum to the KNN Agreement. Amending the on-call agreement to provide a negotiated transaction fee is consistent with our existing agreement with KNN.

Fiscal Impacts:

Fees will be incorporated in the bond sale. The Bonds will be secured solely by, and payable solely from, receipts from the Measure M Sales Tax. Expenses will be payable on the existing KNN On-Call Financial Services Agreement.

Staff Recommendation:

Staff recommends that the Board authorize the Chair to enter into the attached Series 2015 Bond Transaction Fee Addendum to the existing on-call financial services agreement with KNN.

April 13, 2015

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE CHAIR TO EXECUTE AMENDMENT NO. 4 TO SCTA CONTRACT SCTA06005 WITH KNN PUBLIC FINANCE IN AN AMOUNT NOT TO EXCEED \$130,000 FOR SERVICES NECESSARY FOR SCTA'S 2015 SALES TAX REVENUE FINANCING.

WHEREAS, CONSULTANT and the SCTA entered into an Agreement Number SCTA06005 under which CONSULTANT provides the SCTA with general financial advisory services; and

WHEREAS, CONSULTANT and SCTA executed Addendum Number 1 to Agreement SCTA06005 to retain the professional services of the CONSULTANT to act as the SCTA's municipal financing consultant for SCTA's Measure M Sales Tax Revenue Bonds, Series 2008; and

WHEREAS, CONSULTANT and SCTA executed Addendum Number 2 to Agreement SCTA06005 to retain the professional services of the CONSULTANT to act as the SCTA's municipal financing consultant for SCTA's Measure M Sales Tax Revenue Bonds, Series 2011; and

WHEREAS, CONSULTANT and SCTA executed Addendum Number 3 to Agreement SCTA06005 to retain the professional services of the CONSULTANT to act as the SCTA's municipal financing consultant for general financial advisory services; and

WHEREAS, CONSULTANT is well qualified to provide financial advisory services to the SCTA; and

WHEREAS, the SCTA desires to retain the professional services of the CONSULTANT to act as the SCTA's municipal financing consultant for SCTA's Measure M Sales Tax Revenue Bonds, Series 2015.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorize the Chair to execute Addendum No. 4 to SCTA Contract SCTA06005 with KNN Public Finance, a division of Zions Public Finance Inc. at an amount not to exceed \$130,000.

THE FOREGOING RESOLUTION was moved by Director _____ seconded by Director _____, and approved by the following vote:

Director Rabbitt _____
Director Chambers _____
Director Gallian _____
Director Landman _____
Director Miller _____
Director Gurney _____

Director Gorin _____
Director Mackenzie _____
Director Russell _____
Director Salmon _____
Director Carlstrom _____
Director Zane _____

Ayes:

Noes:

Absent:

Abstain:

SCTA Resolution No. 2015-009
Sonoma County Transportation Authority
Santa Rosa, California

April 13, 2015

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on April 13, 2015.

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

**FOURTH ADDENDUM TO AGREEMENT WITH KNN PUBLIC FINANCE and
SONOMA COUNTY TRANSPORTATION AUTHORITY**

This Fourth Addendum is made as of April 13, 2015, by and between KNN Public Finance, a division of Zions Public Finance, Inc. (hereinafter referred to as "CONSULTANT"), and the Sonoma County Transportation Authority (hereinafter referred to as "SCTA").

RECITALS

WHEREAS, CONSULTANT and the SCTA entered into an Agreement under which CONSULTANT provides the SCTA with general financial advisory services; and

WHEREAS, CONSULTANT is well qualified to provide financial advisory services to the SCTA; and

WHEREAS, the SCTA desires to continue to retain the professional services of the CONSULTANT to act as the SCTA's municipal financing consultant; and

WHEREAS, the SCTA requires independent financial advisory services with respect to the SCTA's Measure M Sales Tax Revenue Bonds, Series 2015, and.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto mutually agree as follows:

AGREEMENT

1. GENERAL PROVISIONS

1. Paragraph 1.1 of the Agreement is amended with the following language:

1.1 SCOPE OF AGREEMENT: CONSULTANT shall perform the duties and services specifically set forth in Exhibit A-2 hereto for the SCTA's 2015 Series Sales Tax Revenue Bond financing.

2. COMPENSATION

2. Paragraph 2.1 of the Agreement is amended with the following language:

2.1 PAYMENT FOR CONSULTANT'S SERVICES: For the services associated with SCTA's 2015 Series Sales Tax Revenue Bond financing as described in Exhibit A-2 the SCTA shall pay to CONSULTANT a transaction services fee of \$130,000. Payment of the transaction fee is contingent on the sale and closing of the bonds.

3. Section 3 of the Agreement is deleted in its entirety and replaced with the following language:

3. TERM OF AGREEMENT: This Agreement shall be effective as of April 13, 2015 and shall continue in full force and effect until June 30, 2018. This Agreement may be extended for an additional three (3) years upon written direction of the SCTA Executive Director. Except as provided in paragraph 2.1 herein, no Agreement extension shall result in the amendment or alteration of any terms and conditions of this Agreement.

4. Section 13 of the Agreement is deleted in its entirety and replaced with the following language:

13. METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS: All notices, bills, and payments shall be made in writing and may be given by personal delivery, facsimile, overnight or one-day delivery service, or by mail. Payments sent by mail shall be addressed as follows:

TO SCTA: Suzanne Smith, Executive Director
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

TO CONSULTANT: David Leifer
KNN Public Finance
1300 Clay Street, Suite 1000
Oakland, CA 94612

And when so addressed, shall be deemed given upon personal delivery, facsimile proof or deposit into the possession of said delivery service or the United States mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills, and payments are to be given by giving notice pursuant to this Paragraph 13.

5. Except to the extent the Agreement is specifically amended or supplemented hereby, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of SCTA arising there under.

6. CONSULTANT warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of CONSULTANT.
IN WITNESS WHEREOF, the parties hereto have executed this Third Addendum as set forth below.

CONSULTANT

DATED: _____

By: _____

David Leifer, Managing Director, KNN Public Finance
A DIVISION OF ZIONS Public Finance Inc.

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: _____

By: _____

Sarah Gurney, Chair, SCTA

**CERTIFICATES OF INSURANCE ON FILE WITH
AND APPROVED AS TO SUBSTANCE BY SCTA:**

DATED: _____

By: _____

Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: _____

By: _____

Cory O'Donnell, County Counsel

Exhibit A-2

SONOMA COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), SERIES 2015

FINANCIAL ADVISOR SCOPE OF TRANSACTIONAL SERVICES

1. Assist the Authority in structuring the bonds through cash flow modeling and analysis.
2. Analyze which bond structures will be most attractive to bond market participants and will result in the best bond pricing for the Authority.
3. Prepare debt service analysis for the proposed Bonds including analyses under alternative market and structure scenarios.
4. Assist the Authority in solicitation and selection of Bond Counsel, Disclosure Counsel, Trustee, Printer and Underwriter, if necessary. Also assist in the procurement of special services, as needed.
5. Consider impacts of the current bond offering on possible future bond offerings.
6. Prepare a financing schedule and coordinate activities of financing team members and representatives of the Authority.
7. Assist in review of financing documents.
8. Assist Authority Officials in presenting the financing to the Authority Board, as requested.
9. Evaluate economics of credit enhancement and seek bond insurance premium and surety bids, if necessary.
10. Assist Authority in obtaining one or more credit ratings. Prepare rating agency credit presentation and coordinate meeting with credit analysts.
11. Monitor tax-exempt market conditions; make recommendations regarding timing of the pricing.
12. Establish investor outreach program to aid pre-sale marketing of the Bonds; accompany Authority Officials to meetings with institutional investors as necessary.
13. Assist the Authority and the financing team with respect to the administration and pricing of the Bonds, competitive or negotiated.
14. Assist the Authority and the financing team in arranging for the execution of financing documents and in the closing of the financing.

Staff Report

To: Sonoma County Transportation Authority

From: James R. Cameron Deputy Director of Projects and Programming

Item: 3.6 – Bond Counsel and Disclosure Counsel Agreement for 2015 Series Bond Legal Services

Date: April 13, 2015

Issue:

Shall the SCTA direct staff to negotiate and for the Chair to execute an agreement with a legal firm to provide Bond Counsel services and Disclosure Counsel services for the 2015 Bond Series Offering?

Background:

SCTA is preparing for its third issuance of Sales Tax Revenue Bonds, expected in mid-2015, to finance a portion of project costs related to Highway 101 projects. Two key members to the bond working group are Bond Counsel and Disclosure Counsel.

Bond Counsel is the attorney or firm of attorneys that provides the legal opinion delivered with the bonds confirming the legality of the bonds. In addition, they confirm that the interest on the bonds is exempt from federal and state income taxes. Bond Counsel is responsible for drafting and finalizing the legal documents associated with the bond offering including the Indenture, Authorizing Resolutions, Tax Certificate, Closing Documents, etc.

Disclosure Counsel is responsible for drafting and finalizing the Authority's Preliminary and Final Official Statements, which provide disclosure to investors about the Authority and the security for the bond offering. It is a critical component in marketing the bonds to potential investors. Disclosure counsel also provides a Rule 10b-5 opinion concerning the compliance of the Authority's disclosure documents with federal securities law, which is relied upon by underwriters bidding on the bonds. In order to give the 10b-5 opinion the Disclosure Counsel will need to conduct due diligence concerning SCTA, the 2015 Bonds and their sources of repayment. Due diligence is the inquiry made to reveal or confirm facts about SCTA, the bonds and the security for the bonds that would be material to a prudent investor in making a decision to purchase the bonds. Disclosure Counsel may also prepare other documents including a Notice of Sale or Bond Purchase Agreement.

For the 2008 Series Bond, the SCTA retained Orrick, Herrington, & Sutcliffe, LLP, to provide Bond Counsel services and Fulbright & Jaworski, LLP, to provide Disclosure Counsel Services. The cost of these past services was approximately \$134,000. Both firms provided excellent service. For the 2011 Series Bond, the SCTA retained Orrick, Herrington, & Sutcliffe, LLP, to perform both the Bond Counsel and Bond Disclosure services

Based on past performance, experience with the Measure M fiscal structure, the need to accelerate schedule, and an offer to perform both the Bond Counsel and Bond Disclosure services, staff recommends that SCTA enter into an agreement with Orrick, Herrington, & Sutcliffe, LLP, to provide Bond Counsel and Bond Disclosure services for the 2015 Series Bonds.

Going through an RFP process would lengthen the bond schedule with possible negative impacts to the bond interest rate, which would far exceed, in total bond expense, the potential minor fee differences from a select group of consultants to provide the bond legal services.

SCTA counsel has indicated that it is not required to accept a low bidder for legal services and concurs with staff that retaining a firm that has experience with the Measure M program and first bond offering is preferable if reasonable fees can be negotiated. With limited staff exposure and experience with bond offerings, it is imperative to have trust in a firm to provide legal services associated with a bond offering.

Policy Impacts:

None

Fiscal Impacts:

Fees for Bond Counsel and Disclosure Counsel are \$100,000, including expenses. All fees are contingent on the closing of the bonds and are paid from bond proceeds. This proposal is the same cost from the fees associated with the 2011 Series Bond and a reduction in cost from the fees associated with the 2008 Series Bond. It is also comparable to a recently performed RFP for similar services for another transportation agency where the winning bidder's costs were \$98,000 fee with \$5,000 of expenses.

Staff Recommendation:

Staff recommends that the Board adopt Resolution No. 2015-010 authorizing staff to negotiate and for the Chair to enter into an agreement with a legal firm to provide both Bond Counsel and Disclosure Counsel services for the 2015 Series Bonds offering, upon review and approval as to form by SCTA counsel.

April 13, 2015

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING STAFF TO NEGOTIATE AND FOR THE CHAIR TO EXECUTE AN AGREEMENT WITH A ORRICK, HERRINGTON, AND SUTCLIFFE, LLP, IN AN AMOUNT NOT TO EXCEED \$100,000 FOR BOND COUNSEL AND BOND DISCLOSURE LEGAL CONSULTANT SERVICES NECESSARY FOR SCTA'S 2015 SERIES BOND OFFERING.

WHEREAS, the SCTA requires independent Bond Counsel and Bond Disclosure legal services with respect to the SCTA's Measure M Sales Tax Revenue Series 2015 Bond offering; and,

WHEREAS, CONSULTANT is expected to be well qualified to provide bond offering legal services to the SCTA; and

WHEREAS, the SCTA desires to retain the professional services of the CONSULTANT to act as SCTA's legal consultant for SCTA's Measure M Sales Tax Revenue Series 2015 Bond Offering.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors authorize staff to negotiate and for the Chair to execute an agreement with Orrick, Herrington, and Sutcliffe, LLP in an amount not to exceed \$100,000.

THE FOREGOING RESOLUTION was moved by Director _____ seconded by Director _____, and approved by the following vote:

Director Rabbitt _____
Director Chambers _____
Director Gallian _____
Director Landman _____
Director Miller _____
Director Gurney _____

Director Gorin _____
Director Mackenzie _____
Director Russell _____
Director Salmon _____
Director Carlstrom _____
Director Zane _____

Ayes:

Noes:

Absent:

Abstain:

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on April 13, 2015.

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

Staff Report

To: SCTA/RCPA Board of Directors
From: Lauren Casey, Deputy Director, Climate Programs
Item: 4.1.1 – Shift implementation – Fuel Shift RFP
Date: April 13, 2015

Issue:

Shall the Board authorize staff to release a Request for Proposals (RFP) for the preparation of a Transportation Fuel Shift Plan outlined in the Shift Sonoma County grant?

Background:

SCTA/RCPA has funding to conduct a Transportation Fuel Shift Plan through the Shift Sonoma County grant. The Transportation Fuel Shift action plan will yield a countywide strategic plan to support rapid growth in electric vehicle (EV) use in Sonoma County through local government deployment and operation of electric vehicle charging infrastructure (EVCI).

The Draft Transportation Fuel Shift Plan RFP has been provided to local government partners at Sonoma Clean Power, the Sonoma County Water Agency, the County of Sonoma Department of General Services and Fleet, and the City of Santa Rosa for review. These and other local jurisdiction partners have been and will continue to be essential partners in the implementation of recommendations provided via the Shift Sonoma County planning grant, especially via the Sonoma County EV Partnership.

All aspects of the Shift Sonoma County project (both mode and fuel shift elements) will be informed by a public engagement and outreach component that will be supported by the new Community Affairs Specialist. The hiring process for that position is currently underway.

Staff anticipates a budget not to exceed \$115,000 for consulting services procured via this RFP, consistent with the total approved grant budget for consulting services.

Policy Impacts:

The Transportation Fuel Shift Action Plan will yield a comprehensive plan for facilitating increased use of electric vehicles in Sonoma County, consistent with the objectives to reduce consumption of carbon based fuels including the RCPA Mission, Goals, and Objectives.

Fiscal Impacts:

The budget for consulting services related to Transportation Fuel Shift will not exceed \$115,000 in available grant funding.

Staff Recommendation:

Staff recommends that the Board authorize staff to release the attached RFP with appropriate attachments for the preparation of a Transportation Fuel Shift Plan.

April 14th, 2015

Interested Parties:

The Sonoma County Transportation Authority and Regional Climate Protection Authority invite proposals from qualified consultants to submit proposals for the professional services to develop the Sonoma County Transportation Fuel Shift Plan: a strategic action plan to promote a shift in the fuel used for personal transportation in Sonoma County. As outlined in the scope of work, the Transportation Fuel Shift Action Plan includes the following deliverables:

- Electric Vehicle and EV Charging Infrastructure needs assessment
- Municipal EVCI strategy development
- Communitywide EVCI strategy development

Proposals must be submitted at or before 5:00 p.m. on May 12, 2015.

One (1) original and Six (6) hard copies and one (1) electronic copy of the proposal in .pdf format should be delivered in person or by mail to the following address:

Sonoma County Regional Climate Protection Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

Proposals and amendments to proposals received after the date and time specified above will be returned unopened. Questions regarding this RFP will be accepted through April 20, 2015 and should be directed in writing to Lauren Casey via email, lcasey@sctainfo.org, or at the address shown above. Answers to the questions received will be given at the Pre-Bid Meeting.

Those responding to the RFP will be required to comply with all applicable equal opportunity laws and regulations.

Sincerely,

Suzanne Smith
Executive Director
Sonoma County Transportation Authority/Regional Climate Protection Authority



REQUEST FOR PROPOSALS

Transportation Fuel Shift Sonoma County

Sonoma County Transportation Authority &
Regional Climate Protection Authority

490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

(707) 565-5373

Key RFP Dates

Issued: April 14, 2015

Written Questions: April 20, 2015

Pre-Bid Meeting: April 29, 2015

Submit Proposals: May 12, 2015, by 5:00 p.m.

Possible Interview Dates: May 18-20, 2015

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SECTION 1: OVERVIEW

Introduction

The Sonoma County Transportation Authority and Regional Climate Protection Authority (SCTA/RCPA) are seeking professional services to support the development of a strategic plan for Transportation Fuel Shift in Sonoma County. The Fuel Shift Plan will articulate actions local government can take to support rapid growth in electric vehicle (EV) use in Sonoma County through local government deployment and operation of electric vehicle charging infrastructure (EVCI) and local government facilitation of privately owned EVCI and electric vehicles.

The Fuel Shift Plan is part of Shift Sonoma County, a comprehensive planning project underway by the SCTA/RCPA to define and promote locally specific actions to reduce greenhouse gas (GHG) emissions from the transportation sector through a shift in the mode or fuel used for personal transportation. Professional services related to Mode Shift Plan elements will be procured through a separate request for proposals.

Negotiations may or may not be conducted with respondents; therefore, the proposal submitted should contain the respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any respondent.

It is the intent of the SCTA/RCPA to award a contract to the best-qualified firm that demonstrates experience in:

- Project management
- Shared mobility and transportation demand management needs assessment and planning
- Bike share feasibility studies
- Car share feasibility studies

This RFP does not commit the SCTA/RCPA to enter into a contract nor does it obligate the SCTA/RCPA to pay for any costs incurred in preparation and submission of Proposals or in anticipation of a contract.

The SCTA/RCPA reserves the right to:

1. Reject any or all submittals;
2. Issue subsequent Requests for Proposals;
3. Alter the Selection Process Dates;
4. Remedy technical errors in the RFP process;
5. Investigate the qualifications of all firms under consideration
6. Confirm any part of the information furnished by a Respondent
7. Obtain additional evidence of managerial, financial or other capabilities
8. Approve or disapprove the use of particular subcontractors;
9. Negotiate with any, all, or none of the Respondents;
10. Solicit best and final offers from all or some of the Respondents;
11. Award a contract to one or more Respondents;
12. Accept other than the lowest offer; and/or,
13. Waive informalities and irregularities in submittals

Background

The local governments in Sonoma County have been leaders in their efforts to reduce greenhouse gas emissions. In 2002, all 10 local government jurisdictions in Sonoma County set a national precedent by pledging to reduce greenhouse gas emissions. This was then followed in 2005, by all jurisdictions setting the boldest greenhouse gas emissions reduction target goal in the country of 25% below 1990 levels by 2015. This was done with leadership from the Climate Protection Campaign (CPC), a local non-profit organization. The SCTA has set a second benchmark goal of reducing greenhouse gas emissions to 40% below 1990 levels by 2035.

The SCTA plays a leading role in transportation in Sonoma County by securing funds, overseeing project delivery and long term planning. The SCTA acts as the countywide planning and programming agency for transportation related issues. The RCPA was formed through legislation in 2009 to coordinate countywide climate protection efforts among Sonoma County's nine cities and multiple county agencies. RCPA coordinates countywide efforts to implement and advocate a broad range of programs and projects to reduce GHG emissions. The SCTA/RCPA is made up of a Board of Directors that includes elected representatives from each of the nine cities in Sonoma County and the County Board of Supervisors.

Program Description

The Regional Climate Protection Authority (RCPA) will be the primary point of contact and contract project manager for this collaborative effort to implement the grant further described in Exhibit B. Sonoma County Transportation Authority (SCTA) is the agency administering the grant funding. It also will be the entity issuing the payment for all completed work by Task.

Shift Sonoma County

Shift Sonoma County is funded by a Sustainable Communities Planning grant awarded by the Strategic Growth Council. Shift Sonoma County is aimed at facilitating a reduction in GHG emissions from transportation by reducing vehicle miles traveled (VMT) and automobile fuel use in a manner that achieves improvements to public health and promotes equity. It is the intent of Shift Sonoma County to integrate and implement local and regional transportation planning efforts to create additional beneficial outcomes across other sustainable community goals. By developing Shift Sonoma County GHG emissions reductions will be realized by facilitating a shift in transportation away from internal combustion engine (ICE) vehicles towards low emitting modes and by making development and housing in Priority Development Areas (PDAs) and disadvantaged communities more attractive due to access to diverse mobility options.

The Transportation Fuel Shift portion of Shift Sonoma County will include the following four tasks, and all related sub-tasks detailed in Exhibit A.

Task 2.2A: Electric vehicle charging infrastructure (EVCI) needs assessment

Task 2.2B: Municipal EVCI action plan

Task 2.3C: Private EVCI action plan

Task 2.4D: Draft transportation fuel shift action plan

Eligibility Requirements

This RFP is open to all interested firms, including, but not limited to, firms that certify in a cover letter that they meet the following conditions:

1. Is not in litigation adverse to SCTA/RCPA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA/RCPA or County of Sonoma.
2. Does not represent clients in litigation adverse to SCTA/RCPA or the County of Sonoma or in other litigation that may have a significant and adverse impact on the ability to perform services for SCTA/RCPA or County of Sonoma.
3. Has the resources and commitment to complete all components of the project in a timely manner, as outlined in the Scope of Work.
4. SCTA/RCPA requires that the professional who signs the proposal as the project manager of the professional contract with County of Sonoma, shall certify that he or she will be present at all meetings requested by SCTA/RCPA staff members and will fully participate in the day-to-day management of the contract.

Proposal Requirements

Please provide one unbound proposal, plus six copies, and an electronic .pdf version, to the SCTA/RCPA office no later than 5:00 p.m. on May 12, 2015. The proposal should not exceed 30 written pages (excluding cover letter, proposal cover, table of contents and supplemental information, such as firm brochures and resumes). Supplemental information and appendices should be relevant and brief. Printing is to be on double-sided, 8-1/2" X 11" pages, using a minimum font size of 11. Proposals shall be organized using the following format:

- 1) **Cover Letter:** Identify the prime consultant and describe any subcontract arrangements. Please identify the person who is authorized to negotiate for the team, and indicate that the proposal represents a firm binding offer for 90 days.
- 2) **Key Staff:** Identify a single point of contact (project manager) and all key team members, including relevant experience. Include a statement that key team members will not be removed or reassigned without prior approval of SCTA/RCPA. Provide an organization chart of how the key staff is structured within the organization, and include all specialty Sub-consultants that would be expected to be utilized on the program.
- 3) **Project Understanding and Approach:** Describe the understanding of the need for the Transportation Fuel Shift Plan in Sonoma County. Describe your approach in meeting the task objectives outlined in Exhibit A of this RFP.
- 4) **Detailed Scope of Work and Management Approach:**
Expanding on the scope of work outlined and the tasks included in the RFP, this section should present a detailed management approach to complete the tasks, including;
 1. The detail on how to complete the tasks and timeline for completion
 2. The personnel assigned to these tasks, with billable rates and total cost per task

3. The number of hours assigned per person per task
4. Total cost of all tasks proposed

This section should describe the consultant's approach to management of the work. If sub-consultants are to be used, provide similar information for each sub-consultant. This section should discuss the consultant's organization for this project, how the work assignments are structured, and the staffing. Discuss the firm/team's approach for completing the services for this project within budget. The proposal should include a staffing plan and an estimate of the total hours detailed by position.

5) **Project Schedule:** Please identify project phasing schedules, major project milestones, and key dates in the project schedule. The project period is a total of 12 months.

6) **Project Budget:** Please provide a project budget, showing the budget for each task, as outlined in this RFP. Include the level of effort for each staff person and billing rates for each person. Identify loaded hourly rates that include all costs rolled into the rate except travel. Travel should be a separate line item. Total budget for this project is estimated to be \$115,000 from Sustainable Communities Planning Grant funding, include \$10,000 from Task 3 to assist SCTA/RCPA staff with public outreach, including Tasks 2..2 A, 2.2B and 2.2 C.

7) **References:** Provide at least three references (names and *current* phone numbers) from recent relevant work (previous three years) for the key project manager and designated staff members. Include a brief description of the projects associated with the reference, and the role of the respective team member.

8) **Professional Services Contract:** Please indicate your willingness to accept the terms and conditions in the SCTA/RCPA's standard form of contract (see Exhibit D), or list those, to which you take exception, and as appropriate, provide proposed alternate wording. It is not SCTA/RCPA's intention to make substantial changes to the SCTA/RCPA standard contract.

Appendices

Information considered by proposers to be pertinent to this project, and which has not been specifically solicited in any of the aforementioned sections, may be placed in a separate appendix section. Proposers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous materials. Appendices should be relevant and brief.

Exceptions/Deviations

State any exceptions to, or deviations from, the requirements of this RFP and segregate "technical" exceptions from "contractual" exceptions. If proposers wish to propose alternative approaches to meeting the SCTA/RCPA's technical or contractual requirements, these should be thoroughly explained, referencing the relevant section(s) of the RFP.

Debarment or Other Disqualification

Proposer must disclose any debarment or other disqualification as a vendor for any federal, state or local entities. Proposer must describe the nature of the debarment/disqualification, including where and how to find such detailed information.

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SECTION 2: INSTRUCTIONS TO PROPOSERS

Examination of Proposal Documents

By submitting a proposal, proposer represents that they have thoroughly examined and become familiar with the work required under this RFP and that the firm is capable of performing quality work to achieve the Transportation Mode Shift scope of work as set forth in Exhibit A.

Addenda

Any changes to the requirements will be made by written addendum to this RFP. Any written addenda issued pertaining to this RFP shall be incorporated into the terms and conditions of any resulting Agreement. SCTA/RCPA will not be bound to any modifications to or deviations from the requirements set forth in this RFP as the result of verbal instructions.

Clarifications

1. Examination of Documents: All relevant documents pertaining to Transportation Fuel Shift are found in the appendices of this RFP.
2. Submitting Questions
 - a. All questions must be put in writing and must be received by the SCTA/RCPA no later than 5pm on April 20, 2015. Thereafter the RCPA will enforce a Blackout period, see attached Blackout Notice Exhibit B.
 - b. Any of the following methods of delivering written questions are acceptable as long as the questions are addressed to Lauren Casey, and are received no later than the date and time specified above:

Mail: Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

E-Mail: lcasey@sctainfo.org

- c. Responses: Responses from the RCPA will be given during the pre-bid meeting.

Pre-Bid Meeting

A pre-bid meeting to discuss the questions received related to the RFP shall be held on April 29, 2015, 1:30pm-3:30pm at:

Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

Submittal Procedure

1. Date and Time

Proposals must be submitted at or before 5:00 p.m. on May 12, 2015.
Proposals received after the above-specified date and time will be returned to Proposers unopened.

2. Address

Proposals delivered by mail or in person shall be submitted to the following:

Sonoma County Regional Climate Protection Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401
Attention: Lauren Casey, Fuel Shift Sonoma County

3. Identification of Proposals

Proposer shall submit an **original and six (6) hard copies** of its proposal in a sealed package, and **one (1) digital copy**.

4. Acceptance of Proposals

The SCTA/RCPA reserves the right to

- a. Accept or reject any and all proposals, or any item or part thereof, or to waive any informalities or irregularities in proposals or in the selection process;
- b. Request additional information of Proposers at its discretion;
- c. Withdraw this RFP at any time without prior notice and the SCTA/RCPA makes no representations that any contract will be awarded to any Proposer responding to this RFP;
- d. The SCTA/RCPA reserves the right to postpone proposal openings for its own convenience.

5. Confidentiality of Proposals

Proposals received shall remain confidential until the contract, if any; resulting from this RFP is awarded. Thereafter, all information submitted in response to this request shall be deemed a public record. In the event that the Proposer desires to claim portions of its proposal as exempt from disclosure, it is incumbent on the Proposer to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page. SCTA/RCPA will consider a Proposer's request for exemption from disclosure; however, SCTA/RCPA will make its decision based on applicable laws. An assertion by the Proposer that the entire proposal is exempt from disclosure will not be honored. Firms are advised that the SCTA/RCPA does not wish to receive confidential or proprietary information and those proposers are not to supply such information except when it is absolutely necessary. If any information or materials in any proposal submitted are labeled confidential or proprietary, the proposal shall include the following clause:

[Legal name of proposer] shall indemnify, defend and hold harmless the County of Sonoma, its officers, agents and employees from and against any request, action or proceeding of any nature and any damages or liability of any nature, specifically including attorneys' fees awarded under the California Public Records Act (Government Code §6250 et seq.) Arising out of, concerning or in any way involving any materials or information in this proposal that [legal name of proposer] has labeled as confidential, proprietary or otherwise not subject to disclosure as a public record.

Pre-Contractual Expenses

Pre-contractual expenses are defined as expenses incurred by Proposer in:

1. Preparing its proposal in response to this RFP;
2. Submitting that proposal to the SCTA/RCPA;
3. Negotiating with the SCTA/RCPA any matter related to this proposal; or
4. Any other expenses incurred by Proposer prior to date of award, if any, of the Agreement.

The SCTA/RCPA shall not, in any event, be liable for any pre-contractual expenses incurred by Proposer in the preparation of its proposal. Proposer shall not include any such expenses as part of its proposal.

Joint Offers

Where two or more proposers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture. SCTA/RCPA intends to contract with a single firm and not with multiple firms doing business as a joint venture.

Insurance and Agreement Provisions

The Proposer must satisfy the insurance requirements of the proposed Professional Services Agreement. The successful Proposer will be required to adhere to the provisions, terms, and conditions of the attached standard Professional Services Agreement (Exhibit D). Objections to any provisions must be identified in the proposal. No response will signify that the agreement is acceptable as written.

Unless otherwise authorized by SCTA/RCPA, the selected consultant will be required to execute an agreement with the SCTA/RCPA for the services requested within sixty (60) days of the SCTA/RCPA's notice of intent to award. If agreement on terms and conditions acceptable to the SCTA/RCPA cannot be achieved within that timeframe, or if, after reasonable attempts to negotiate such terms and conditions, it appears that an agreement will not be possible, as determined at the sole discretion of the SCTA/RCPA, the SCTA/RCPA reserves the right to retract any notice of intent to award and proceed with awards to other consultants, or not award at all.

Levine Act

The selected consultant team will be required to disclose on the record any contribution of \$250.00 or more which they have made to an SCTA/ RCPA Director within the twelve-month period preceding submission of the RFP. This applies to your company, any member of your team, any agents for you or other team members and to the major shareholders of any closed corporation, which is part of your team. If you have made a contribution

which needs to be disclosed, you must provide written notice of the date, amount and receipt of the contribution(s) in writing to the SCTA/RCPA Executive Director, Suzanne Smith. This information will need to be provided before the SCTA/RCPA can approve any contract.

Lobbying

Any consulting firm submitting a proposal or a party representing a firm shall not influence or attempt to influence any member of the selection committee, any member of the Board of Supervisors, any member of the SCTA/RCPA Board of Directors or any employee of the SCTA/RCPA, with regard to the acceptance of a proposal. Any party attempting to influence the RFP process through ex-parte contact may be subject to rejection of their proposal.

Local Preference

SCTA/RCPA is the grant administrator, and it is the policy of the County to promote employment and business opportunities for local residents and firms on all contracts and give preference to local residents, workers, businesses and consultants to the extent consistent with the law and interests of the public. A Local Service Provider is defined as a business or consultant who has a valid physical address located within Sonoma County from which the vendor or consultant operates or performs business on a day-to-day basis, and holds a valid business license if required by a city within the jurisdiction of Sonoma County.

For quantitative evaluations of proposals, the locality of the service provider shall be included as an evaluation criterion in RFPs. Extra percentage weighting of 5% shall be provided in the total rating score for local service providers. For qualitative evaluations of proposals, Departments shall consider the locality of consultants or businesses and their sub-consultants along with other criteria identified in the RFP. If there is more than one service provider being considered and the providers are competitively matched in terms of other criteria, local service providers should be selected. If hiring sub-consultants, the County strongly encourages using local service providers.

More information about the County's purchasing policies can be found on:

<http://www.sonoma-county.org/purchasing/selling.htm>

SECTION 3: EVALUATION AND AWARD

Evaluation Procedure

An Evaluation Committee will be appointed to review all proposals received. The committee will be comprised of SCTA/RCPA staff and may include outside personnel. The committee members will read the proposals separately then convene to discuss and review the written proposals. Each member of the selection panel will then evaluate each proposal using the criteria identified below to arrive at a “proposal score” for each proposal. A list of top ranked proposals will be developed based upon the totals of each committee member’s score for each proposal.

SCTA/RCPA employees will not participate in the selection process when those employees have relationships with a person or entity submitting a proposal which would subject those employees to the prohibition of Section 87100 of the Government Code. Any firm submitting a proposal who has such a relationship with a SCTA/RCPA employee who may be involved in the selection process shall advise the SCTA/RCPA of the name of the SCTA/RCPA employee in the proposal.

The Evaluation Committee will review all written statements of qualifications submitted on time. The committee will evaluate the submittals and make a selection based on the following criteria:

- Relevant experience of the key personnel assigned to the project
- Qualifications of the Firm, including relevant experience with projects of this type
- Experience with multi-jurisdictional transportation demand management needs assessment and planning
- Experience conducting bike share feasibility studies
- Experience conducting car share feasibility studies
- Clarity on approach to complete all tasks, including schedule, budget, and scope of work
- Project understanding
- Experience and examples of greenhouse gas reduction implementation work
- Local Preference

During the evaluation period, the SCTA/RCPA may interview some or all of the proposing firms. Interviews will be scheduled during the period of May 18-20, 2015. No other interview dates will be provided; therefore, if a Proposer is unable to attend the interview on this date its proposal may be eliminated from further discussion. The interview may consist of a short presentation by the Proposer after which the evaluation committee will ask questions related to the firm’s proposal and qualifications. The committee will use pre-established criteria during the interview process to score and make their final recommendation.

If an interview process is conducted, the final compilation on which firms will be ranked, are weighted as follows: Proposal phase 80%; Interview phase 20%.

The SCTA/RCPA reserves the right to select a consultant based solely on written submittals and not convene oral interviews. If oral interviews are necessary, the selected Proposer will be requested to make a formal presentation. The Evaluation Committee will recommend one consultant from those interviewed. The recommendation will then be forwarded to the Executive Director for action.

The SCTA/RCPA reserves the right to select the proposal which in its sole judgment best meets the needs of the SCTA/RCPA.

Award

Acceptance of a proposal or other material during the selection process does not constitute a contract and does not obligate the SCTA/RCPA to award funds. Funding is subject to final contract approval by the SCTA/RCPA Board of Directors. SCTA/RCPA reserve the right to reject any and all responses without penalty and to act in the best interest of the SCTA/RCPA. The SCTA/RCPA will evaluate the proposals received and will submit the proposal considered to be the most competitive to the SCTA/RCPA Board of Directors, for consideration and selection. The SCTA/RCPA may also negotiate contract terms with the selected Proposer prior to award, and expressly reserves the right to negotiate with several Proposers simultaneously and, thereafter, to award a contract to the Proposer offering the most favorable terms to the SCTA/RCPA.

Negotiations may or may not be conducted with Proposers; therefore, the proposal submitted should contain Proposer's most favorable terms and conditions, since the selection and award may be made without discussion with any Proposer.

Notification of Award

Proposers who submit a proposal in response to this RFP shall be notified by email regarding the firm who was awarded the contract. Such notification will be made within three (3) days of the date the contract is awarded.

SECTION 4: SCHEDULE

The following is a tentative project schedule and milestone requirements for the project.

Release RFP: April 14, 2015

Written Questions: April 20, 2015

Pre-Bid Meeting: April 30, 2015

Proposals Due: May 12, 2015, by 5:00 p.m.

Possible Interview Dates: May 18, 19, 20, 2015

Consultant Selection: June 9, 2015

Kick-Off Meeting: tentatively week of June 15, 2015

Completion of Task 2.1C-1, Focused Santa Rosa Car Share Site Feasibility Assessment: July 15, 2015

Submittal of Admin Drafts for Tasks 2.1A through 2.1D: no later than April 18, 2016

Project Completion: no later than June 30, 2016

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EXHIBIT A: DRAFT SCOPE OF WORK AND SCHEDULE

TASK 2.2 DRAFT PLAN FOR TRANSPORTATION FUEL SHIFT

Task 2.2 will yield a countywide strategic plan to support rapid growth in electric vehicle (EV) use in Sonoma County through local government deployment and operation of electric vehicle charging infrastructure (EVCI) and local government facilitation of privately owned EVCI. The subtasks and work products of Task 2.2 will address planning deficiencies as identified by the Sonoma County EV Partnership and facilitate greater use of electricity as a transportation fuel in Sonoma County, measurably decreasing emissions from transportation.

Deliverables:

Each task under 2.2 requires a stand-alone work product. A culmination of each work product shall be incorporated into the Draft Transportation Fuel Shift Action Plan, Task 2.2D. The required work products are as follows:

- Task 2.0: Quarterly invoices and progress reports
- Task 2.2A: EVCI Program Needs Assessment
- Task 2.2B: Municipal EVCI Action Plan
- Task 2.2C: Private EVCI Action Plan
- Task 2.2D: Draft Transportation Fuel Shift Action Plan

2.0 PROJECT MANAGEMENT AND ADMINISTRATION

Task: 2.0 **Quarterly progress reports**

2.2 TRANSPORTATION FUEL SHIFT PLAN

Task: 2.2A **EVCI Program Needs Assessment**

Support the RCPA, SCTA, and local partners in the development of a comprehensive policy and program needs assessment. The needs assessment will identify current programs, policies and efforts related to EVCI deployment and operation within each jurisdiction, identify regional inconsistencies, and identify barriers to electric vehicle use in Sonoma County that could be addressed through local policies or programs to promote EVs and EVCI.

Subtasks:

- 2.2A-1: Assess behaviors and needs of Sonoma County electric vehicle owners and potential electric vehicle owners, and current barriers to EV use
- 2.2A-2: Survey existing EVCI infrastructure and identify gaps in potential EV driver access
- 2.2A-3: Work with RCPA to survey local stakeholders including local government partners, private sector and NGO partners, EV owners, and non-EV owners regarding existing barriers and opportunities for EVCI expansion.

- 2.2A-4: Work with RCPA to identify electric vehicle charging station priority areas throughout the county using land use, equity, and other suitability factors.
- 2.2A-5: Summarize findings of Needs Assessment

Work Products: Admin Draft EVCI Program and Policy Needs Assessment

Task: 2.1B Municipal EVCI Action Plan

Support the RCPA, SCTA, and local partners in the development of guidance for local jurisdictions of Sonoma County to address and create regional consistency around: public access to municipal charging stations, fee structure, and station siting recommendations based on technical feasibility, site characteristics, proximity policies, and alignment with local plans. The existing Sonoma County Electric Vehicle Partnership will be used as a forum to solicit input on critical issues, review draft work products, and vet final strategy recommendations. The action plan will also recommend EVCI etiquette proposals and publicize them to encourage a uniform understanding of how and when to charge an EV. Best practices issued by state or regional EV initiatives will be incorporated when possible.

Subtasks:

- 2.2B-1: Local EV Partnership Meeting #1 – Scoping and Needs Assessment
- 2.2B-2: Local EV Partnership Meeting #2 – Municipal workplan review, priority site submittals, priority policy question submittals
- 2.2B-4: Municipal site screening and recommendations
- 2.2B-5: Municipal EVCI policy, program, and operations strategy development
- 2.2B-6: Local EV Partnership Meeting #3 – review draft Municipal EVCI Action Plan

Work Products: - Admin Draft Municipal EVCI action plan

Task: 2.2C Private EVCI Action Plan

Support the RCPA, SCTA, and local partners to develop an action plan to support expansion of privately owned EVCI at residences (including multifamily properties) and businesses, in a manner consistent with local and regional plans. The action plan for private EVCI will include guidance on how to install stations that will leverage the existing “Electric Vehicle Charging Station Program and Installation Guidelines” developed by the County in 2011. The plan will also identify local policies that aid or hinder private EVCI development, explore incentives (including streamlined permitting, EV electric rates, and rebates), and identify financing options. Specific attention will be given to financial tools to support disadvantaged populations, renters, and project developers in Priority Development Areas.

Subtasks:

- 2.2C-1: Local policy gap analysis
- 2.2C-2: Assemble best practices and strategy options for local government and local government partnerships
- 2.2C-3: Survey local EV stakeholders
- 2.2C-4: Community wide siting framework and recommendations

Work Products: Admin Draft Private EVCI Action Plan

Task: 2.2D Draft Fuel Shift Action Plan

Subtasks:

- 2.2D-1: Package results of tasks 2.2A-D into a comprehensive plan for facilitating an increase in electric vehicle use
- 2.2D-2: Report layout and design

Work Products: Draft Fuel Shift Action Plan

Task: 3 Community Engagement Support

The SCTA and RCPA will be leading community engagement campaigns related to many transportation priorities, including mode shift and fuel shift programs, that will inform the recommendations made in the Fuel Shift Action Plan. The consultant budget to support the RCPA includes making recommendations for survey or focus group questions, stakeholder group meeting priorities, and other strategies to engage the community in the development of local government strategies to expand EVCI:

- 3.1 (Related to 2.2A: EVCI program needs assessment) Work with SCTA/RCPA outreach staff to identify community program priorities for: aging and disabled populations, home to school trips, home to work trips, and recreation and tourism.
- 3.2 (Related to 2.2B: Municipal EVCI Action Plan) Support SCTA/RCPA outreach staff in engagement with local government partners and EV stakeholder groups such as local government employees, car share operators, charging infrastructure vendors, commercial property owners, and citizen neighbors of prospective EVCI sites.
- 3.3: (Related to 2.2C: Private EVCI Action Plan) Support SCTA/RCPA staff in engagement EV stakeholder groups. Support SCTA/RCPA staff in identifying and presenting opportunities for public private partnerships to expand the reach EVCI programs to expand the reach of local government programs or policies to facilitate EVCI including real estate professionals, commercial and multifamily property owners, EV owners associations, community development professionals, car dealerships, construction professionals, and technology vendors.

Work Products: Community engagement campaign recommendations as needed.

EXHIBIT B: SHIFT SONOMA COUNTY GRANT PROPOSAL

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EXHIBIT C: BLACKOUT NOTICE

Upon release of this RFP, the Executive Director hereby directs all personnel associated with the SCTA/RCPA to refrain from communicating with prospective Proposers and to refer all inquiries to the Executive Director or other authorized representative. This procedure is commonly known as a "blackout notice" and shall be imposed with the release of the RFP.

Proposers shall refrain from contacting the members of the SCTA/RCPA Board of Directors regarding this RFP during the evaluation process. Any party attempting to influence the RFP process through ex parte contact may have their proposal rejected.

The notice may be issued in any format (e.g., letter or electronic) appropriate to the complexity of the RFP.

Blackout notices are not intended to terminate all communication with Proposers. Contracting officers should continue to provide information as long as it does not create an unfair competitive advantage or reveal proprietary data.

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EXHIBIT D: STANDARD AGREEMENT FOR CONSULTING SERVICES

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Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Deputy Director, Climate Programs
Item: 4.1.2 – Climate Action 2020 Adaptation Updates
Date: April 14, 2015

Issue:

Shall the Board adopt final climate adaptation objectives to inform the evaluation of greenhouse gas reduction strategies that also have an adaptation benefit, and to inform the pursuit of future partnerships and grant funding?

Background:

Definitions

“Adaptation” – refers to efforts to reduce vulnerabilities to climate change risks.

“Mitigation” – in the climate action context refers to efforts to reduced greenhouse gas emissions, and therefore contributions to climate change.

“Resilience” – is used to refer to the ability of our community to withstand or recover from climate change impacts

Climate Action 2020 – Adaptation Objectives

A list of draft adaptation objectives were approved by the Board at the March 9th meeting, after much constructive discussion. Staff offers the following changes to advance clarity:

- Re-ordered them with more proactive objectives towards the top of the list and more reactive objectives towards the bottom of the list
- Clarify that numbers do not denote prioritization
- Defined “adaptation” at the top

These objectives will give RCPA staff a framework to guide current partnerships (such as continued work with the Sonoma County Water Agency through the Climate Ready grant), allow us to identify new partnerships with initiatives with overlapping goals (such as Health Action), and to guide pursuit of future grant funding.

Climate Action 2020 will highlight greenhouse gas reduction measures that also promote these objectives, and will identify existing initiatives in Sonoma County that are advancing these objectives as well such as groundwater management planning processes, SCWA partnerships for enhanced monitoring and reservoir management, the sustainable food action plan, health action, and others.

Community Engagement – Sonoma Adaptation Forum

On April 8th the RCPA co-hosted the first ever Sonoma Adaptation Forum at Sonoma State University. Several Directors and staff participated and will provide an overview of the event to at the Board meeting.

A follow-up workshop will be held on May 21st: entitled “Building the Climate Ready Roadmap.” Participants will be facilitated towards coordinated actions that serve the RCPA Adaptation Objectives. The event is invitation only in order to manage the size of the discussion. However participation by elected and staff leaders from each jurisdiction is desired. RSVPs can be requested from Lauren Casey at lc Casey@sctainfo.org. The draft agenda for the Roadmap workshop follows:

May 21 Adaptation Workshop: Building a Climate Ready Roadmap

Where: Laguna de Santa Rosa Foundation, Heron Hall, 900 Sanford Rd. Santa Rosa, CA

When: May 21, 2015 Follow-up Workshop: Building a Climate Ready Roadmap

Draft Agenda:

8:30	Registration and Coffee
9:00	Welcome from Forum Committee Kickoff from Bruce Riordan, Climate Readiness Institute Orientation and overview of day from Facilitator
9:45	Dialogue: Climate Adaptation Leverage Opportunities (Speakers, Audience)
10:45	Break
11:00	Strategy Session Part 1: Interactive, facilitated session generating high-leverage, cross-sector strategies.
12:00	Lunch
1:00	Strategy Session Part 2: Narrow potential strategies
2:00	Action Planning: What are potential levers for change in these strategies? What are next steps? What resources are needed?
3:00	Gallery Walk and Break
3:45	Next Steps, Commitments, and Closing Remarks over a Celebratory Happy Hour
4:30	Adjourn

The workshop has been planned by the Sonoma County Adaptation Forum Planning Committee:

The North Bay Climate Adaptation Initiative and the Community Foundation Sonoma County, the Regional Climate Protection Authority (RCPA), Local Government Commission, Sonoma County Water Agency, Sustainable SSU at Sonoma State University, County of Sonoma Energy & Sustainability Division, County of Sonoma Public Health Division, Brelje & Race Consulting Engineers, Leadership Institute for Ecology and the Economy, and Sustainable North Bay

Policy Impacts:

If adopted, the final adaptation objectives will become part of the Climate Action 2020 plan.

Fiscal Impacts:

None.

Staff Recommendation:

Staff recommends that the Board approve the final adaptation objectives for inclusion in the Climate Action 2020 plan

RCPA Climate Adaptation Objectives

Climate Adaptation = taking action to reduce vulnerability to climate risk

Objectives*		Opportunities	
1. Reduce greenhouse gas emissions			
Addressing causes 	2	Increase the knowledge, ability and capacity to respond to climate impacts, especially in vulnerable populations	Explore opportunities to provide education and resources to the public about climate risks, especially vulnerable populations. Link vulnerable populations to services that help to reduce safety, health and financial risks associated with climate change impacts.
	3	Mainstream the use of climate projections (not just past patterns) in planning, design, and budgeting	Education and sharing of information among government agencies, explore the feasibility of guidelines for including climate change information in future planning, infrastructure and decision making.
	4	Promote a sustainable, climate-resilient economy	Better define the economic risks of climate change, communicate to businesses and the broader community what practices contribute to climate resilience and how to adopt them
	5	Promote healthy communities	Invest in measures that build community capacity to adapt to climate change such as improving baseline health, well-being, and financial security
	6	Protect coastal, bayside, and inland “buffer zones”	Protect, expand, and enhance wetlands, water source areas, and flood zones, review/revise land management plans and development codes, parks plans, and fire management zones
	7	Promote food system security and agricultural climate preparedness	Promote peer-to-peer agricultural adaptation networking, assess potential need to cultivate alternative crops
	8	Protect water resources	Conserve and re-use water, protect and enhance groundwater recharge areas, capture storm and flood water, protect streamside areas
Addressing symptoms 	9	Protect energy resources	Invest in strategies to ensure the long-term sustainability of energy resources throughout our communities.
	10	Protect buildings, infrastructure, and transportation systems	Conduct an assessment of risk by evaluating the climate variables effects on key infrastructure, buildings and transit systems throughout our communities.
	11	Increase emergency preparedness	Inter-agency planning; public education about climate hazards; assess and address gaps in vulnerable populations’ capacity to respond to extreme events

*Objective numbers do not indicate priority; all are interrelated and essential to build resilience.

Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: 4.2.1 – Reimagining Santa Rosa CityBus
Date: April 13, 2015

Issue:

What is the Reimagining CityBus project?

Background:

The *FY 12-21 Short-Range Transit Plan* for Santa Rosa CityBus identified the need for a Comprehensive Operational Analysis (COA) and long-range plan for the Santa Rosa CityBus system to 1) provide a roadmap for development of the transit system that is more closely linked to land use, development patterns, and the needs of current and future transit riders, and 2) provide an opportunity to re-evaluate the role of transit in Santa Rosa and how services should be provided. The City sought and was awarded funding from the Metropolitan Transportation Commission’s Transit Performance Initiative Incentive Program to support this project, and work is now underway.

Project Overview:

The goal of the Reimagining CityBus project is to create a blueprint for the build-out of the “ideal” transit system for Santa Rosa that reflects current and future travel patterns, needs, and priorities; more closely links transit planning with land use planning; and improves the efficiency, effectiveness, and overall operation of the bus system. This goal may be achieved through a combination of changes to route alignments, schedules and the overall design of the transit system network, as indicated by planning analysis, public feedback, and Santa Rosa City Council guidance.

The outcomes of the project will be a new, short-term revenue-neutral service plan that can be implemented within approximately six months, in addition to both moderate and “unconstrained” plans that will guide future system enhancements when additional funding becomes available.

To achieve these goals and outcomes, six major tasks and related public engagement activities will be conducted over the three phases of the project between March and December 2015:

Phase I March- May 2015	1) Market Analysis and Route/Network Analysis: These analyses provide the planning data that will guide and inform the process, including updated information on demographics, land use, travel patterns, and current transit system performance.
	2) Visioning: A broad-based public process to discuss the trade-offs involved with transit service design and what type of system is the best fit for Santa Rosa today and in the future.

Phase II <i>June-Sept. 2015</i>	3) Service Design Guidelines: Development of policies to guide service planning, consistent with outcome of Visioning process, to be adopted by City Council.
	4) Development and Evaluation of Alternatives: Conceptual scenarios for transit system design to be reviewed by the City Council, stakeholders, and the public. At the end of this phase, one scenario may be selected or a hybrid may be developed based on the feedback received.
Phase III <i>Sept.-Dec. 2015</i>	5) Draft Service Plan: The selected transit system design scenario will used to build a short-term, revenue neutral service plan; a medium-term, moderate growth plan; and a long-term, financially unconstrained growth plan (i.e., the “ideal system”).
	6) Final Service Plan: Based on public comment on the draft service plan, a final service plan will be developed and brought to the City Council for a public hearing and adoption.

Implementation of the new service plan will occur in approximately July 2016.

Inter-operator Coordination:

This project includes analysis and public engagement activities related to how the service plan will accommodate and prioritize coordination of CityBus services with those of partner transit operators, including Sonoma County Transit, Golden Gate Transit, and SMART. These operators have each designated a staff member to serve on the Technical Advisory Committee (TAC) for the project. SCTA has also designated staff to serve on the TAC.

Public Involvement:

The Public Involvement Plan for the project includes a range of public engagement activities to meet the goal of conducting an interactive and collaborative process that engages a broad spectrum of transit riders, potential riders and stakeholders in the process. The mix of strategies will vary during the three phases of the project, as illustrated in the table below:

Outreach/Involvement Strategy	Phase I <i>March-May</i>	Phase II <i>June-Sept.</i>	Phase III <i>Sept.-Dec.</i>
Stakeholder outreach	✓	✓	✓
Community group meetings	✓	✓	✓
Planning charrettes/public workshops	✓		✓
Mobile outreach	✓	✓	✓
Surveys (intercept and online)	✓		✓
City Council reports	✓	✓	✓
Public hearing			✓

Various methods will be used to provide information and notifications related to the project, including a project website (www.srcity.org/reimagining) that will serve as a repository for project documents, information about public involvement activities, and regular updates on project progress; print materials in English and Spanish, such as car cards, takeaway cards, rider alerts, and meeting notices; email updates; media outreach; and information provided through the networks of partner agencies and organizations.

Next Steps:

During the months of April and May, the following activities will occur:

- Release of survey on priorities and trade-offs (online and hard copy in both English and Spanish);
- Santa Rosa City Council planning charrette on April 16, 8:00-11:00am, in the Person Auditorium at Finley Community Center;
- Public planning charrette on April 29, 5:00-7:00pm, in the Forum Room at the Central Santa Rosa Library;
- Mobile outreach at events and in high-traffic locations including the Transit Mall; and
- Ongoing stakeholder engagement and outreach through community partners.

Santa Rosa Transit Division staff will return to the City Council in the month of June with a summary of the findings from Phase I of the project, including planning analysis and public feedback, and proposed Service Design Guidelines to guide work on conceptual scenarios for the transit system that will be developed during the summer of 2015.

Project Information:

More information about the project can be found at www.srcity.org/reimagining or by contacting Rachel Ede, Transit Planner and Reimagining CityBus project manager, at [rede@srcity.org](mailto:redede@srcity.org) or 543-3337.

Policy Impacts:

This is an informational item. There are no policy impacts.

Fiscal Impacts:

This is an informational item. There are no fiscal impacts.

Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: 4.3.1 – FY15/16 Coordinated Claim for transit funding
Date: April 13, 2015

Issue:

Shall the Sonoma County Transportation Authority (SCTA) approve the FY15/16 Coordinated Claim for State and local transit funding?

Background:

Each year a Coordinated Claim for Transportation Development Act (TDA), State Transit Assistance (STA), and Measure M funds is developed by the jurisdictions of Sonoma County. These funds are the primary source of operating revenue for all of Sonoma County's transit operators. Because the service areas of transit operators in Sonoma County cross jurisdictional boundaries, the Metropolitan Transportation Commission (MTC) requires that a Coordinated Claim for these funds be prepared and adopted annually by the SCTA.

Transportation Development Act (TDA) revenues are derived from sales tax receipts (0.25% of the state sales tax).

State Transit Assistance (STA) funds are derived from a portion of sales tax revenues collected from the sale of vehicle fuels. They are allocated from three subcategories:

- i) Population Formula Funds go to local operators for transit projects.
- ii) Regional Paratransit Funds are available from MTC for paratransit services by Sonoma County Transit (SCT), Santa Rosa CityBus, and Petaluma Transit.
- iii) Revenue Based Funds are allocated to operators eligible for TDA Article 4: SCT, Santa Rosa CityBus, and Petaluma Transit.

Measure M revenues are also derived from sales tax receipts (0.25%) with bus transit receiving 10% of the incoming revenue. Measure M is administered by SCTA. Measure M funds are generally used by local operators to support fixed-route and paratransit operations.

The revenue streams from all of these sources are affected by changes in the economy, as well as changes in legislation and programs; thus, operators must deal with funding instability as a constant condition. The combined total from the three funding sources in FY 15/16 is approximately 2% higher than it was in FY 14/15.

Population is another variable since it is used as a method of distribution of funding. From the FY06/07 Coordinated Claim until now, the Sonoma County Transit service area population percentage (i.e., 100% minus Santa Rosa & Petaluma) has decreased from 55.44% to 53.26%; Santa Rosa has risen from 32.74% to 34.71%; Petaluma has increased from 11.82% to 12.03%, of total county population.

What is the Coordinated Claim?

The Coordinated Claim documents existing inter-jurisdictional funding agreements for transit services in Sonoma County as they relate to the distribution of TDA, STA and Measure M funds. The process of developing the Coordinated Claim each year is the primary mechanism for establishing contribution amounts for services provided by transit operators to local jurisdictions.

The funding amounts displayed in the Coordinated Claim are estimates based on the latest fund estimates prepared by the Metropolitan Transportation Commission (MTC) and the County Auditor's office. While the fund estimates are subject to fluctuation over the course of the fiscal year, the Coordinated Claim serves as the basis from which transit operators base their annual TDA & STA funding requests to MTC. Generally transit operators make their annual claims to MTC in May and June, so that funding is received prior to the start of the new fiscal year.

Fiscal Year 2015/2016 Funding Coordination:

In general, most jurisdictions provide TDA funding to Sonoma County Transit for a variety of contract transit services. For a complete listing of all contracted services, please refer to the Coordinated Claim.

Based on a contribution formula established in FY1996/1997, all Sonoma County entities contribute to Golden Gate Transit (GGT). Collectively, as required by MTC resolution 2858, these contributions provide an amount equal to 25% of Sonoma County's fiscal year TDA funds.

In order to fund complementary paratransit services required by the Americans with Disabilities Act (ADA) of 1990, each entity that contracts with Sonoma County Transit contributes an additional 20% of their fixed-route contributions to support ADA required paratransit services. Currently, Sonoma County Transit contracts with Volunteer Wheels to provide its ADA paratransit service. Petaluma Transit and Santa Rosa CityBus currently contract with MV Transportation to provide paratransit services within their respective service areas.

Fiscal Impacts:

The combined total from the three funding sources is estimated at just over \$26.8 million.

Requested Action:

Staff recommends that the Board review and approve the attached FY15/16 Coordinated Claim. The Transit Technical Advisory Committee (TTAC) and the Transit Paratransit Coordinating Committee (TPCC) reviewed and recommended approval to the Board at their recent meetings (March 11, 2015 and March 17, 2015, respectively).

FY 2015-16 TDA / STA / Measure M - Fund Summary

1.5

	TDA**		STA**		MEASURE M		Total TDA / STA / MEASURE M	
Forecasted Revenue:	\$22,900,000	100.00%	\$2,897,335		\$2,290,000	100.00%	\$28,087,335	100.00%
MTC Contributions:	801,500	3.50%	-----		-----		801,500	2.85%
County Administration (Auditor)	40,000	0.17%	-----		-----		40,000	0.14%
Article 3 - Bicycle & Pedestrian Projects	441,170	1.93%	-----		-----		441,170	1.57%
FY 2014-15 Funds to Transit Operators	\$21,617,330	94.40%	\$2,897,335	100.00%	\$2,290,000	100.00%	\$26,804,665	95.43%
Petaluma Transit	1,590,268	7.36%	287,527	9.92%	275,461	12.03%	2,153,257	8.03%
Santa Rosa CityBus	5,717,756	26.45%	1,042,840	35.99%	794,804	34.71%	7,555,400	28.19%
Sonoma County Transit*	8,904,973	41.19%	1,516,221	52.33%	1,219,734	53.26%	11,640,929	43.43%
Golden Gate Transit	5,404,333	25.00%	50,747	1.75%	-----	-----	5,455,080	20.35%
Totals by Funding Source	\$21,617,330	100.00%	\$2,897,335	100.00%	\$2,290,000	100.00%	\$26,804,665	100.00%
% by Funding Source	80.65%		10.81%		8.54%		100.00%	

* includes support for Cloverdale Transit local service and Mendocino Transit Authority coast service.

** Does not include prior-year funds available for allocation. See page 4 of the TDA Claim and page 1 of the STA claim for projected prior-year funds available by operator.

I. TDA Funds Available

1.5

TDA Forecast	FY 2015-16	SCTA Adopted
		Coordinated Claim Distribution
		FY 2014-15
	\$22,900,000	\$21,210,000
Less: MTC Administration	114,500	106,050
MTC Planning	687,000	636,300
County Administration	40,000	29,500
Subtotal:	22,058,500	20,438,150
Less: Article 3 Pedestrian/Bicycle Funding (2.0%)	441,170	408,763
Total: Article 4 and 8 available	\$21,617,330	\$20,029,387

Adopted FY 2015 TDA Estimate:	\$21,210,000
Revised FY 2015 TDA Estimate (1-2015):	\$21,600,000
Auditor's FY 2016 Estimate:	\$22,900,000

% Change- FY 2015 Adopted Estimate vs. FY 2016 Auditor's Estimate:	7.97%
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II. Distribution of TDA Funds

A. Distribution by Apportionment Area

Area	Population*	Percent	FY 2015-16 Apportionment	FY 2014-15 Apportionment	Difference
Cloverdale	8,641	1.7617%	\$380,837	\$354,051	\$26,786
Cotati	7,288	1.4859%	321,206	298,548	22,658
Healdsburg	11,541	2.3530%	508,650	470,040	38,610
Petaluma	59,000	12.0289%	2,600,324	2,401,617	198,707
Rohnert Park	40,722	8.3024%	1,794,752	1,675,871	118,881
Santa Rosa	170,236	34.7076%	7,502,860	6,946,776	556,084
Sebastopol	7,440	1.5169%	327,905	304,062	23,843
Sonoma	10,801	2.2021%	476,036	438,265	37,771
Windsor	27,104	5.5259%	1,194,562	1,108,099	86,463
County	147,713	30.1156%	6,510,197	6,032,059	478,138
Total	490,486	100.0000%	\$21,617,330	\$20,029,388	\$1,587,942

* California Department of Finance - January 1, 2014 - Based on published population by entity - Table E-1.

B. Funds allocated to Golden Gate Transit for regional transit services:

Area	Distribution	FY 2015-16 Allocation	FY 2014-15 Allocation
Cloverdale	10.0148%	\$38,140	\$35,430
Cotati	28.8549%	92,684	86,139
Healdsburg	10.0148%	50,941	47,037
Petaluma	28.8549%	750,321	692,931
Rohnert Park	28.8549%	517,874	483,534
Santa Rosa	25.0000%	1,875,715	1,736,694
Sebastopol	10.0148%	32,839	30,427
Sonoma	10.0148%	47,674	43,857
Windsor	10.0148%	119,634	110,887
County	28.8549%	1,878,511	1,740,412
Total		\$5,404,333	\$5,007,348
		25.00%	of County TDA

**C. Contribution to Sonoma County Transit for intercity services between Petaluma and Santa Rosa:
(Sonoma County Transit Routes 44 & 48)**

Area	FY 2015-16		
	Percent of Route Budget*	Fixed-Route Allocation	Paratransit Allocation**
Petaluma	14.64%	\$216,445 (1)	\$43,289

* Cotati and Rohnert Park contributions to Sonoma County Transit Routes 44 & 48 are included in Section D.

(1) - includes contribution for maintenance of the Petaluma Transit Mall.

** Assumes 20% of fixed-route contribution for ADA complementary paratransit services.

D. Funds allocated to support intercity Sonoma County Transit/Paratransit services:

Area	FY 2014-15			FY 2015-16			
	Total Contribution	80% Fixed Route	20% Paratransit	Percent of TDA	Total Contribution	80% Fixed Route	20% Paratransit
Cotati	\$168,784	\$135,027	\$33,757	Remainder	\$181,421	\$145,137	\$36,284
Sebastopol	132,816	106,253	26,563	Remainder	143,028	114,422	28,606
Healdsburg	263,614	210,891	52,723	Remainder*	285,619	228,495	57,124
Cloverdale	216,524	173,219	43,305	Remainder*	232,465	185,972	46,493
Windsor	712,365	569,892	142,473	Remainder	767,385	613,908	153,477
Rohnert Park	445,178	356,142	89,036	Remainder	470,185	376,148	94,037
Sonoma	187,009	149,607	37,402	Remainder	204,437	163,550	40,887
Total	\$2,126,290	\$1,701,032	\$425,258		\$2,284,540	\$1,827,632	\$456,908

* Remaining TDA funds less support for City operated transit services.

E. Other contract services between apportionment areas:

Area	FY 2015-16 Contribution	Claiming Agency	Purpose	FY 2014-15 Contribution
Cloverdale	\$110,232	County	Cloverdale Transit local service (reimbursement)	\$102,097
County				
County	90,611	Santa Rosa	Support for Santa Rosa Transit Mall Operations	83,924
Cotati Total FR * PT	47,101	County		43,625
Cotati*	37,681	County	Local Routes 10 & 11	34,900
Cotati**	9,420	County	Local Paratransit Contribution**	8,725
Healdsburg	172,090	County	Healdsburg Transit local service (reimbursement)	159,390
Rohnert Park FR & PT Total	806,693	County		747,160
Rohnert Park*	645,355	County	Local Routes 10,11,12,14	597,728
Rohnert Park**	161,339	County	Local Paratransit Contribution**	149,432
Sebastopol FR & PT Total	152,038	County		140,818
Sebastopol*	121,631	County	Local Route 24	112,655
Sebastopol**	30,407	County	Local Paratransit Contribution**	28,163
Sonoma FR & PT Total	223,924	County		207,399
Sonoma*	179,140	County	Local Routes 32 & 34	165,920
Sonoma**	44,784	County	Local Paratransit Contribution**	41,479
Windsor FR & PT Total	307,543	County		284,847
Windsor*	246,035	County	Local Route 66 ***	227,878
Windsor**	61,508	County	Local Paratransit Contribution**	56,969

* Contributions assume a 7.97% change over FY 2014-15 (from page 1).

** Assumes 20% of fixed-route contribution for ADA complementary paratransit services.

*** Includes contribution for maintenance of the Windsor Intermodal Facility.

F. Paratransit Contributions

See paratransit contributions detailed in Section II, C,D,E and summarized in Section III column F.

Prior-Year Revenue Adjustment*

*Prior year revenue adjustments are reflected in "Prior Year TDA Funds Available" on page 4. Balances are in accordance with MTC's Draft Regional Fund Estimate dated February 25, 2015.

IV. Distribution of TDA Article 3 Pedestrian/Bicycle Funds

Area	FY 2015-16		Current-Year Funds Available
	Population	Apportionment	
Cloverdale	1.7617%	\$7,772	
Cotati	1.4859%	6,555	
Healdsburg	2.3530%	10,381	
Petaluma	12.0289%	53,068	
Rohnert Park	8.3024%	36,628	
Santa Rosa	34.7076%	153,120	
Sebastopol	1.5169%	6,692	
Sonoma	2.2021%	9,715	
Windsor	5.5259%	24,379	
County	30.1156%	132,861	
Total	100.0000%	\$441,170	\$0

Article 3 Summary

Projected FY 2015-16 Apportionment	\$441,170
- Other	0
FY 2014-15 Article 3 Funds Available for Distribution	441,170
Projected Prior-Year Fund Balance*	764,573
Total Article 3 Funds Available	\$1,205,743

* Per MTC Draft Regional Fund Estimate 2-25-15.
 Article 3 claimants should confirm their prior-year balance with SCTA prior to submitting a claim to MTC.

III. Summary of TDA Fund Activity

1.5

Agency	A. FY 2015-16 TDA Apportionment	B. FY 2015-16 Contributions to GGT	C/D. FY 2015-16 Contributions to SCT	E. +/- FY 2015-16 Contract Services	F. FY 2015-16 Contributions to SC Paratransit	Projected FY 2015-16 TDA Entitlement	Projected Prior-Year TDA Funds Available*	Projected Total TDA Funds Available
Cloverdale	\$380,837	(\$38,140)	(\$185,972)	(\$110,232)	(\$46,493)	\$0	\$0	\$0
Cotati	321,206	(92,684)	(145,137)	(37,681)	(45,704)	0	0	0
Healdsburg	508,650	(50,941)	(400,585)	---	(57,124)	0	0	0
Petaluma	2,600,324	(750,321)	(216,445)	---	(43,289)	1,590,268	775,365	2,365,633
Rohnert Park	1,794,752	(517,874)	(376,148)	(645,355)	(255,376)	0	0	0
Santa Rosa	7,502,860	(1,875,715)	---	90,611	---	5,717,756	3,967,120	9,684,876
Sebastopol	327,905	(32,839)	(114,422)	(121,631)	(59,013)	0	0	0
Sonoma	476,036	(47,674)	(163,550)	(179,140)	(85,671)	0	0	0
Windsor	1,194,562	(119,634)	(613,908)	(246,035)	(214,985)	0	0	0
County	6,510,197	(1,878,511)	2,216,168	1,249,463	807,655	8,904,973	4,390,274	13,295,247
GGT	---	5,404,333	--	--	--	5,404,333	110,045	5,514,378
Total	\$21,617,330					\$21,617,330	\$9,242,804	\$30,860,135

* From MTC's Regional Fund Estimate dated 2-25-15. Claimants should confirm prior-year balances with MTC prior to submitting a claim for prior-year funds.

Measure M Transit Distribution

FY 2015-16	TDA Forecast	\$22,900,000
FY 2015-16	Measure M Forecast	\$22,900,000

Measure M Distribution to Transit (19%)	\$4,351,000
- Distribution for Bicycle & Pedestrian Projects (4%)	916,000
- Distribution to SMART (5%)	1,145,000
- Distribution to Transit Operators (10%)	2,290,000

Distribution to Transit Operators based on TDA Population Percentages

		Distribution
Petaluma Transit	12.0289%	275,461
Santa Rosa CityBus	34.7076%	794,804
Sonoma County Transit	53.2635%	1,219,734
Total	100.0000%	\$2,290,000

Projected FY 2016 STA Funds Available for Allocation - By Operator

1.5

Entity	Distribution				Total FY 2016 Funds Available for Allocation
	Population-Based	Regional Paratransit	Revenue-Based		
Petaluma Transit	\$205,856	\$54,939	\$26,733		\$287,527
Santa Rosa CityBus	742,458	158,518	141,864		1,042,840
Sonoma County Transit	1,190,865	243,267	82,089		1,516,221
Golden Gate Transit	---	50,747	---		50,747
Total	\$2,139,179	\$507,470	\$250,686		\$2,897,335

Distribution of Prior-Year Funds Available for Allocation - By Operator

Entity	Distribution				Total Prior-Year Funds Available Available for Allocation
	Population-Based	Regional Paratransit	Revenue-Based		
Petaluma Transit	\$0	\$0	\$0		\$0
Santa Rosa CityBus	\$0	\$0	\$145,760		\$145,760
Sonoma County Transit	\$0	\$0	\$0		\$0
Golden Gate Transit	---	---	---		\$0
Total	\$0	\$0	\$145,760		\$145,760

Sonoma County
STA Coordinated Claim

TTAC & TPCC Recommended Draft - 03-17-15

per MTC estimate dated 02-25-15
 Updated 02-27-15

STA

Projected FY 2016 STA Revenue Estimate

1.5

Operator	Population*	% Population	Distribution			
			Population-Based	Regional Paratransit	Revenue-Based	Total
Petaluma Transit	59,000	12.0289%	\$257,319	\$61,043	\$26,733	\$345,095
Santa Rosa CityBus	170,236	34.7076%	742,458	176,131	141,864	1,060,453
Sonoma County Transit*	261,250	53.2635%	1,139,402	270,296	82,089	1,491,787
Golden Gate Transit	---	---	---	---	---	---
Total	490,486	100.0000%	\$2,139,179	\$507,470	\$250,686	\$2,897,335

* includes Healdsburg Transit prior-year correction of (\$218).

STA Population-Based Fund Summary

		Total	Distribution by Operator		
			Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
FY 16	Funds Available	\$2,139,179	\$257,319	\$742,458	\$1,139,402
FY 16	Allocation to Sonoma County Transit		(51,464)	---	51,464
FY 16	Total Funds Available	\$2,139,179	\$205,856	\$742,458	\$1,190,865

FY 2016 Multi-Jurisdictional STA Project List (Population-Based Funds)

Claimant		Total	Distribution by Operator		
			Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
ADA Implementation	SCT	\$51,464	\$51,464	---	\$51,464
Total		\$51,464	\$51,464	---	\$51,464

STA Regional Paratransit Fund Summary

Claimant		Total	Distribution by Operator		
			Petaluma Transit	Santa Rosa CityBus	Sonoma County Transit
FY 16	Funds Available	\$507,470	\$61,043	\$176,131	\$270,296
FY 16	Regional ADA Support	GGT (50,747)	(6,104)	(17,613)	(27,030)
FY 16	Total Funds Available	\$456,723	\$54,939	\$158,518	\$243,267

Staff Report

To: Sonoma County Transportation Authority

From: James R. Cameron, Deputy Director of Projects & Programming

Item: 4.3.2 – Measure M – 2008 Series Bond Refunding and Additional Bond Issuance - Declaration of Official Intent to Bond

Date: April 13, 2015

Issue:

Should the SCTA adopt a resolution to:

- (1) authorize the issuance of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) in one or more series not to exceed \$60,000,000 aggregate principal amount,
- (2) authorize the execution and delivery of various documents associated with the issuance and
- (3) authorize the taking of actions necessary to the issuance and sale of the bonds?

Background:

In January of 2015 the SCTA established the Hwy 101 Marin Sonoma Narrows (MSN) Ad Hoc (Director Mackenzie, Vice Chair Rabbitt and Director Miller) to work on funding and delivering the MSN widening project. After the Ad Hoc's first meeting they returned to the SCTA Board in February 2015 with the recommendation to bond. The SCTA Board approved the Ad Hoc's recommendation to pursue refunding of the Highway 101 2008 Series Bonds and explore adding new funds through additional borrowing.

Based on forecasted sales tax revenue and current bond market conditions, SCTA's financial advisor, KNN Public Finance (KNN), has estimated that the bond issuance could provide approximately \$8.5 M of bond proceeds for Highway 101 projects which is composed of both present value savings in the 2008 bonds, additional funds based on sales tax growth since the last time SCTA bonded in 2011 and \$4.6 M in existing bond debt service reserve funds that will no longer be required. Combining the refunding of the 2008 bonds and additional bonding capacity of the Highway 101 Program the total amount of bonds being issued will be approximately \$45M which provides for the highway project, payoff of the 2008 bonds and costs of issuance including, financial advisory fees, legal fees, underwriter's discount, and bond insurance and surety fees, if necessary. The total amount of debt service over the life of the bonds is estimated to be approximately \$55M. In comparison, the 2008 bonds currently have a remaining debt service of approximately \$50M and SCTA would not free up the \$4.6M in bond reserve funds until 2025.

Actions Required:

Adoption of Resolution and Execution and Delivery of Bond Documentation

In order to authorize issuance of the proposed sales tax revenue bonds, it will be necessary for the Board of Directors of SCTA (the "Board") to adopt Resolution No. 2015-XXX (the "Bond Resolution"). The Bond Resolution also authorizes the execution and delivery of the documentation described below.

Bond Documentation

Third Supplemental Indenture

The Third Supplemental Indenture, between SCTA and the Bond Trustee, authorizes the issuance of sales tax revenue bonds (hereinafter referred to as the "Additional Bonds"), which are proposed to be issued, depending on market conditions, in late May 2015 or early June 2015, and sets forth the terms and provisions of the Additional Bonds.

Disclosure Documentation

Preliminary Official Statement and Official Statement

The Official Statement in preliminary form (the "Preliminary Official Statement") describes the terms and provisions of the Additional Bonds and certain other matters relating to the Additional Bonds and the SCTA and serves as the marketing document which will be distributed to potential purchasers of the Additional Bonds.

Subsequent to the sale of the Additional Bonds, the Preliminary Official Statement will be revised and finalized to reflect the final terms of the Additional Bonds. The Official Statement in final form will be executed by SCTA and will be distributed to all purchasers of the Additional Bonds.

Continuing Disclosure Agreement

The Continuing Disclosure Agreement, between SCTA and Digital Assurance Certification LLC, as dissemination agent, sets forth SCTA's agreement to provide ongoing financial disclosure to its bondholders and the financial markets.

Sale Documentation

Official Notice of Sale

The Official Notice of Sale, to be executed by SCTA if the Executive Director of SCTA, with the advice of KNN, determines that a competitive sale of the Additional Bonds is in the interest of SCTA, provides for the sale of the Additional Bonds via a competitive bid process and sets forth the terms and provisions of such proposed competitive bid sale of the Additional Bonds.

Bond Purchase Contract

The Bond Purchase Contract, to be executed by SCTA and an underwriter or underwriters, to be selected by the Executive Director of SCTA, with the advice of KNN, if the Executive Director of SCTA, with the advice of KNN determines that a negotiated sale of the Additional Bonds is in the best interest of SCTA based on current market conditions, provides for a negotiated sale of the Additional Bonds and sets forth the terms and provisions of such proposed negotiated sale of the Additional Bonds.

Escrow Agreement

Escrow Agreement, between SCTA and the Bond Trustee & Escrow Agent, establishes a funded account for payment and redemption of the SCTA Sales Tax Revenue Bonds, Series 2008.

Post Issuance Compliance

Post Issuance Tax Compliance Procedures for Tax Exempt Bonds

The Post-Issuance Tax Compliance Procedures are to establish policies and procedures in connection with tax-exempt bonds to ensure that the SCTA complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the bonds

Attached separately are the documents discussed above as well as the expected schedule for the bond issuance.

Policy Impacts:

This intent to issue bonds is consistent with SCTA's policy to use bond proceeds to fund the Highway 101 projects.

Fiscal Impacts:

The Additional Bonds will be secured solely by, and are payable solely from, receipts from the Measure M Sales Tax. Fees associated with the issuance of the bonds will be paid from bond proceeds.

Staff Recommendation:

Staff recommends that the Board adopt the Resolution 2015-011 in order to (1) authorize the issuance of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), not to exceed \$60,000,000 aggregate principal amount (2) to authorize the execution and delivery of various documents associated with the issuance and (3) to authorize the taking of actions necessary to the issuance and sale of the bonds.

RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, AUTHORIZING THE ISSUANCE OF NOT TO EXCEED \$60,000,000 AGGREGATE PRINCIPAL AMOUNT OF SONOMA COUNTY TRANSPORTATION AUTHORITY SALES TAX REVENUE BONDS (LIMITED TAX BONDS), IN ONE OR MORE SERIES, AUTHORIZING THE EXECUTION AND DELIVERY OF A THIRD SUPPLEMENTAL INDENTURE PROVIDING FOR THE ISSUANCE OF SAID BONDS, AN OFFICIAL STATEMENT DESCRIBING SAID BONDS, AND CERTAIN OTHER AGREEMENTS AND DOCUMENTS REQUIRED IN CONNECTION WITH THE ISSUANCE AND SALE OF SAID BONDS, INCLUDING AN OFFICIAL NOTICE OF SALE, A BOND PURCHASE CONTRACT, A CONTINUING DISCLOSURE AGREEMENT AND AN ESCROW AGREEMENT, AND AUTHORIZING THE TAKING OF OTHER ACTIONS NECESSARY IN CONNECTION WITH THE ISSUANCE AND SALE OF SAID BONDS, INCLUDING ADOPTION OF POST-ISSUANCE TAX COMPLIANCE PROCEDURES.

WHEREAS, the Sonoma County Transportation Authority (the "Authority") is a local transportation authority duly established and existing under and pursuant to the Local Transportation Authority and Improvement Act (constituting Division 19 of the Public Utilities Code of the State of California) (the "Act");

WHEREAS, pursuant to the provisions of the Act, the Authority adopted Ordinance No. 2, known as the 2004 Sonoma County Traffic Relief Act (hereinafter referred to as the "Measure M Ordinance"), on July 19, 2004;

WHEREAS, the Measure M Ordinance provided for the imposition of a retail transactions and use tax (the "Measure M Sales Tax") at the rate of one-fourth of one percent (1/4%) for a period not to exceed twenty (20) years from the date of commencement of collection of the Measure M Sales Tax, such Measure M Sales Tax to be applicable in the incorporated and unincorporated territory of the County of Sonoma County (the "County");

WHEREAS, in conjunction with the adoption of the Measure M Ordinance, the Authority adopted an expenditure plan providing for the expenditure of the proceeds of the Measure M Sales Tax (such expenditure plan, as supplemented and amended from time to time pursuant to its terms, being hereinafter referred to as the "Measure M Expenditure Plan");

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WHEREAS, the Measure M Ordinance was approved by more than two-thirds of the voters of the County voting on the Measure M Ordinance at the general election held in the County on November 2, 2004;

WHEREAS, by its terms the Measure M Ordinance became effective at the close of the polls on November 2, 2004, the date of the general election at which Measure M Ordinance was approved;

WHEREAS, pursuant to the provisions of the Measure M Ordinance, collection of the Measure M Sales Tax commenced April 1, 2005 and will expire on March 31, 2025;

WHEREAS, pursuant to the provisions of the Act and the Measure M Ordinance, the Authority is authorized to issue limited tax bonds secured by and payable from the proceeds of the Measure M Sales Tax;

WHEREAS, the Authority has heretofore issued \$46,075,000 in aggregate principal amount of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds") and \$25,200,000 in aggregate principal amount of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2011 (the "Series 2011 Bonds," and, together with the Series 2008 Bonds, hereinafter collectively referred to as the "Existing Bonds") pursuant to an Indenture, dated as of January 1, 2008, as supplemented by a First Supplemental Indenture thereto, dated as of January 1, 2008, and by a Second Supplemental Indenture thereto, dated as of January 1, 2011 (hereinafter collectively referred to as the "Existing Indenture"), between the Authority and the trustee identified therein (such trustee, together with any successor thereto appointed pursuant to the provisions of the Indenture, being hereinafter collectively referred to as the "Trustee");

WHEREAS, pursuant to the provisions of Article 10 and Article 11 of Chapter 3 of Part I of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Bond Law"), the Authority is authorized to issue refunding bonds for the purpose of refunding any Existing Bonds;

WHEREAS, in order to take advantage of favorable market conditions to achieve debt service savings and other benefits and to provide funds to finance or reimburse the Authority for its prior payment of the costs of certain transportation programs and projects to maintain and expand the transportation system permitted under the Measure M Ordinance and as set forth in the Measure M Expenditure Plan, including, without limitation, the planning, engineering, environmental review and construction of such projects and the acquisition of right of way in connection therewith (hereinafter collectively referred to as the "Project"), the Authority hereby determines to issue one or more series of additional of limited tax bonds, such limited tax bonds to be issued pursuant to the provisions of the Act and/or the Refunding Bond Law, in an aggregate principal amount not to not to exceed sixty million dollars (\$60,000,000), which is the estimated cost of

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accomplishing the purposes for which such limited tax bonds are being issued and which amount does not exceed the amount of limited tax bonds which the Authority is authorized to issue pursuant to the Act and the Refunding Bond Law.

WHEREAS, the proceeds of such additional limited tax bonds shall be applied (i) to advance refund and defease the Series 2008 Bonds, (ii) to finance or reimburse the Authority for its prior payment of certain costs of the Project and (iii) to pay costs of issuance of such additional limited tax bonds;

WHEREAS, such additional limited tax bonds (hereinafter referred to as the "Additional Bonds") shall be issued on a parity with the Series 2011 Bonds;

WHEREAS, the Additional Bonds shall be issued pursuant to the Existing Indenture, as further supplemented by a Third Supplemental Indenture thereto (the "Third Supplemental Indenture," and, together with the Existing Indenture, hereinafter collectively referred to the "Indenture"), between the Authority and the Trustee;

WHEREAS, there has been prepared and presented to the governing board of the Authority (the "Board of Directors") a proposed form of Third Supplemental Indenture;

WHEREAS, in order to facilitate the offering of the Additional Bonds, the Authority proposes to approve, execute and deliver an Official Statement (the "Official Statement") describing the Additional Bonds and certain related matters;

WHEREAS, there has been prepared and presented to the Board of Directors a proposed form of Official Statement describing the Additional Bonds and certain related matters;

WHEREAS, in order to secure the most the most favorable terms and provisions relating to the Additional Bonds, the Authority hereby determines that any series of Additional Bonds may be sold either (i) by public sale or (ii) by negotiated sale to one or more investment banking firms (each, an "Underwriter") to be selected by the Executive Director of the Authority (the "Executive Director") with the advice of by KNN Public Finance, A Division of Zions Public Finance, Inc., financial advisor to the Authority (the "Authority Financial Advisor");

WHEREAS, in order to facilitate the offering of the Additional Bonds for public sale if the Executive Director with the advice of the Authority Financial Advisor determines that public sale of any series of Additional Bonds will result in securing the most favorable terms and provisions relating to such series of Additional Bonds for the Authority, there has been prepared and presented to the Board of Directors a proposed form of an Official Notice of Sale (the "Notice of Sale") describing the terms and provisions applicable to the public sale of any Additional Bonds;

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WHEREAS, in order to facilitate the offering of the Additional Bonds by negotiated sale if the Executive Director with the advice of the Authority Financial Advisor determines that a negotiated sale of any series of Additional Bonds will result in securing the most favorable terms and provisions relating to such series of Additional Bonds for the Authority, there has been prepared and presented to the Board of Directors a proposed form of a Bond Purchase Contract (the "Purchase Contract") providing for the sale of Additional Bonds to the Underwriter or Underwriters selected by the Executive Director with the advice of the Authority Financial Advisor;

WHEREAS, in order to assist the purchasers of the Additional Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5), the Authority proposes to enter into a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with Digital Assurance Certification, L.L.C., acting as dissemination agent (the "Dissemination Agent");

WHEREAS, there has been prepared and presented to the Board of Directors a proposed form of Continuing Disclosure Agreement;

WHEREAS, in order to facilitate the advance refunding and defeasance of the Series 2008 Bonds, the Authority proposes to enter into an Escrow Agreement with the Trustee, which will also act as escrow agent (the Trustee acting in such capacity being hereinafter referred to as the "Escrow Agent") under the Escrow Agreement;

WHEREAS, there has been prepared and presented to the Board of Directors a proposed form of Escrow Agreement;

WHEREAS, in order to comply with requirements established by the Internal Revenue Service applicable to issuers of tax-exempt bonds, the Authority proposes to adopt post-issuance tax compliance policies and procedures (hereinafter referred to as the "Post-Issuance Compliance Procedures");

WHEREAS, there has been prepared and presented to the Board of Directors a proposed form of Post-Issuance Compliance Procedures;

WHEREAS, it is now necessary for the governing board of the Authority to approve the forms of and to authorize the execution of and delivery of the Third Supplemental Indenture, the Official Statement, the Notice of Sale, the Bond Purchase Contract, the Continuing Disclosure Agreement and the Escrow Agreement, to authorize the issuance of the Additional Bonds pursuant to the Indenture, to authorize the sale of any series of Additional Bonds pursuant to the Notice of Sale or Bond Purchase Contract, as applicable, and to authorize and approve the taking of various actions in connection therewith, including the approval and adoption of Post-Issuance Compliance Procedures;

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WHEREAS, the Board of Directors has been presented with forms of the Third Supplemental Indenture, the Official Statement, the Notice of Sale, the Bond Purchase Contract, the Continuing Disclosure Agreement and the Escrow Agreement (hereinafter collectively referred to as the "Additional Bond Documents"), each of such documents relating to the financing described herein (the "Financing"), and the Authority desires to authorize and direct the execution and delivery of each of the Additional Bond Documents and such other documents as shall be necessary or advisable in connection with the Financing contemplated by this Resolution and described herein and to approve and adopt the Post-Issuance Compliance Procedures; and

WHEREAS, all acts, conditions and things required by the Act, the Refunding Bond Law and the Constitution and laws of the State of California to exist, to have happened and to have been performed precedent to and in connection with the consummation of the transactions authorized hereby do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the Authority is now duly authorized and empowered, pursuant to each and every requirement of law, to authorize the Financing, to authorize the execution and delivery of the Additional Bond Documents, to sell any series of Additional Bonds pursuant to the Notice of Sale or the Bond Purchase Contract, as applicable, and to approve and adopt the Post-Issuance Compliance Procedures, for the purposes, in the manner and upon the terms provided;

NOW, THEREFORE, BE IT RESOLVED by the Board of Directors of the **SONOMA COUNTY TRANSPORTATION AUTHORITY** as follows:

Section 1. Findings. The foregoing recitals are true and correct and the Board of Directors so finds and determines.

Section 2. Approval of Additional Bonds. The issuance by the Authority of not to exceed \$60,000,000 aggregate principal amount of Additional Bonds in one or more series, such Additional Bonds to be designated as "Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds)" and to bear such additional designation as is set forth in the Third Supplemental Indenture as finally executed and delivered, is hereby authorized and approved.

Section 3. Approval of Third Supplemental Indenture. The proposed form of Third Supplemental Indenture, between the Authority and the Trustee, presented to the Board of Directors, and the terms and provisions thereof, which are hereby incorporated by reference, are hereby approved. The dates, maturity dates (which shall not extend beyond the expiration date of the Measure M Sales Tax), interest rate or rates (which shall not exceed a true interest cost of 4.0%), interest payment dates, denominations (which shall not be less than \$5,000), forms of the Additional Bonds, which may include serial bonds and term bonds, registration and exchange privileges, conversion privileges,

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if any, place or places of payment, terms of redemption, if any, the time when all of, or any part of, the principal becomes due and payable, and the bond form for each series of Additional Bonds and the other terms of the Additional Bonds shall be as provided in the Third Supplemental Indenture as finally executed and delivered. The Additional Bonds shall be executed by the Chair of the Board of Directors (the "Chair") and the Auditor-Controller of the Authority.

The Executive Director is directed to file a copy of said form of Third Supplemental Indenture with the minutes of this meeting, and the Chair or the Vice Chair of the Board of Directors (the "Vice Chair") or the Executive Director, each acting alone, is authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver the Third Supplemental Indenture in substantially such form, with such additions thereto or changes therein as such officer of the Authority executing the same, with the advice of counsel to the Authority (the "Authority Counsel"), may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Third Supplemental Indenture.

Section 4. Application of Proceeds. The proceeds of the Additional Bonds shall be applied (i) to advance refund and defease the Series 2008 Bonds, (ii) to finance or reimburse the Authority for its prior payment of costs of the Project and (iii) to pay certain costs incurred by the Authority in connection with the issuance of the Additional Bonds, all in accordance with the provisions of this Resolution and the Third Supplemental Indenture as finally executed and delivered.

Section 5. Approval of Official Statement. The proposed form of Official Statement, presented to the Board of Directors, describing the Additional Bonds and related matters, and the terms and provisions thereof, which are hereby incorporated by reference, are hereby approved. The Executive Director is directed to file a copy of said form of Official Statement with the minutes of this meeting. The Official Statement in preliminary form may be deemed final by the Executive Director acting on behalf of the Authority for purposes of compliance with Securities and Exchange Commission Rule 15c2-12 and the distribution of the Official Statement in such preliminary form as is deemed final by the Executive Director is hereby authorized.

The Chair, the Vice Chair or the Executive Director is hereby authorized and directed to execute and deliver a final Official Statement in substantially the form of the Official Statement presented to this meeting, with such additions thereto or changes therein as the Chair, the Vice Chair or the Executive Director, with the advice of Authority Counsel, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Official Statement.

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The Underwriters or purchasers of any series of Additional Bonds are hereby authorized and directed to distribute copies of the Official Statement to persons purchasing the Additional Bonds.

Section 6. Approval of Notice of Sale. The proposed form of Notice of Sale, presented to the Board of Directors, providing for the public sale of any series of Additional Bonds by the Authority, and the terms and provisions thereof, which are hereby incorporated by reference, are hereby approved. The Executive Director is directed to file a copy of said form of Notice of Sale with the minutes of this meeting. If the Executive Director with the advice of the Authority Financial Advisor determines that public sale of any series of Additional Bonds will result in securing the most favorable terms and provisions relating to such series of Additional Bonds for the Authority, the Chair, the Vice Chair or the Executive Director is authorized and directed to execute and deliver the Notice of Sale, in substantially the form of the Notice of Sale presented to this meeting, with such additions thereto or changes therein, as such officer executing the same, with the advice of Authority Counsel, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Notice of Sale.

Distribution of the Notice of Sale, in such form as shall be executed by the Chair, the Vice Chair or the Executive Director, to potential bidders by the Authority Financial Advisor is hereby authorized and approved. All of the Additional Bonds of the series to be offered for public sale shall be offered for public sale in accordance with the Notice of Sale as executed, and the public sale of such series of Additional Bonds pursuant to the Notice of Sale, subject to the limitations set forth in Section 2 and Section 3 hereof, is hereby authorized and approved.

Section 7. Approval of Bond Purchase Contract. The proposed form of Purchase Contract, presented to the Board of Directors, providing for the negotiated sale of any series of Additional Bonds to the Underwriter or Underwriters selected by the Executive Director with the advice of the Authority Financial Advisor, and the terms and provisions of such negotiated sale, which are hereby incorporated by reference, are hereby approved. The Executive Director is directed to file a copy of said form of Purchase Contract with the minutes of this meeting. The sale of any series of Additional Bonds at the principal amount thereof, less an Underwriter's discount of not to exceed 2.0% of such principal amount, in accordance with said form of Purchase Contract, subject to the limitations set forth in Section 2 and Section 3 hereof, is hereby authorized and approved.

The Executive Director is hereby authorized and directed, for and in the name and on behalf of the Authority, to negotiate with Underwriters, to select one or more Underwriters for any series of Additional Bonds, with the advice of the Authority

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Financial Advisor, and, acting alone, to execute and deliver a Purchase Contract, such Purchase Contract to be in substantially the form of Purchase Contract presented to the Board of Directors, with such additions thereto or changes therein, as the Executive Director, with the advice of Authority Counsel, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Purchase Contract.

Section 8. Approval of Continuing Disclosure Agreement. The proposed form of Continuing Disclosure Agreement, between the Authority and the Dissemination Agent, presented to the Board of Directors, and the terms and conditions thereof, which are hereby incorporated by reference, are hereby approved. The Executive Director is directed to file a copy of said form of Continuing Disclosure Agreement with the minutes of this meeting, and the Chair, the Vice Chair or the Executive Director is authorized and directed to execute and deliver the Continuing Disclosure Agreement to the Dissemination Agent, in substantially the form of the Continuing Disclosure Agreement presented to this meeting, with such additions thereto or changes therein, as such officer executing the same, with the advice of Authority Counsel, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Continuing Disclosure Agreement.

Section 9. Approval of Escrow Agreement. The proposed form of Escrow Agreement, between the Authority and the Trustee and Escrow Agent, presented to the Board of Directors, and the terms and conditions thereof, which are hereby incorporated by reference, are hereby approved. The Executive Director is directed to file a copy of said form of Escrow Agreement with the minutes of this meeting, and the Chair, the Vice Chair or the Executive Director is authorized and directed to execute and deliver the Escrow Agreement to the Trustee and Escrow Agent, in substantially the form of the Escrow Agreement presented to this meeting, with such additions thereto or changes therein, as such officer executing the same, with the advice of Authority Counsel, may require or approve, the approval of such additions or changes to be conclusively evidenced by the execution and delivery of the Escrow Agreement.

Section 10. Approval and Adoption of Post-Issuance Compliance Procedures. The proposed form of Post-Issuance Compliance Procedures presented to this meeting are hereby approved and adopted.

Section 11. Authorized Representatives; Selection and Appointment of Successor Trustee. The Chair, the Vice Chair or the Executive Director (each, an "Authorized Representative of the Authority"), each acting singly, is, and each of them hereby is, authorized and directed, for and in the name and on behalf of the Authority, to execute and deliver any and all agreements, certificates, documents, instructions and instruments,

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including, without limitation, tax certificates, agreements or documents necessary to provide for utilization of a book-entry only system for the Additional Bonds, agreements, documents or instructions necessary in connection with the investment of proceeds of the Additional Bonds, any investment or reinvestment of amounts held on deposit in any of the funds and accounts established under the Indenture, the securities to be deposited in the escrow fund to be established pursuant to the provisions of the Escrow Agreement (the "Escrow Securities") and the substitution of Escrow Securities, contracts for rebate services, contracts for other post-issuance services and certificates concerning representations and warranties set forth in any of the Additional Bond Documents, necessary or advisable to carry out the purposes of this Resolution and the transactions contemplated hereby and to do and cause to be done any and all acts and things necessary or advisable to carry out the purposes of this Resolution and the transactions contemplated hereby and to do any and all things and take any and all actions which may be necessary or advisable, in such officer's discretion, to effectuate the actions which the Board of Directors has approved in this Resolution and the transactions contemplated hereby. The Executive Director is hereby further authorized to select and appoint a successor trustee meeting the requirements specified in the Indenture and to execute and deliver any and all agreements or documents necessary in connection with the selection and appointment of a successor trustee.

Section 12. Ratification of Actions. All actions heretofore taken by the members of the Board of Directors, committees of the Board of Directors, each Authorized Representative of the Authority and officers and agents of the Authority with respect to the transactions contemplated by this Resolution and described herein are hereby ratified, confirmed and approved.

Section 13. Completion of Financing; Subsequent Actions. All approvals, consents, directions, notices, orders, requests and other actions permitted or required by any of the Additional Bond Documents authorized by this Resolution or any of the other documents authorized by this Resolution, including, without limitation, any of the foregoing which may be necessary or desirable in connection with any amendment of any of the Additional Bond Documents or any of the other documents authorized by this Resolution or amendment of the Post-Issuance Compliance Procedures, and any redemption, refunding or defeasance of the Additional Bonds, may be given or taken by any Authorized Representative of the Authority without further authorization by the Board of Directors, and each Authorized Representative of the Authority is hereby authorized and directed to give any such approval, consent, direction, notice, order or request and to take any such action which such Authorized Representative of the Authority, with the advice of Authority Counsel, may deem necessary or desirable to further the purposes of this Resolution and the transactions contemplated hereby.

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Section 14. Severability. If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution which shall continue in full force and effect.

Section 15. Effective Date. This Resolution shall take effect from and after its adoption.

THE FOREGOING RESOLUTION was moved by Director _____, seconded by Director _____, and approved by the following vote:

Director Carlstrom	_____	Director Mackenzie	_____
Director Chambers	_____	Director Miller	_____
Director Gallian	_____	Director Rabbitt	_____
Director Gorin	_____	Director Russell	_____
Director Gurney	_____	Director Salmon	_____
Director Landman	_____	Director Zane	_____

Ayes: _____ Noes: _____ Absent: _____ Abstain: _____

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on April 13, 2015.

Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority

THIRD SUPPLEMENTAL INDENTURE

between

SONOMA COUNTY TRANSPORTATION AUTHORITY

and

[TRUSTEE],
as Trustee

Dated as of May 1, 2015

Authorizing the Issuance of
\$[Series 2015 A and Series 2015 B Par Amount] Principal Amount of
Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B]

(Supplemental to the Indenture dated as of January 1, 2008)

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Third Supplemental Indenture
(Supplemental to the Indenture dated as of January 1, 2008)
Authorizing the Issuance
of
\$[Series 2015 A and Series 2015 B Par Amount] Principal Amount
of
Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds),
Series 2015 [A and Series 2015 B]

This Third Supplemental Indenture, dated as of May 1, 2015 (this "Supplemental Indenture"), between the Sonoma County Transportation Authority (the "Issuer") and _____, as trustee (the "Trustee");

W I T N E S S E T H:

WHEREAS, this Supplemental Indenture is supplemental to the Indenture, dated as of January 1, 2008 (as more fully defined in Section 1.02 hereof, the "Indenture"), between the Issuer and the Trustee, and all capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture;

WHEREAS, the Indenture provides that the Issuer may issue limited tax bonds (as more fully defined in Section 1.02 hereof, the "Bonds") from time to time as authorized by a supplemental indenture;

WHEREAS, in accordance with the Act and pursuant to Article III of the Indenture, the Board has determined to issue the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B] (the "Series 2015 Bonds"), in the aggregate principal amount of \$[Series 2015 A and Series 2015 B Par Amount], in order (i) to refinance a portion of the costs of the Project previously financed by the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds") through an advance refunding of the Series 2008 Bonds and (ii) to finance an additional portion of the costs of the Project (such portion of the Project being more fully described in Schedule I hereto and hereinafter referred to as the "Series 2015 Project");

WHEREAS, the Issuer has duly authorized the execution and delivery of this Supplemental Indenture and the issuance of the Series 2015 Bonds pursuant hereto by resolution duly passed and adopted by a two-thirds vote of the governing body of the Issuer as required by Section 180252 of the Act;

WHEREAS, the Issuer hereby determines that the provisions of the Indenture relating to the issuance of the Series 2015 Bonds have been complied with;

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and the entering into of this Supplemental Indenture do exist, have happened and have been performed in regular

and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Supplemental Indenture;

NOW, THEREFORE, the parties hereto agree, as follows:

ARTICLE XVIII

DEFINITIONS

SECTION 18.01. Definitions.

(A) **Definitions.** Capitalized terms used herein and not defined herein shall have the definitions ascribed to such terms in Section 1.02 of the Indenture.

(B) **Additional Definitions.** Unless the context otherwise requires, the following terms shall, for all purposes of this Supplemental Indenture, have the following meanings:

Authorized Denomination means \$5,000 or any integral multiple thereof.

Series 2015 Costs of Issuance Fund means the fund by that name established pursuant to Section 19.05 hereof.

Series 2015 Interest Payment Date means each June 1 and December 1, commencing [December] 1, 2015.

Series 2015 Project Fund means the fund by that name established pursuant to Section 19.06 hereof.

Series 2015 Record Date means the fifteenth day of the calendar month prior to the calendar month in which a Series 2015 Interest Payment Date occurs, whether or not such day is a Business Day.

ARTICLE XIX

TERMS OF SERIES 2015 BONDS

SECTION 19.01. Authorization and Terms of Series 2015 A Bonds. (A) The Issuer hereby authorizes the creation and issuance of a third Series of Bonds, such Series of Bonds to be Current Interest Bonds, to be known as the "Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 A," and to be issued in the aggregate principal amount of \$[Series 2015 A Par Amount] in accordance with the Act and pursuant to this Indenture for the purpose of [advance refunding the Series 2008 Bonds and financing the cost of the Series 2015 Project].

(B) The Series 2015 A Bonds shall be issued in fully registered form, in denominations of \$5,000 or any integral multiple thereof (each, an "Authorized Denomination") and shall be initially registered in the name of "Cede & Co.," as nominee of the Securities

Depository. The Trustee shall assign a letter or number or letter and number, or a combination thereof to each Series 2015 A Bond to distinguish it from other Series 2015 A Bonds. Registered ownership of the Series 2015 A Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10, or in the event the use of a Securities Depository is discontinued, in accordance with the provisions set forth in Section 2.05.

The Series 2015 A Bonds shall be dated as of their date of delivery, shall bear interest from their date of delivery at the following rates per annum and shall mature on December 1 in the following years in the following amounts:

Maturity Date (December 1)	Principal Amount	Interest Rate
--------------------------------------	-------------------------	----------------------

[Copy to Come]

Interest on the Series 2015 A Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable on [December] 1, 2015 and semiannually thereafter on June 1 and December 1 of each year (each, a "Series 2015 Interest Payment Date") by check mailed by first class mail on such Series 2015 Interest Payment Date to the Holder thereof as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding the month in which such Series 2015 Interest Payment Date occurs (each, a "Record Date") or, upon the written request of any Holder of \$1,000,000 or more in aggregate principal amount of Series 2015 Bonds who has provided the Trustee with wire transfer instructions, by wire transfer to an account within the United States on each Series 2015 Interest Payment Date, to the Holder thereof as of the close of business on the Record Date.

Principal on the Series 2015 A Bonds shall be payable when due upon presentation and surrender thereof at the Corporate Trust Office of the Trustee in lawful money of the United States of America.

SECTION 19.02. Authorization and Terms of Series 2015 B Bonds. (A) The Issuer hereby authorizes the creation and issuance of a fourth Series of Bonds, such Series of Bonds to be Current Interest Bonds, to be known as the "Sonoma County Transportation

Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 B," and to be issued in the aggregate principal amount of \$[Series 2015 B Par Amount] in accordance with the Act and pursuant to this Indenture for the purpose of [advance refunding the Series 2008 Bonds and financing the cost of the Series 2015 Project].

(B) The Series 2015 B Bonds shall be issued in fully registered form, in Authorized Denominations and shall be initially registered in the name of "Cede & Co.," as nominee of the Securities Depository. The Trustee shall assign a letter or number or letter and number, or a combination thereof to each Series 2015 B Bond to distinguish it from other Series 2015 B Bonds. Registered ownership of the Series 2015 B Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.10, or in the event the use of a Securities Depository is discontinued, in accordance with the provisions set forth in Section 2.05.

The Series 2015 B Bonds shall be dated as of their date of delivery, shall bear interest from their date of delivery at the following rates per annum and shall mature on December 1 in the following years in the following amounts:

Maturity Date (December 1)	Principal Amount	Interest Rate
--------------------------------------	-------------------------	----------------------

[Copy to Come]

Interest on the Series 2015 B Bonds shall be calculated on the basis of a 360-day year consisting of twelve 30-day months and shall be payable on [December] 1, 2015 and semiannually thereafter on each Series 2015 Interest Payment Date by check mailed by first class mail on such Series 2015 Interest Payment Date to the Holder thereof as of the close of business on the applicable Record Date or, upon the written request of any Holder of \$1,000,000 or more in aggregate principal amount of Series 2015 Bonds who has provided the Trustee with wire transfer instructions, by wire transfer to an account within the United States on each Series 2015 Interest Payment Date, to the Holder thereof as of the close of business on the Record Date.

Principal on the Series 2015 B Bonds shall be payable when due upon presentation and surrender thereof at the Corporate Trust Office of the Trustee in lawful money of the United States of America.

SECTION 19.03. Form of the Series 2015 Bonds. The Series 2015 Bonds and the certificate of authentication to be executed thereon shall be in substantially such form as is set forth as Exhibit A to this Supplemental Indenture. The Series 2015 A Bond numbers, maturity dates and interest rates shall be inserted therein in conformity with Section 19.01. The Series 2015 B Bond numbers, maturity dates and interest rates shall be inserted therein in conformity with Section 19.02.

SECTION 19.04. Issuance of the Series 2015 Bonds. At any time after the execution and delivery of this Supplemental Indenture, the Issuer may execute and, upon the Order of the Issuer, the Trustee shall authenticate and deliver (i) the Series 2015 A Bonds in an aggregate principal amount of \$[Series 2015 A Par Amount] and (ii) the Series 2015 B Bonds in an aggregate principal amount of \$Series 2015 B [Par Amount].

SECTION 19.05. Application of Proceeds of the Series 2015 Bonds. The proceeds of the sale of the Series 2015 Bonds, \$_____, comprised of \$[Series 2015 A Par Amount and Series 2015 B Par Amount] aggregate principal amount, less an underwriter's discount of \$[UD Amount], less the amount of the good faith check, \$[Good Faith Check Amount], previously received by the Issuer from the underwriter, which, for ease of administration, shall be transferred directly by the Issuer to the County Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma for investment in the commingled investment fund of the County of Sonoma, California (the "Sonoma County Pool"), which is an Investment Security authorized pursuant to the Indenture and the investment selected by the Issuer for the Series 2015 Project Fund, shall be deposited with the Trustee and shall be held in trust and set aside or transferred by the Trustee as follows:

(A) The Trustee shall deposit in the Series 2015 Costs of Issuance Fund, which is established pursuant to Section 19.06, the sum of \$[COI Deposit Amount].

(B) The Trustee shall deposit in the Series 2015 Project Fund, which is established pursuant to Section 19.07, the sum of \$[Series 2015 Project Deposit], to which shall be added the sum of \$[Good Faith Check Amount] (for a total deposit to the Series 2015 Project Fund on the date of issuance of the Series 2015 Bonds of \$[Total Series 2015 Project Deposit], representing the amount of the above-referenced good faith check, being transferred by the Issuer directly to the County Auditor-Controller-Treasurer-Tax Collector of the County of Sonoma for investment in the Sonoma County Pool, which is the investment selected by the Issuer for the Series 2015 Project Fund.

(C) The Trustee shall transfer \$[Escrow Deposit Amount] to the escrow fund created pursuant to that certain Escrow Agreement, dated as of May 1, 2015 (the "Escrow Agreement"), between the District and _____, as Trustee and as escrow agent, such amount to be applied as set forth in the Escrow Agreement to advance refund and defease the 2008 Series Bonds.

SECTION 19.06. Establishment and Application of the Series 2015 Costs of Issuance Fund. There is hereby established and maintained with the Trustee a fund designated as the "Series 2015 Costs of Issuance Fund." Amounts in the Series 2015 Costs of Issuance Fund shall be disbursed by the Trustee to pay for Costs of Issuance incurred in connection with issuance of the Series 2015 Bonds upon Requisition of the Issuer, such Requisition to be in substantially such form as is set forth in Exhibit B hereto. Each Requisition shall be numbered sequentially and shall state the name and address of each payee, the amount for each payment and the purpose for each payment and shall further state that such costs have not previously been paid. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts. Any amounts remaining in the Series 2015 Costs of Issuance Fund one hundred eighty (180) days after the date of issuance of the Series 2015 Bonds shall be transferred to [the Series 2015 Project Fund, or in the event that the Series 2015 Project Fund shall have been closed, to the Revenue Fund].

SECTION 19.07. Establishment and Application of the Series 2015 Project Fund. (A) There is hereby established and maintained with the Trustee a fund designated as the "Series 2015 Project Fund." The moneys in the Series 2015 Project Fund shall be used and withdrawn to pay costs of the Series 2015 Project.

(B) Before any payment from the Series 2015 Project Fund shall be made by the Trustee, the Issuer shall file or cause to be filed with the Trustee a Requisition of the Issuer, such Requisition to be in substantially such form as is set forth in Exhibit C hereto. Each such Requisition shall be sufficient evidence to the Trustee of the facts stated therein and the Trustee shall have no duty to confirm the accuracy of such facts.

(C) When the Issuer determines that the Series 2015 Project has been completed, a Certificate of the Issuer shall be delivered to the Trustee by the Issuer stating: (i) the fact and date of such completion; (ii) that all of the costs thereof have been determined and paid (or that all of such costs have been paid less specified claims which are subject to dispute and for which a retention in the Series 2015 Project Fund is to be maintained in the full amount of such claims until such dispute is resolved); and (iii) that the Trustee is to transfer the remaining balance in the Series 2015 Project Fund, less the amount of any such retention, to the Revenue Fund.

SECTION 19.08. Investment of Funds; Investment Earnings. The Trustee shall invest funds on deposit in the Series 2015 Costs of Issuance Fund and the Series 2015 Project Fund and in accordance with the provisions set forth in Section 5.11 of this Indenture. Investment earnings on each such Fund shall be applied by the Trustee in accordance with the provisions set forth in Section 5.11 of this Indenture.

SECTION 19.09. Optional Redemption of the Series 2015 A Bonds. The Series 2015 A Bonds maturing on or prior to December 1, ____ shall not be subject to redemption prior to their respective stated maturities. The Series 2015 A Bonds maturing on or after December 1, ____ shall be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole or in part on any date (and if in part, in such amount and such order of maturity as the Issuer shall specify and within a maturity by lot or by such other method as the Issuer may direct and in Authorized Denominations), on or after

December 1, _____, at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption[, without premium].

SECTION 19.10. Optional Redemption of the Series 2015 B Bonds. The Series 2015 B Bonds maturing on or prior to December 1, _____ shall not be subject to redemption prior to their respective stated maturities. The Series 2015 B Bonds maturing on or after December 1, _____ shall be subject to redemption prior to their respective stated maturities, at the option of the Issuer, from any source of available funds, as a whole or in part on any date (and if in part, in such amount and such order of maturity as the Issuer shall specify and within a maturity by lot or by such other method as the Issuer may direct and in Authorized Denominations), on or after December 1, _____, at a redemption price equal to 100% of the principal amount thereof, together with interest accrued thereon to the date fixed for redemption[, without premium].

ARTICLE XX

MISCELLANEOUS PROVISIONS

SECTION 20.01. Terms of Series 2015 Bonds Subject to the Indenture. Except as in this Supplemental Indenture expressly provided, every term and condition contained in the Indenture shall apply to this Supplemental Indenture and to the Series 2015 Bonds with the same force and effect as if the same were herein set forth at length, with such omissions, variations and modifications thereof as may be appropriate to make the same conform to this Supplemental Indenture.

This Supplemental Indenture and all the terms and provisions herein contained shall form part of the Indenture as fully and with the same effect as if all such terms and provisions had been set forth in the Indenture. The Indenture is hereby ratified and confirmed and shall continue in full force and effect in accordance with the terms and provisions thereof, as supplemented and amended hereby.

SECTION 20.02. Effective Date of Supplemental Indenture. This Supplemental Indenture shall take effect upon its execution and delivery.

SECTION 20.03. Execution in Counterparts. This Supplemental Indenture may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Third Supplemental Indenture by their officers thereunto duly authorized as of the day and year first written above.

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By: _____
Executive Director

[TRUSTEE], as Trustee

By: _____
Authorized Officer

Schedule I

Description of Series 2015 Project

The Series 2015 Project consists of improvements to widen Highway 101 authorized pursuant to the Ordinance and the Act, including, without limitation, the widening projects listed below.

Highway 101 Widening Projects:

- The Highway 101 widening project from Santa Rosa Avenue to Rohnert Park Expressway;
- The Highway 101 widening project from Old Redwood Highway in Petaluma to Rohnert Park Expressway;
- The Highway 101 widening project from Steele Lane in Santa Rosa to Windsor River Road in Windsor;
- The Highway 101 widening project from Petaluma River Bridge to Old Redwood Highway; and
- The Highway 101 widening project from the Petaluma River Bridge to the Marin/Sonoma County line.

Exhibit A

[Form of Series 2015 [A/B] Bond]

No. _____

\$ _____

**SONOMA COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BOND (LIMITED TAX BOND), SERIES 2015**

Maturity Date	Interest Rate Per Annum	Dated Date	CUSIP Number
December 1, _____	____%		

Registered Holder: Cede & Co.

Principal Amount: _____ Dollars

SONOMA COUNTY TRANSPORTATION AUTHORITY, a local transportation authority duly established and existing under and pursuant to the laws of the State of California (the "Issuer"), for value received, hereby promises to pay to the registered holder named above or registered assigns, on the maturity date specified above (unless this Bond shall have been called for redemption and payment of the redemption price made or provided for), the principal amount specified above, together with interest thereon from the dated date specified above until the principal hereof shall have been paid, at the interest rate per annum specified above, payable on [December] 1, 2015, and semiannually thereafter on June 1 and December 1 and in each year (each, an "Interest Payment Date"), but only out of the Sales Tax Revenues and other assets pledged therefor as specified in the Indenture, dated as of January 1, 2008, as supplemented and amended from time to time pursuant to its terms, including as supplemented by the Third Supplemental Indenture thereto, dated as of May 1, 2015 (hereinafter collectively referred to as the "Indenture"), between the Issuer and _____, as trustee (together with any successor trustee, the "Trustee"). All capitalized terms used and not otherwise defined herein shall have the meanings assigned to such terms in the Indenture.

Interest hereon is payable in lawful money of the United States of America by check mailed by first-class mail on each Interest Payment Date to the registered holder as of the close of business on the applicable Record Date. The principal hereof is payable when due in lawful money of the United States of America upon presentation hereof at the Corporate Trust Office of the Trustee. Notwithstanding the foregoing, however, for so long as a Securities Depository is utilized, interest hereon and principal hereof shall be payable in accordance with the payment procedures established pursuant by such Securities Depository.

This Bond is one of a duly authorized issue of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds) (the "Bonds") issued pursuant to the provisions of the Local Transportation Authority and Improvement Act, constituting Division 19 of the California Public Utilities Code, as amended from time to time (the "Act"), and the Indenture. Said authorized issue of Bonds is not limited in aggregate principal amount, except as otherwise provided in the Indenture, and consists or may consist of one or more Series of varying

denominations, dates, maturities, interest rates and other provisions, as in the Indenture provided, all issued or to be issued pursuant to the Indenture. This Bond is a Current Interest Bond of the Series and designation indicated above (each, a "Series 2015 Bond"), which Series of Bonds is limited in aggregate principal amount to _____ dollars (\$[Series 2015 A/Series 2015 B Par Amount]).

This Series 2015 Bond is being issued on a parity with certain other Bonds issued pursuant to the Indenture. Certain additional Bonds may be issued and other obligations may be secured on a parity with such Bonds, including the Series 2015 Bonds, but only subject to the conditions and limitations set forth in the Indenture.

Reference is hereby made to the Indenture and to the Act for a description of the terms on which the Bonds are issued and to be issued, the provisions with regard to the nature and extent of the pledge of Sales Tax Revenues and the rights of the registered holders of the Bonds. All the terms of the Indenture and the Act are hereby incorporated herein and constitute a contract between the Issuer and the registered holders from time to time of this Series 2015 Bond, and to all the provisions thereof the registered holder of this Series 2015 Bond, by such registered holder's acceptance hereof, consents and agrees.

The Bonds and the interest thereon (to the extent set forth in the Indenture), together with any Parity Obligations hereafter issued or incurred by the Issuer, and the interest thereon, are payable from, and are secured by a charge and lien on the Sales Tax Revenues. All of the Bonds and Parity Obligations are equally secured by a pledge of, and charge and lien upon, all of the Sales Tax Revenues, and the Sales Tax Revenues constitute a trust fund for the security and payment of the interest on and principal of the Bonds, but nevertheless out of Sales Tax Revenues certain amounts may be applied for other purposes as provided in the Indenture.

The Bonds are limited obligations of the Issuer and are payable solely, both as to principal and interest and as to any premiums upon the redemption thereof, from the Sales Tax Revenues and certain funds held by the Trustee under the Indenture and the Issuer is not obligated to pay the Bonds except from such Sales Tax Revenues and such funds. The general fund of the Issuer is not liable, and the credit or taxing power (other than as described above) of the Issuer is not pledged, for the payment of the Bonds or their interest. The Bonds are not secured by a legal or equitable pledge of, or charge, lien or encumbrance upon, any of the property of the Issuer or any of its income or receipts, except the Sales Tax Revenues and certain funds held under the Indenture.

The Series 2015 Bonds are subject to redemption prior to their respective stated maturities on the dates, at the prices, and following such notice as are set forth in the Indenture.

The Series 2015 Bonds are issuable as fully registered Bonds in Authorized Denominations of \$5,000 or any integral multiple thereof. Subject to the limitations and conditions and upon payment of the charges, if any, as provided in the Indenture, this Series 2015 Bond may be exchanged for a like aggregate principal amount of Series 2015 Bonds of other Authorized Denominations of the same Series, tenor, maturity and interest rate.

This Series 2015 Bond is transferable or exchangeable for other Authorized Denominations by the registered holder hereof, in person or by its attorney duly authorized in writing, at the Corporate Trust Office of the Trustee, but only in the manner, subject to the limitations and upon payment of the charges provided in the Indenture, and upon surrender and cancellation of this Series 2015 Bond. Upon such transfer a new fully registered Series 2015 Bond or Series 2015 Bonds, of Authorized Denomination or Denominations, of the same Series, tenor, maturity and interest rate for the same aggregate principal amount will be issued to the transferee in exchange herefor.

The Issuer and the Trustee may deem and treat the registered holder hereof as the absolute owner hereof for all purposes, and the Issuer and the Trustee shall not be affected by any notice to the contrary.

The rights and obligations of the Issuer and of the registered holders of the Bonds may be modified or amended at any time in the manner, to the extent, and upon the terms provided in the Indenture, which provide, in certain circumstances, for modifications and amendments without the consent of, or notice to, the registered holders of Bonds.

It is hereby certified and recited that any and all acts, conditions and things required to exist, to happen and to be performed, precedent to and in the incurring of the indebtedness evidenced by this Series 2015 Bond, and in the issuing of this Series 2015 Bond, do exist, have happened and have been performed in due time, form and manner, as required by the Constitution and statutes of the State of California, and that this Series 2015 Bond, together with all other indebtedness of the Issuer pertaining to the Sales Tax Revenues, is within every debt and other limit prescribed by the Constitution and the statutes of the State of California, and is not in excess of the amount of Bonds permitted to be issued under the Indenture or the Act.

This Series 2015 Bond shall not be entitled to any benefit under the Indenture, or become valid or obligatory for any purpose, until the certificate of authentication hereon endorsed shall have been signed by the Trustee.

IN WITNESS WHEREOF, the SONOMA COUNTY TRANSPORTATION AUTHORITY has caused this Series 2015 Bond to be executed in its name and on its behalf by the facsimile signature of the Chair of the Board of Directors of the Sonoma County Transportation Authority and the facsimile signature of the Auditor-Controller of the Sonoma County Transportation Authority and has caused this Series 2015 Bond to be dated the date set forth above.

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By: _____
Chair

By: _____
Auditor-Controller

[FORM OF CERTIFICATE OF AUTHENTICATION]

This is one of the Bonds described in the within-mentioned Indenture and authenticated on the date set forth below.

Dated: _____.

[TRUSTEE], as Trustee

By: _____
Authorized Officer

[FORM OF DTC LEGEND]

Unless this Bond is presented by an authorized representative of The Depository Trust Company to the issuer or its agent for registration of transfer, exchange or payment, and any Bond issued is registered in the name of Cede & Co. or such other name as requested by an authorized representative of The Depository Trust Company and any payment is made to Cede & Co., ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL since the registered owner hereof, Cede & Co., has an interest herein.

[FORM OF ASSIGNMENT]

For value received _____, whose taxpayer identification number is _____, does hereby sell, assign and transfer unto _____ the within Bond and hereby irrevocably constitute and appoint _____ attorney, to transfer the same on the books of the Issuer at the office of the Trustee, with full power of substitution in the premises.

NOTE: The signature to this Assignment must correspond with the name on the face of the within Registered Bond in every particular, without alteration or enlargement or any change whatsoever.

Dated: _____

Signature Guaranteed by:

NOTE: Signature guarantee shall be made by a guarantor institution participating in the Securities Transfer Agents Medallion Program or in such other guarantee program as shall be acceptable to the Trustee.

Exhibit B

[Form of Requisition – Series 2015 Costs of Issuance Fund]

REQUISITION NO. ____

Series 2015 Costs of Issuance Fund

The undersigned, _____, hereby certifies as follows:

1. I am _____ of the Sonoma County Transportation Authority, a local transportation authority duly established and existing under the laws of the State of California (the "Issuer").

2. Pursuant to the provisions of that certain Indenture, dated as of January 1, 2008, as supplemented and amended, including as supplemented and amended by that certain Third Supplemental Indenture, dated as of May 1, 2015 (hereinafter collectively referred to as the "Indenture"), between the Issuer and _____, as trustee (the "Trustee"), I am an Authorized Representative (as such term is defined in the Indenture) of the Issuer and I am delivering this Requisition on behalf of the Issuer.

3. The undersigned hereby requests that the Trustee pay from the Series 2015 Costs of Issuance Fund (the "Series 2015 Costs of Issuance Fund") established pursuant to Section 19.05 of the Indenture the amounts specified in Schedule I hereto to the persons identified in Schedule I.

4. The undersigned hereby certifies that: (i) obligations in the amounts stated in Schedule I have been incurred by the Issuer and are presently due and payable; (ii) each item is a proper charge against the Series 2015 Costs of Issuance Fund; and (iii) each item has not been previously paid from the Series 2015 Costs of Issuance Fund.

Dated: _____.

Sonoma County Transportation Authority

By: _____
Authorized Representative

Schedule I

Series 2015 Costs of Issuance Fund

To	Amount	Purpose	Wire or Payment Instructions
	\$		

Exhibit C

[Form of Requisition – Series 2015 Project Fund]

REQUISITION NO. ____

Series 2015 Project Fund

The undersigned, _____ hereby certifies as follows:

1. I am the _____ of the Sonoma County Transportation Authority, a local transportation authority duly established and existing under the laws of the State of California (the "Issuer").

2. Pursuant to the provisions of that certain Indenture, dated as of January 1, 2008, as supplemented and amended, including as supplemented and amended by that certain Third Supplemental Indenture, dated as of May 1, 2015 (hereinafter collectively referred to as the "Indenture"), between the Issuer and _____, as trustee (the "Trustee"), I am an Authorized Representative (as such term is defined in the Indenture) of the Issuer and I am delivering this Requisition on behalf of the Issuer.

3. The undersigned, acting on behalf of the Issuer, does hereby request disbursement of funds from the Series 2015 Project Fund (the "Series 2015 Project Fund"), created pursuant to Section 19.06 of the Indenture, in connection with the payment of the costs of the Series 2015 Project (as such term is defined in the Indenture).

TOTAL DISBURSEMENT AMOUNT REQUESTED: \$_____

4. The undersigned, acting on behalf of the Issuer, hereby certifies that: (a) the costs of the Series 2015 Project in the amount set forth herein have been incurred by the Issuer and are presently due and payable; and (b) that each item is a proper charge against the Series 2015 Project Fund and has not been previously paid from the Series 2015 Project Fund.

5. The undersigned, acting on behalf of the Issuer, hereby certifies that there has not been filed with or served upon the Issuer notice of any lien, right to lien, or attachment upon, or claim affecting the right to receive payment of, any of the amounts payable to any of the parties identified on Schedule I to this Requisition, which has not been released or will not be released simultaneously with the payment of such obligation, other than materialmen's or mechanics' liens accruing by mere operation of law.

6. Payment should be made in accordance with the instructions set forth on Schedule I hereto.

Dated: _____.

Sonoma County Transportation Authority

By: _____
Authorized Representative

Schedule I

Series 2015 Project Fund

Party to be Paid	Payment Amount	Nature of Expenditure	Payment Instructions
	\$		

PRELIMINARY OFFICIAL STATEMENT DATED _____, 2015

New Issue - Book-Entry Only

Rating: See "Rating" herein

In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2015 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 and is exempt from State of California personal income taxes. In the further opinion of Bond Counsel, interest on the Series 2015 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current earnings when calculating corporate alternative minimum taxable income. Bond Counsel expresses no opinion regarding any other tax consequences related to the ownership or disposition of, or the amount, accrual or receipt of interest on, the Series 2015 Bonds. See "Tax Matters" herein.



\$ _____ *

Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds),
Series 2015[A and Series 2015 B]



Dated: Date of Delivery

Due: December 1, as shown below

The Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B] (the "Series 2015 Bonds") will be issued pursuant to an Indenture, dated as of January 1, 2008, as supplemented, including as supplemented by a Third Supplemental Indenture, dated as of May 1, 2015, between the Sonoma County Transportation Authority (the "Authority") and _____, as trustee (the "Trustee") (i) to refinance a portion of the costs of certain transportation projects through the advance refunding and defeasance of the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds") and (ii) to assist in financing an additional portion of the costs of certain transportation projects.

The Series 2015 Bonds will be issued in book-entry form, initially registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). Purchasers of Series 2015 Bonds will not receive instruments representing their interests in the Series 2015 Bonds purchased. Individual purchases of Series 2015 Bonds will be made in principal amounts of \$5,000 or integral multiples thereof.

Interest on the Series 2015 Bonds will be payable semiannually on June 1 and December 1 of each year, commencing [December] 1, 2015. Principal of and interest on the Series 2015 Bonds will be paid by the Trustee to DTC. DTC will then remit such principal and interest to its participants, which will in turn remit such principal and interest to the beneficial owners of the Series 2015 Bonds. See Appendix F - "Book-Entry Only System" herein.

The Series 2015 Bonds are subject to optional and mandatory redemption prior to maturity as described herein. See "Description of the Series 2015 Bonds - Redemption Provisions" herein.

The Series 2015 Bonds are limited obligations of the Authority payable from the receipts of a one-fourth of one percent (1/4%) retail transactions and use tax imposed to finance street, road, highway, public transit and other transportation-related improvements in the incorporated and unincorporated territory of the County of Sonoma, California (the "County"). The Series 2015 Bonds will be payable on a parity with certain other limited tax bonds issued by the Authority. See "Security and Source of Payment for the Series 2015 Bonds" and "The Sales Tax" herein.

Neither the faith and credit nor the taxing power of the County of Sonoma, the State of California or any political subdivision or public agency thereof, other than the Authority, to the extent of the pledge described herein, is pledged to the payment of principal of or interest on the Series 2015 Bonds. The Authority has no power to levy any tax other than the one-fourth of one percent (1/4%) retail transactions and use tax.

This cover page contains certain information for quick reference only. It is not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

[The Series 2015 Bonds will be sold by competitive sale pursuant to the Official Notice of Sale, dated _____, 2015.]

MATURITY SCHEDULE*

<u>Maturity</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> [†]	<u>Maturity</u> <u>(December 1)</u>	<u>Principal</u> <u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Yield</u>	<u>CUSIP</u> [†]
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The Series 2015 Bonds are offered when, as and if issued [and received by the Underwriters,] subject to the approval of validity by Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. Certain legal matters will be passed upon for the Authority by the Office of County Counsel, County of Sonoma, acting as counsel to the Authority [and for the Underwriters by their counsel, ____]. It is anticipated that the Series 2015 Bonds will be available for delivery in book-entry form through DTC on or about _____.

The date of this Official Statement is _____, 2015.

* Preliminary, subject to change.

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This Preliminary Official Statement and the information contained herein are subject to completion or amendment. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or a solicitation of an offer to buy nor shall there be any sale of these securities in any jurisdiction in which said offer, solicitation or sale would be unlawful prior to registration or qualification under the securities laws of any such jurisdiction.

SONOMA COUNTY TRANSPORTATION AUTHORITY

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James Cameron

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Financial Advisor

KNN Public Finance
A Division of Zions Public Finance, Inc.
Oakland, California

Bond Counsel

Orrick, Herrington & Sutcliffe LLP
San Francisco, California

Trustee

This Official Statement does not constitute an offer to sell the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B] (the "Series 2015 Bonds") in any jurisdiction to any person to whom it is unlawful to make such offer in such jurisdiction. No dealer, broker, salesman or other person has been authorized by the Sonoma County Transportation Authority (the "Authority") or the underwriter of the Series 2015 Bonds identified herein (the "Underwriter") to give any information or to make any representation other than that contained herein and, if given or made, such other information or representation must not be relied upon as having been authorized. This Official Statement does not constitute an offer to sell or solicitation of an offer to buy, nor shall there be any offer or solicitation or sale of the Series 2015 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. Neither the delivery of this Official Statement nor the sale of any of the Series 2015 Bonds implies that the information herein is correct as of any time subsequent to the date hereof. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create the implication that there has been no change in the matters described herein since the date hereof.

This Official Statement is not to be construed as a contract with the purchasers of the Series 2015 Bonds. Statements contained in this Official Statement which involve estimates, forecasts or matters of opinion, whether or not expressly so described herein, are intended solely as such and are not to be construed as representations of facts. All summaries of statutes and documents are made subject to the provisions of such statutes and documents, respectively, and do not purport to be complete statements of any or all of such provisions.

The information set forth herein has been obtained from sources that are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The Underwriter has provided the following sentence for inclusion in this Official Statement: The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

No representation, warranty or guarantee is made by the Financial Advisor identified herein as to the accuracy or completeness of any information in this Official Statement, including, without limitation, the information contained in the appendices hereto, and nothing contained in this Official Statement is or shall be relied upon as a promise or representation by the Financial Advisor.

This Official Statement contains forecasts, projections and estimates that are based on current expectations and/or assumptions. When included in this Official Statement, the words "expects," "forecasts," "projects," "intends," "anticipates," "estimates," "assumes" and analogous expressions are intended to identify forward-looking statements which speak only as of the date of this Official Statement. Any such statements inherently are subject to a variety of risks and uncertainties which could cause actual results to differ materially from those that have been projected. Such risks and uncertainties include, among others, changes in economic conditions, federal, state and local statutory and regulatory initiatives, litigation, seismic events, and various other events, conditions and circumstances, many of which are beyond the control of the Authority. The inclusion in this Official Statement of such forecasts, projections and estimates should not be regarded as a representation by the Authority that such forecasts, projections and estimates will occur. Such forecasts, projections and estimates are not intended as representations of fact or guarantees of results. The Authority disclaims any obligation or undertaking to release publicly any updates or revisions to any forward-looking statement contained herein to reflect any changes in the Authority's expectations with regard thereto or any change in events, conditions or circumstances on which any such statement is based.

The achievement of certain results or other expectations contained in such forward looking statements involve known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied by such forward-looking statements. The Authority does not plan to issue any updates or revisions to those forward-looking statements if or when any of its expectations, or events, conditions or circumstances on which such statements are based occur, other than as described under the caption "Continuing Disclosure" herein.

This Official Statement is submitted in connection with the sale of securities referred to herein and may not be reproduced or be used, as a whole or in part, for any other purpose.

The Authority maintains a website. However, the data and information presented therein is not incorporated by reference in this Official Statement and should not be relied upon in making investment decisions with respect to the Series 2015 Bonds.

The Series 2015 Bonds have not been registered under the Securities Act of 1933, as amended, in reliance upon an exemption contained therein, and have not been registered or qualified under the securities laws of any state.

In connection with this offering, the Underwriter may effect transactions which stabilize or maintain the market price of such Series 2015 Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time. The Underwriter may offer and sell such Series 2015 Bonds to certain dealers, dealer banks, banks acting as agent for certain purchasers, and institutional investors at prices lower than the public offering price stated on the cover page of this Official Statement, and said public offering price may be changed from time to time by the Underwriter.

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OFFICIAL STATEMENT

\$ _____ *

Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B]

INTRODUCTION

The following introduction is not a summary of the Official Statement. It is only a brief description of and guide to, and is qualified by, the more complete and detailed information contained in the entire Official Statement and the documents summarized or described herein. The offering of the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A (the "Series 2015 A Bonds") and the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 B (the "Series 2015 B Bonds," and, together with the Series 2015 A Bonds,] (the "Series 2015 Bonds") to potential investors is made only by means of the entire Official Statement and, therefore, potential investors should carefully review the entire Official Statement. All capitalized terms used herein and not otherwise defined shall have the meaning assigned to such terms in Appendix C - "Summary of Certain Provisions of the Indenture - Definitions" or in the hereinafter defined Indenture.

General

This Official Statement, which includes the cover page and all appendices hereto (the "Official Statement"), sets forth certain information in connection with the offering of \$ _____ * aggregate principal amount of Series 2015 Bonds. The Series 2015 Bonds are being issued by the Sonoma County Transportation Authority (the "Authority") pursuant to the Indenture, dated as of January 1, 2008, as supplemented by the First Supplemental Indenture, dated as of January 1, 2008, the Second Supplemental Indenture, dated as of January 1, 2011, and the Third Supplemental Indenture, dated as of May 1, 2015 (as so supplemented and as it may be further supplemented and amended from time to time pursuant to its terms, the "Indenture"), between the Authority and _____, as trustee (the "Trustee").

The Authority

The Authority is a local transportation authority organized under the provisions of the Local Transportation Authority and Improvement Act, constituting Division 19 of the Public Utilities Code of the State of California, commencing with Section 180000 (hereinafter collectively referred to as the "Act"). The Authority was created on August 7, 1990 by action of the Board of Supervisors of the County of Sonoma. See "The Authority."

Authorization

The Series 2015 Bonds are being issued pursuant to authority granted under [the Act/the provisions of Article 10 and Article 11 of Chapter 3 of Part I of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Bond Law")], an ordinance adopted by the governing body of the Authority pursuant to the Act on July 19, 2004 (as amended and supplemented from time to time pursuant to its terms, hereinafter referred to as the "Ordinance"), and a resolution adopted by the governing body of the Authority on [April 13], 2015, which resolution authorizes the issuance, sale and delivery of the Series 2015 Bonds.

Sales Tax; Pledge of Sales Tax Revenues

The Series 2015 Bonds are limited obligations of the Authority payable from and secured by a pledge of revenues derived from a one-fourth of one percent (¼%) retail transactions and use tax (such retail transactions and use tax being hereinafter referred to as the "Sales Tax") imposed to establish a local funding source for traffic relief goals and improvements as more fully described in the Ordinance and the expenditure plan adopted in conjunction

* Preliminary, subject to change.

therewith, net of an administrative fee paid to the California State Board of Equalization (the "State Board of Equalization") in connection with the collection and disbursement of the Sales Tax. The Sales Tax was imposed effective April 1, 2005 and remains in effect through March 31, 2025. See "The Sales Tax." The revenues derived from the Sales Tax, net of the administrative fee payable to the State Board of Equalization are hereinafter referred to as the "Sales Tax Revenues." Upon their issuance, the Series 2015 Bonds will be secured by a pledge of Sales Tax Revenues on a parity basis with the pledge of Sales Tax Revenues which secures the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2011 (the "Series 2011 Bonds") issued in the principal amount of \$25,200,000, \$23,745,000 of which remain Outstanding, as of the date of this Official Statement. The Series 2011 Bonds, the Series 2015 Bonds and any additional bonds issued on a parity basis therewith pursuant to the provisions of the Indenture are hereinafter collectively referred to as the "Bonds." See "Security and Source of Payment for the Series 2015 Bonds" and "The Sales Tax – Historical Debt Service Coverage."

Purpose and Application of Proceeds of the Series 2015 Bonds

The Series 2015 Bonds are being issued (i) to advance refund and defease the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds"), which were issued to assist in financing a portion of the costs of certain transportation projects identified in the expenditure plan approved on June 28, 2004 in conjunction with the Ordinance (as amended and supplemented from time to time pursuant to its terms, the "Expenditure Plan"), and (ii) to assist in financing an additional portion of the costs of certain transportation projects identified in the Expenditure Plan, expected to include improvements to Highway 101. Proceeds of the Series 2015 Bonds will also be applied to pay the costs of issuance of the Series 2015 Bonds. See "Plan of Financing" and "Estimated Sources and Uses of Funds."

Certain Investment Considerations

No reserve fund will be established with respect to the Series 2015 Bonds.

The Indenture does not provide for acceleration or an increase in the interest rate on the Series 2015 Bonds upon the occurrence of an Event of Default. If an Event of Default should occur, Holders of a majority of aggregate principal amount of Bonds Outstanding shall have the right to direct the Trustee to exercise remedies in accordance with the provisions set forth in the Indenture. See Appendix C – "Summary Of Certain Provisions Of The Indenture – The Indenture – Events of Default and Remedies."

Book-Entry Only

The Series 2015 Bonds will be issued in book-entry only form. See Appendix F - "Book-Entry Only System."

References; Availability of Documents

Brief descriptions of the Series 2015 Bonds, the security and source of payment for the Series 2015 Bonds, including the pledge of Sales Tax Revenues, the Ordinance, the Indenture and the Authority are presented herein. Such references and descriptions do not purport to be comprehensive or definitive. All references herein to various documents are qualified in their entirety by reference to the forms thereof, all of which are available at the offices of the Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401.

PLAN OF FINANCING

The Authority is issuing the Series 2015 Bonds in part to advance refund and defease all Outstanding Series 2008 Bonds, aggregating \$40,170,000 in principal amount and intends to apply a portion of the proceeds of the Series 2015 Bonds, together with funds held on deposit in the Bond Reserve Fund established to secure the Series 2008 Bonds, to advance refund and legally defease all of the Series 2008 Bonds. In connection with such refunding and defeasance, the Authority will enter into an Escrow Agreement, dated as of May 1, 2015 (the "Escrow Agreement"), with _____, as Trustee and escrow agent (the "Escrow Agent"), pursuant to which the Escrow

Agent will establish an escrow fund (the "Escrow Fund") to provide for the payment of the principal of and interest on the Series 2008 Bonds to their dates of maturity or redemption, as applicable. Amounts deposited in the Escrow Fund are expected to be invested in investment securities meeting the requirements for defeasance investments specified in the Indenture (the "Escrow Securities"), the principal of and interest on which, together with any cash held uninvested in such Escrow Fund, will be sufficient to pay the principal of and interest on the Series 2008 Bonds to the dates of their maturity or redemption, as applicable. See Appendix C - "Summary of Certain Provisions of the Indenture – Definitions – Investment Securities" and "Verification Of Mathematical Accuracy." Amounts deposited in the Escrow Fund will be pledged to the payment of the Series 2008 Bonds and will not be available for the payment of the Series 2011 Bonds or the Series 2015 Bonds. Proceeds of the Series 2015 Bonds will also be applied to finance an additional portion of the costs of certain transportation projects identified in the Expenditure Plan, expected to include improvements to Highway 101 and to pay the costs of issuance of the Series 2015 Bonds. See "Estimated Sources and Uses of Funds."

DESCRIPTION OF THE SERIES 2015 BONDS

General Terms and Provisions

The Series 2015 Bonds will be issued as fully registered bonds in the denomination of \$5,000 or any integral multiple thereof (each, an "Authorized Denomination"), will be dated their date of delivery and will mature on the dates and in the principal amounts and bear interest at the rates, all as set forth on the cover page of this Official Statement. Interest with respect to the Series 2015 Bonds will be computed on the basis of a 360 day year, comprised of twelve 30-day months. Interest with respect to the Series 2015 Bonds will be payable on June 1 and December 1 of each year (each, an "Interest Payment Date"), commencing [December] 1, 2015.

The Series 2015 Bonds, when issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as the initial Securities Depository for the Series 2015 Bonds. Individual purchases will be made in book-entry only form. Purchasers will not receive a certificate representing their beneficial ownership interest in the Series 2015 Bonds. So long as Cede & Co. is the registered owner of the Series 2015 Bonds, (i) references herein to Bondholders, Holders, owners or registered owners shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Series 2015 Bonds and (ii) all payments of principal and interest due with respect to the Series 2015 Bonds will be made to Cede & Co., as nominee of DTC. See Appendix F - "Book - Entry Only System."

So long as Cede & Co. is the registered owner of the Series 2015 Bonds, principal of and interest on the Series 2015 Bonds will be payable by wire transfer of same day funds by the Trustee to Cede & Co., as nominee for DTC. DTC is obligated, in turn, to remit such amounts to the DTC Participants (as such term is defined in Appendix F) for subsequent disbursement to Beneficial Owners of the Series 2015 Bonds. See Appendix F - "Book-Entry Only System" herein.

In the event the use of the book-entry system is discontinued, principal of the Series 2015 Bonds will be payable upon surrender thereof at the designated office of the Trustee. All interest payable on the Series 2015 Bonds will be paid by check mailed by first-class mail on each Interest Payment Date to the person in whose name each Series 2015 Bond is registered in the registration books maintained by the Trustee as of the close of business on the fifteenth (15th) day of the calendar month immediately preceding the Interest Payment Date (each, a "Record Date"), provided that registered owners of \$1,000,000 or more in aggregate principal amount of Series 2015 Bonds may request payment by wire transfer to an account within the United States, such request to be submitted in writing and received by the Trustee on or before the applicable Record Date for such Interest Payment Date, in accordance with the provisions set forth in the Indenture.

Redemption Provisions

Optional Redemption.* The [Series 2015 A Bonds/Series 2015 B Bonds] maturing on or before December 1, ____ shall not be subject to redemption prior to their respective stated maturities. The [Series 2015 A Bonds/Series 2015 B Bonds] maturing on or after December 1, ____ shall be subject to redemption prior to their

* Preliminary, subject to change.

respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part on any date (and if in part, in such amount and such order of maturity as the Authority shall specify and within a maturity by lot or by such other method as the Authority may direct and in Authorized Denominations), on or after December 1, ____ at the principal amount thereof, plus accrued interest to the date fixed for redemption[, without premium].

Mandatory Redemption. The [Series 2015 A Bonds/Series 2015 B Bonds] maturing on December 1, 20__, will also be subject to redemption in part, by lot, from Mandatory Sinking Account Payments required by the Indenture on each December 1 on or after December 1, 20__, at the principal amount of the [Series 2015 A Bonds/Series 2015 B Bonds] to be redeemed plus accrued interest, if any, to the redemption date. Such Mandatory Sinking Account Payments will be sufficient to redeem (or pay at maturity) the following principal amounts of such [Series 2015 A Bonds/Series 2015 B Bonds] on the dates set forth on the following page.

**Sinking Account
Payment Date
(December 1)**

**Sinking Account
Payment**

* Final Maturity

Selection of Series 2015 Bonds for Redemption. While the Series 2015 Bonds are in book-entry form and so long as DTC acts as Securities Depository for the Series 2015 Bonds, whenever provision is made for redemption of less than all of the Series 2015 Bonds of any [Series and] maturity, applicable provisions for selection of Series 2015 Bonds to be redeemed under DTC's book-entry system shall apply. See Appendix F - "Book-Entry Only System" herein. In the event that the use of the book-entry system is discontinued, whenever provision is made for redemption of less than all of the Series 2015 Bonds of any [Series and] maturity, the Trustee shall select the Series 2015 Bonds of the such [Series and] maturity to be redeemed by lot or by such other method as the Authority shall specify and in Authorized Denominations.

Notice of Redemption; Conditional Notice. The Trustee shall mail notice of redemption not less than thirty (30) days nor more than sixty (60) days prior to the redemption date to each registered owner of a Series 2015 Bond designated for redemption. The Trustee shall also give written notice of redemption to the Repository. Neither failure by the Trustee to give notice to the Repository, nor failure of any Holder or the Repository to receive such notice nor any defect therein shall affect the sufficiency or validity of the proceedings for the redemption of any of the Series 2015 Bonds.

With respect to any notice of optional redemption of Series 2015 Bonds, unless, upon the giving of such notice, such Series 2015 Bonds shall be deemed to have been paid within the meaning of the provisions of the Indenture, such notice shall state that such redemption shall be conditional upon the receipt by the Trustee on or prior to the date fixed for such redemption of amounts sufficient to pay the principal of and interest on, such Series 2015 Bonds to be redeemed, and that if such amounts shall not have been so received said notice shall be of no force and effect and the Authority shall not be required to redeem such Series 2015 Bonds. In the event that such notice of redemption contains such a condition and such amounts are not so received, the redemption shall not be made and the Trustee shall within a reasonable time thereafter give notice to the Holders to the effect that such amounts were not so received and such redemption was not made, such notice to be given by the Trustee in the manner in which the notice of redemption was given.

Any notice given pursuant to the provisions of the Indenture described herein may be rescinded by written notice given to the Trustee by the Authority and the Trustee shall give notice of such rescission as soon thereafter as practicable in the same manner, and to the same parties, as notice of such redemption was given.

For so long as the Series 2015 Bonds are in book-entry form, all notices of redemption and all other notices described under this caption, shall be delivered to DTC, as Securities Depository. Neither the Authority nor the

Trustee can or do give any assurance that any such notice will be distributed by DTC to Beneficial Owners or that any such notice will be distributed on a timely basis. See Appendix F - "Book-Entry Only System" herein.

Cessation of Interest. Interest on all Series 2015 Bonds for which notice of redemption has been given pursuant to the provisions of the Indenture and for which funds have been provided to the Trustee for the payment of the Redemption Price thereof shall cease to accrue on the redemption date. Such Series 2015 Bonds shall cease to be entitled to any lien, benefit or security under the Indenture on the redemption date and the registered owners of such Series 2015 Bonds shall have no rights in respect thereof except to receive payment of the Redemption Price from the funds provided to the Trustee therefor.

ESTIMATED SOURCES AND USES OF FUNDS

Estimated sources and uses of funds are presented below:

Sources:

Par Amount of Series 2015 Bonds	\$ _____
Transfer from Series 2008 Bond Reserve Fund	_____
Total:	\$ _____

Uses:

Deposit to Escrow Fund ⁽¹⁾	\$ _____
Deposit to Series 2015 Project Fund	_____
Costs of Issuance ⁽²⁾	_____
Total:	\$ _____

⁽¹⁾ Moneys in the Escrow Fund will be invested as described above under the caption "Plan of Financing."

⁽²⁾ Costs of Issuance include underwriter's discount, legal and professional fees, financial advisor fees, rating agency fees, trustee, escrow agent and verification agent fees, printing costs and other miscellaneous expenses.

DEBT SERVICE REQUIREMENTS

Upon the issuance of the Series 2015 Bonds, there will be [two/three] Series of Bonds Outstanding under the Indenture, the Series 2011 Bonds and the Series 2015 Bonds (hereinafter sometimes collectively referred to as the "Outstanding Bonds"). The following table sets forth the annual debt service requirements for the Series 2011 Bonds and the Series 2015 Bonds and annual debt service for all Outstanding Bonds.

Fiscal Year Ending June 30,	Series 2011 Bonds		Series 2015 Bonds		Combined Annual Debt Service⁽¹⁾
	Principal	Interest	Principal	Interest	
2015	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
2016					
2017					
2018					
2019					
2020					
2021					
2022					
2023					
2024					
2025					

⁽¹⁾ Totals may not add due to rounding.

SECURITY AND SOURCE OF PAYMENT FOR THE SERIES 2015 BONDS

Pledge of Sales Tax Revenues and Other Amounts

The Series 2015 Bonds are limited obligations of the Authority, payable solely from, and secured by: (i) a pledge of all Sales Tax Revenues; and (ii) a pledge of all amounts, including proceeds of all Bonds, held on deposit in the funds and accounts established under the Indenture (except for amounts held in the Rebate Fund and any Purchase Fund). Such pledge constitutes a first lien on the Sales Tax Revenues and such amounts for the payment of the Bonds, including the Series 2015 Bonds. As defined in the Indenture, Sales Tax Revenues mean all amounts available for distribution to the Authority on account of the Sales Tax, after deducting amounts payable by the Authority to the State Board of Equalization for costs and expenses for its services in connection with the Sales Tax.

Neither the faith and credit nor the taxing power of the County of Sonoma, the State of California or any political subdivision or public agency thereof, other than the Authority, to the extent of the pledge described herein, is pledged to the payment of principal of or interest on the Series 2015 Bonds. The Authority has no power to levy any taxes other than the one-fourth of one percent (¼%) retail transactions and use tax.

Revenue Fund; Allocation of Sales Tax Revenues

So long as any Bonds are Outstanding, the Trustee shall set aside in each month following receipt of the Sales Tax Revenues the moneys in the Revenue Fund in the following respective funds (each of which the Trustee shall establish, maintain and hold in trust for the benefit of the Holders of the Bonds and, as and to the extent applicable, the holders of Parity Obligations) in the following amounts, in the following order of priority, the requirements of each such fund (including the making up of any deficiencies in any such fund resulting from lack of Sales Tax Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied before any deposit is made to any fund subsequent in priority; provided that on a parity with such deposits, the Trustee may set aside or transfer amounts with respect to any outstanding Parity Obligations as provided in the proceedings for such Parity Obligations delivered to the Trustee pursuant to the Indenture (which shall be proportionate in the event such amounts are insufficient to provide for all deposits required as of any date to be made with respect to the Bonds and such Parity Obligations).

Interest Fund. The Trustee shall set aside in the Interest Fund as soon as practicable in each month an amount equal to one-sixth of the aggregate half-yearly amount of interest becoming due and payable on the Outstanding Current Interest Bonds (except for Bonds constituting Variable Rate Indebtedness which shall be governed by the provisions of the Indenture more fully described in Appendix C - "Summary of Certain Provisions of the Indenture - Allocation of Sales Tax Revenues") during the next ensuing six (6) months (excluding any interest for which there are moneys deposited in the Interest Fund from the proceeds of any Series of Bonds or other source and reserved as capitalized interest to pay such interest during said next ensuing six (6) months), until the requisite half-yearly amount of interest on all such Outstanding Current Interest Bonds is on deposit in such fund; provided that from the date of delivery of a Series of Current Interest Bonds until the first Interest Payment Date with respect to such Series of Bonds the amounts set aside in such fund with respect to such Series of Bonds shall be sufficient on a monthly pro rata basis to pay the aggregate amount of interest becoming due and payable on said Interest Payment Date with respect to such Series of Bonds.

Principal Fund; Sinking Accounts. The Trustee shall set aside in the Principal Fund as soon as practicable in each month an amount equal to at least (a) one-sixth of the aggregate semiannual amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having semiannual maturity dates within the next six (6) months, plus (b) one-twelfth of the aggregate yearly amount of Bond Obligation becoming due and payable on the Outstanding Serial Bonds of all Series having annual maturity dates within the next twelve (12) months, plus (c) one-sixth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next six-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts have been created and for which semiannual mandatory redemption is required from said Sinking Accounts, plus (d) one-twelfth of the aggregate of the Mandatory Sinking Account Payments to be paid during the next 12-month period into the respective Sinking Accounts for the Term Bonds of all Series for which Sinking Accounts shall have been created and for which annual mandatory redemption is required from such Sinking

Accounts; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be set aside towards such principal to be so refunded or paid.

No deposit need be made into the Principal Fund so long as there shall be in such fund (i) moneys sufficient to pay the Bond Obligations of all Serial Bonds issued under the Indenture and then Outstanding and maturing by their terms within the next twelve (12) months plus (ii) the aggregate of all Mandatory Sinking Account Payments required to be made in such 12-month period, but less any amounts deposited into the Principal Fund during such 12-month period and theretofore paid from the Principal Fund to redeem or purchase Term Bonds during such 12-month period; provided that if the Authority certifies to the Trustee that any principal payments are expected to be refunded on or prior to their respective due dates or paid from amounts on deposit in a Bond Reserve Fund that would be in excess of the Bond Reserve Requirement applicable to such Bond Reserve Fund upon such payment, no amounts need be on deposit with respect to such principal payments.

Bond Reserve Funds. Upon the occurrence of any deficiency in any Bond Reserve Fund established in connection with any Series of Bonds, including, without limitation, the Series 2011 Bonds for which a Bond Reserve Fund has been established, the Trustee shall make such deposit to such Bond Reserve Fund as is required pursuant to the provisions of the Indenture, each such deposit to be made as soon as possible in each month, until the balance in the applicable Bond Reserve Fund is at least equal to the applicable Bond Reserve Requirement. See "Bond Reserve Funds" below and Appendix C - "Summary of Certain Provisions of the Indenture - Establishment and Application of Funds and Accounts - Funding and Application of Bond Reserve Funds."

Subordinate Obligations Fund. Upon the written direction of the Authority, the Trustee shall establish, maintain and hold in trust a separate fund designated as the "Subordinate Obligations Fund." Upon the establishment of the Subordinate Obligations Fund, after the transfers to the Interest Fund, the Principal Fund and the Bond Reserve Funds described above have been made, the Trustee shall deposit in the Subordinate Obligations Fund in each month such amount as the Authority shall specify in writing is necessary to pay principal of and interest due and payable during the following month with respect to any Subordinate Obligations then outstanding.

Fees and Expenses Fund. Upon the written direction of the Authority, the Trustee shall establish, maintain and hold in trust a separate fund designated as the "Fees and Expenses Fund." Upon the establishment of the Fees and Expenses Fund, after the transfers to the Interest Fund, the Principal Fund, the Bond Reserve Funds and the Subordinate Obligations Fund (if a Subordinate Obligations Fund shall have been established) described above have been made, the Trustee shall deposit as soon as practicable in each month in the Fees and Expenses Fund (i) amounts necessary for payment of fees, expenses and similar charges owing in such month or the following month by the Issuer in connection with the Bonds or any Parity Obligations (excluding termination payments on Interest Rate Swap Agreements which termination payments shall be secured by a lien and charge on the Sales Tax Revenues subordinate to the lien and charge upon the Sales Tax Revenues which secures the Bonds, Parity Obligations and payment of principal and interest on Subordinate Obligations) and (ii) amounts necessary for payment of fees, expenses and similar charges owing in such month or the following month by the Issuer in connection with Subordinate Obligations, if any. The Issuer shall inform the Trustee of such amounts, in writing, on or prior to the first Business Day of each month.

For a more complete discussion of the allocation of Sales Tax Revenues, see Appendix C - "Summary of Certain Provisions of the Indenture - Allocation of Sales Tax Revenues."

Transfer to Authority. Except as the Authority shall otherwise direct in writing or as is otherwise provided in a Supplemental Indenture, any Sales Tax Revenues remaining in the Revenue Fund after the transfers described above have been shall be transferred to the Authority. The Authority may use and apply the Sales Tax Revenues when received by it for any lawful purpose of the Authority, including the redemption of Bonds upon the terms and conditions set forth in the Supplemental Indenture relating to such Bonds and the purchase of Bonds as and when and at such prices as it may determine.

Bond Reserve Funds

The Authority may in its sole discretion at the time of issuance of any Series of Bonds or at any time thereafter by Supplemental Indenture provide for the establishment of a Bond Reserve Fund as additional security for a Series of Bonds. Any Bond Reserve Fund so established by the Authority will be available to secure one or more Series of Bonds as the Authority determines and specifies in the Supplemental Indenture establishing such Bond Reserve Fund. Any Bond Reserve Fund established by the Authority will be held by the Trustee and will comply with the provisions set forth in the Indenture. In lieu of depositing cash to satisfy a portion or all of the Bond Reserve Requirement applicable to one or more Series of Bonds or in replacement of funds then on deposit in any Bond Reserve Fund (which will be transferred by the Trustee to the Authority), the Authority may obtain a letter of credit, insurance policy or surety bond, or any combination thereof, to satisfy a portion or all of such Bond Reserve Requirement. See Appendix C - "Summary of Certain Provisions of the Indenture - Establishment and Application of Funds and Accounts - Funding and Application of Bond Reserve Funds."

No Bond Reserve Fund is being established in connection with the issuance of the Series 2015 Bonds. Nor will the Series 2015 Bonds be secured by the Bond Reserve Fund established to provide additional security for the Series 2011 Bonds.

Additional Bonds; Refunding Bonds; Parity Obligations; Subordinate Obligations

Limitations on the Issuance of Obligations Payable From Sales Tax Revenues; Parity Obligations; Subordinate Obligations. The Authority will not, so long as any Bonds are Outstanding, issue any obligations or securities, howsoever denominated, payable in whole or in part from Sales Tax Revenues, except: (i) Bonds of any Series authorized pursuant to the provisions of the Indenture described below under the caption "Additional Bonds;" (ii) Refunding Bonds authorized pursuant to the provisions of the Indenture described below under the caption "Refunding Bonds;" (iii) Parity Obligations, provided that certain conditions precedent to the issuance of such Parity Obligations specified in the Indenture and described below are satisfied; and (iv) Subordinate Obligations.

Additional Bonds. In addition to the Series 2008 Bonds and the Series 2015 Bonds, the Authority may by Supplemental Indenture establish one or more additional Series of Bonds (hereinafter referred to as "Additional Bonds"), payable from Sales Tax Revenues and secured by the pledge made under the Indenture on a parity with the Series 2008 Bonds and the Series 2015 Bonds, and the Authority may issue, and the Trustee may authenticate and deliver to the purchasers thereof, Bonds of any Series so established, in such principal amount as the Authority determines, but only upon compliance by the Authority with the provisions set forth in the Indenture, and subject to certain specific conditions precedent set forth in the Indenture, including the following:

- (a) no Event of Default shall have occurred and then be continuing;
- (b) in the event the Supplemental Indenture providing for the issuance of such Series shall require either (i) the establishment of a Bond Reserve Fund to provide additional security for such Series of Bonds or (ii) that the balance on deposit in an existing Bond Reserve Fund be increased, forthwith upon the receipt of the proceeds of the sale of the Bonds of such Series, to an amount at least equal to the Bond Reserve Requirement with respect to such Series of Bonds and all other Bonds secured by such Bond Reserve Fund to be considered Outstanding upon the issuance of such additional Series of Bonds, the Supplemental Indenture providing for the issuance of such additional Series of Bonds shall require deposit of the amount necessary;
- (c) the aggregate principal amount of Bonds to be issued shall not exceed any limitation imposed by the Act[, the Refunding Bond Law] or any other law or by any Supplemental Indenture; and
- (d) the Authority shall have placed on file with the Trustee a Certificate of the Authority certifying that the lesser of (i) the amount of Sales Tax Revenues collected during any twelve (12) consecutive months selected by the Authority within the most recent eighteen (18) calendar months immediately preceding the date on which such additional Series of Bonds will become Outstanding or (ii) the estimated Sales Tax Revenues for the Fiscal Year in which such Series of Bonds are to be issued, shall

have been, or will be, as applicable, at least equal to 1.25 times Maximum Annual Debt Service, on all Series of Bonds and Parity Obligations then Outstanding and the additional Series of Bonds then proposed to be issued, which Certificate shall also set forth the computations upon which such Certificate is based; provided, however, that for purposes of calculation of Maximum Annual Debt Service, Interest Rate Swap Agreements which constitute Parity Obligations shall not be included in such calculation. See also Appendix C - "Summary of Certain Provisions of the Indenture - "Issuance of Additional Bonds and Other Obligations."

Refunding Bonds. The Authority may authorize and issue Bonds to refund any Outstanding Bonds or outstanding Parity Obligations without compliance with the requirements of the Indenture described immediately above under the caption "Additional Bonds," including the debt service coverage requirement described in subparagraph (d) under such caption, provided that Maximum Annual Debt Service on all Bonds Outstanding and all Parity Obligations outstanding following the issuance of such Refunding Bonds is less than or equal to Maximum Annual Debt Service on all Bonds Outstanding and all Parity Obligations outstanding prior to the issuance of such Refunding Bonds. Such Refunding Bonds may be issued in an aggregate principal amount sufficient (together with any additional funds available or to become available) to provide funds for the payment of all of the following:

- (a) the principal or Redemption Price of the Outstanding Bonds or outstanding Parity Obligations to be refunded;
- (b) all expenses incident to the calling, retiring or paying of such Outstanding Bonds or outstanding Parity Obligations and the Costs of Issuance of such Refunding Bonds;
- (c) interest on all Outstanding Bonds or outstanding Parity Obligations to be refunded to the date such Bonds or Parity Obligations will be called for redemption or paid at maturity;
- (d) interest on the Refunding Bonds from the date thereof to the date of payment or redemption of the Bonds or Parity Obligations to be refunded; and
- (e) funding a Bond Reserve Fund for the Refunding Bonds, if required.

Parity Obligations. The Indenture permits the Authority to issue or incur Parity Obligations upon satisfaction of the conditions precedent specified in the Indenture. Conditions precedent to the issuance or incurrence of Parity Obligations include the following: (a) such Parity Obligations have been duly and legally authorized by the Authority for any lawful purpose; (b) no Event of Default under the Indenture shall have occurred and be continuing as evidenced by the delivery of a Certificate of the Authority to that effect, which Certificate of the Authority shall be filed with the Trustee; and (c) such Parity Obligations (other than an Interest Rate Swap Agreement which constitutes a Parity Obligation) are being issued or incurred either (x) for purposes of refunding in compliance with the requirements for the issuance of Refunding Bonds described above under the caption "Refunding Bonds" or (y) the Authority shall have placed on file with the Trustee a Certificate of the Authority, upon which the Trustee may conclusively rely, certifying that the debt service coverage requirement described in subparagraph (d) relating to the issuance of an additional Series of Bonds described above under the caption "Additional Bonds" has been satisfied with respect to such Parity Obligations, which Certificate shall also set forth the computations upon which such Certificate is based.

Subordinate Obligations. The Indenture permits the Authority to issue or incur Subordinate Obligations, which are payable as to principal, premium, interest and reserve fund requirements, if any, only out of Sales Tax Revenues after the prior payment of all amounts then required to be paid hereunder from Sales Tax Revenues for principal, premium, interest and reserve fund requirements, if any, for all Bonds Outstanding, and all Parity Obligations outstanding, as the same become due and payable and at the times and in the manner as required in the Indenture and in the instrument or instruments pursuant to which any Parity Obligations were issued or incurred.

Outstanding Obligations and Future Financing Plans

As of the date of this Official Statement, \$23,745,000 aggregate principal amount of Series 2011 Bonds are Outstanding. No Parity Obligations or Subordinate Obligations have been incurred by the Authority. Subsequent to the issuance of the Series 2015 Bonds, the Authority has no current plans to issue any additional Bonds or to issue or incur any Parity Obligations or Subordinate Obligations.

THE SALES TAX

General Description

The Act, among other things, authorizes the Authority to establish a retail transactions and use tax applicable in the incorporated and unincorporated territory of the County of Sonoma (the "County") in accordance with the California Transactions and Use Tax Law (Revenue and Taxation Code Sections 7251 et seq.) upon authorization by at least two-thirds of the electors voting on the proposed ballot measure providing for imposition of such tax (such proposed ballot measure being hereinafter referred to as "Measure M"). On November 2, 2004, in accordance with the Act, approximately 67.2% the voters of the County voting on Measure M voted to approve Measure M, which enacted the Ordinance, imposing the Sales Tax in the County. The Sales Tax consists of a one-fourth of one percent (¼%) sales tax on the gross receipts of retailers from the sale of tangible personal property sold in the County and a use tax at the same rate upon the storage, use or other consumption in the County of such property purchased from any retailer for storage, use or other consumption in the County, subject to certain limited exceptions set forth in the Ordinance and briefly described below. The Ordinance imposed the Sales Tax for a period of twenty (20) years commencing April 1, 2005 and expiring March 31, 2025.

The Sales Tax is in addition to the sales tax levied statewide by the State of California (the "State") and certain other sales taxes imposed in the County. See "Other Sales Taxes Imposed in the County" below. Proposition 30, approved by the voters of the State in the November 2012 election, increased the statewide sales tax by one-quarter of one percent, from 7.25% to 7.5%, for a period of four years from January 1, 2013 to December 31, 2016. In general, the statewide sales tax applies to the gross receipts of retailers from the sale of tangible personal property. The statewide use tax is imposed on the storage, use or other consumption in the State of property purchased from a retailer for such storage, use or other consumption. Since the use tax does not apply to cases where the sale of the property is subject to the sales tax, the application of the use tax generally applies to purchases made outside of the State for use within the State.

The Sales Tax generally is imposed upon the same transactions and items subject to the sales and use tax levied statewide by the State (hereinafter collectively referred to as the "State Sales Tax"), with generally the same exceptions. Many categories of transactions are exempt from the State Sales Tax and the Sales Tax. The most important of these exemptions are: sales of food products for home consumption, prescription medicine, edible livestock and their feed, seed and fertilizer used in raising food for human consumption, and gas, electricity and water when delivered to consumers through mains, lines and pipes. In addition, "Occasional Sales" (*i.e.*, sales of property not held or used by a seller in the course of activities for which he or she is required to hold a seller's permit) are generally exempt from the State Sales Tax and from the Sales Tax; however, the "Occasional Sales" exemption does not apply to the sale of an entire business and other sales of machinery and equipment used in a business. Sales of property to be used outside the County which are shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer, or by delivery by the retailer to a carrier for shipment to a consignee, at such point, are exempt from the State Sales Tax and from the Sales Tax.

Action by the State Legislature or by voter initiative or judicial decisions interpreting State law could change the transactions and items upon which the State Sales Tax and the Sales Tax are imposed. Such changes or amendments could have either an adverse or beneficial effect on Sales Tax Revenues. The Authority is not currently aware of any proposed legislative change which would have a material adverse effect on Sales Tax Revenues. See also ""Investment Considerations - Changes in Items Subject to the Sales Tax."

Collection of the Sales Tax

Collection of the Sales Tax, which is administered by the State Board of Equalization, commenced on April 1, 2005. State law requires the State Board of Equalization to transmit Sales Tax Revenues to the Authority periodically as promptly as feasible and at least twice in each calendar quarter. Notwithstanding the legal requirement described above, pursuant to its current procedures, the State Board of Equalization projects receipts of the Sales Tax on a quarterly basis and remits an advance of the receipts of the Sales Tax on a monthly basis. The amount of each monthly advance is based upon the State Board of Equalization quarterly projection. During the last month of each quarter, the State Board of Equalization adjusts the amount remitted to reflect the actual receipts of the Sales Tax for the previous quarter. Pursuant to an Amended and Restated Agreement for State Administration of District Transactions and Use Taxes (the "SBOE Agreement") entered into between the Authority and the State Board of Equalization, the Authority authorized the State Board of Equalization to remit the Sales Tax Revenues directly to the Trustee. After deducting a fee for administering the Sales Tax, which is set by statute and which is subject to increase or decrease by legislative action, pursuant to the SBOE Agreement, the State Board of Equalization remits the remaining Sales Tax Revenues to the Trustee. Upon receipt of Sales Tax Revenues, the Trustee will apply such Sales Tax Revenues to satisfy deposits to the funds required by the Indenture. After making the required deposits under the Indenture, the Trustee will immediately transfer all remaining Sales Tax Revenues to the Authority for its use for any lawful purpose of the Authority. The fee deducted by the State Board of Equalization for the fiscal year ended June 30, 2014 was \$487,140. The fee which the Authority anticipates will be deducted by the State Board of Equalization for the fiscal year ending June 30, 2015 is approximately \$539,550. See "Historical Sales Tax Revenues."

Historical Taxable Transactions and Historical Taxable Sales

For information concerning historical taxable transactions and historical taxable sales in the County, see Appendix B - "Economic and Demographic Data Pertaining to the County of Sonoma - Taxable Transactions" and "Economic and Demographic Data Pertaining to the County of Sonoma - Taxable Sales."

Historical Sales Tax Revenues

The Sales Tax went into effect on April 1, 2005, and the first collections were remitted to the Authority on June 27, 2005. The following table shows the Sales Tax Revenues received by the Authority from the State Board of Equalization for the fiscal years ended June 30, 2005 through and June 30, 2014. Sales Tax Revenues set forth in the following table are the amounts received from the State Board of Equalization after deduction by the State Board of Equalization of the amount payable to the State Board of Equalization (the "BOE Fee") and do not include any investment earnings.

SALES TAX REVENUES

Fiscal Year Ended June 30,	Sales Tax Revenues ⁽¹⁾	Percentage Change ⁽²⁾
2006 ⁽³⁾	\$18,915,434 ⁽³⁾	N.A.
2007	19,858,661	N.A. ⁽³⁾
2008	18,864,061	(5.0)%
2009	16,923,047	(10.3)
2010	15,268,289	(9.8)
2011	16,535,252	8.0
2012	17,444,645	5.5
2013	20,079,659	15.1
2014	21,044,133	4.8

(1) Sales Tax Revenues have been rounded to the nearest dollar.

(2) Percentage has been calculated based on rounded Sales Tax Revenues.

(3) Sales Tax became effective April 1, 2005. Includes first collections which were remitted to the Authority on June 27, 2005 and collections remitted to the Authority for the fiscal year ended June 30, 2006.

Historical Debt Service Coverage. The table set forth below shows Sales Tax Revenues remitted to the Authority, annual debt service and the historical debt service coverage for the five (5) fiscal years ended June 30, 2010 through June 30, 2014.

Historical Debt Service Coverage

<u>Fiscal Year</u> <u>Ending June 30</u>	<u>Sales</u> <u>Tax Revenues</u> ⁽¹⁾⁽²⁾	<u>Annual</u> <u>Debt Service</u> ⁽³⁾	<u>Historical</u> <u>Debt Service</u> <u>Coverage</u>
2010	\$15,268,289	\$2,207,350.00	6.9%
2011	16,535,252	2,594,828.30	6.4
2012	17,444,645	3,666,287.50	4.8
2013	20,079,659	3,665,687.50	5.5
2014	21,044,133	6,469,612.50	3.3

(1) Net of the State Board of Equalization administrative fee.

(2) Sales Tax Revenues have been rounded to the nearest thousand.

(3) Annual Debt Service includes debt service on the Series 2008 Bonds and the Series 2011 Bonds.

Source: Sonoma County Local Transportation Authority.

Other Sales Taxes Imposed in the County

Two other one-fourth of one percent (¼%) sales taxes are levied throughout the County resulting in a current county-wide sales tax rate of 8.25%. In addition, six (6) cities located within the County levy additional sales taxes which are imposed within the boundary of the city imposing the sales tax. Additional sales taxes are currently imposed by the City of Cotati (current total sales tax rate, 9.25%), the City of Healdsburg (current total sales tax rate, 8.75%), the City of Rohnert Park (current total sales tax rate, 8.75%), the City of Santa Rosa (current total sales tax rate, 8.75%), the City of Sebastopol (current total sales tax rate, 9.00%) and the City of Sonoma (current total sales tax rate, 8.75%).

A sales tax measure imposing a sales tax of one-fourth of one percent (¼%) for a period not to exceed five (5) years to be levied throughout the County is on the June 2, 2015 ballot. If this sales tax measure is approved by a majority of the voters voting on such measure on June 2, 2015, the county-wide sales tax rate will increase from 8.25% to 8.5%. In addition, the sales tax rate in each of the cities listed above will increase by 0.25%.

THE AUTHORITY

General Description

The Authority is a local transportation authority organized under the provisions of the Act, which was created on August 7, 1990 by action of the Board of Supervisors of the County. The Authority is governed by a board of directors (the "Board of Directors") comprised of twelve (12) members, three of which are appointed by the Board of Supervisors of the County and are members of the Board of Supervisors of the County and nine of which are appointed by the city councils or the town council, as applicable, of the nine incorporated cities or towns located in the County.

The current members of the Board of Directors and their appointing jurisdictions are presented below:

Sarah Gurney, Chair	City Council, City of Sebastopol
David Rabbitt, Vice Chair	Board of Supervisors, County of Sonoma
Erin Carlstrom	City Council, City of Santa Rosa
Tom Chambers	City Council, City of Healdsburg
Laurie Gallian	City Council, City of Sonoma
Susan Gorin	Board of Supervisors, County of Sonoma
Mark Landman	City Council, City of Cotati
Jake Mackenzie	City Council, City of Rohnert Park
Kathy Miller	City Council, City of Petaluma
Carol Russell	City Council, City of Cloverdale
Sam Salmon	Town Council, Town of Windsor
Shirlee Zane	Board of Supervisors, County of Sonoma

The Authority is responsible for carrying out the provisions of the Ordinance, including allocation of Sales Tax Revenues pursuant to the Expenditure Plan. See "The Measure M Program." In addition, the Authority serves as the coordinating and advocacy agency for transportation funding for the County.

Authority Administration

Suzanne Smith, Executive Director. Ms. Smith joined the Authority in October 1997 as the Executive Director. Prior to joining the Authority, she served as District Director for State Assembly Member Valerie Brown. In that capacity, Ms. Smith focused on policy issues relating to transportation, education, and local government. Ms. Smith received her Bachelor of Arts degree in Political Science from the University of California at San Diego and her Masters degree in Public Administration from the University of San Francisco.

James Cameron, Deputy Director, Projects and Programming. Mr. Cameron joined the Authority in March 2012 as the Deputy Director of Projects and Programming. He is a licensed Civil Engineer and Land Surveyor in the State of California with 18 years of experience working on capital projects in all phases of development including programming, environmental, design and construction. Prior to joining the Authority, he served as a Supervising Engineer for the City of Santa Rosa in their Capital Improvements Program and a Resident Engineer for the California Department of Transportation Division of Construction. Mr. Cameron received his Bachelor of Science degree in Civil Engineering from California State University Chico.

THE MEASURE M PROGRAM

General

On June 28, 2004, the Board of Directors adopted the initial Expenditure Plan which prioritizes project implementation within the framework of projected revenues, including the Sales Tax Revenues. Revenues from the Sales Tax may be used to finance the transportation projects and programs listed in the Ordinance and the Expenditure Plan.

Measure M Ordinance

The purpose of the Ordinance is, in part, to establish a source of funding for traffic relief goals and improvements set out in detail in the Expenditure Plan, including the following:

- Maintain and expand the existing transportation system, by widening Highway 101, improving interchanges, fixing potholes and maintaining local streets and roads, relieving traffic congestion on key corridors, establishing a passenger rail system, expanding the local bus system, and building safe bike and pedestrian routes.

- Make the transportation system easy to use with efficient connections between buses, proposed future rail service, the freeway, and local roads and bike routes.
- Use local revenue to become a "self-help" county and leverage state and federal funding for transportation needs.
- Enhance safety in all aspects of the transportation system.
- Improve the mobility of all residents, especially seniors and people with disabilities.
- Help meet the unique local transportation needs of each community in the County.

Expenditure Plan

The Authority has not identified all of the revenue sources needed to provide funding for all of the projects identified in the Expenditure Plan. Additional funding sources under consideration include additional state and federal grants. If additional funding sources do not materialize, the Authority may not be able to fund the entire Expenditure Plan. The Authority reviews the Expenditure Plan on a regular basis and makes project priority adjustments based on updated cost and revenue information.

The following Measure M projects are included in the Expenditure Plan.

Local Street Projects and Rehabilitation. Forty percent of total Sales Tax Revenues over the term of Measure M are allocated to local street projects (20%) and local street rehabilitation (20%).

Local Streets Projects. Eleven Local Streets Projects are eligible for funding from Measure M. Through the fiscal year ended June 30, 2014, approximately \$17.9 million has been expended on the following six Local Streets Projects: Penngrove Improvements, Airport Boulevard Improvements, Hearn Avenue Interchange Improvements, Old Redwood Highway Improvements, Highway 116/121 and Arnold Drive Improvements and Farmers Lane Extension.

Local Streets Rehabilitation. Through the fiscal year ended June 30, 2014 approximately \$32.9 million has been distributed to the County and the nine cities located within the County for use on Local Streets Rehabilitation Projects, which are comprised of maintenance activities, such as pothole repair, slurry seals, and overlays.

Highway 101 Projects. Forty percent of total Sales Tax Revenues over the term of Measure M are allocated to Highway 101 Projects. Through the fiscal year ended June 30, 2014, approximately, \$113.1 million has been expended on the Highway 101 Projects to complete work to widen Highway 101 for high occupancy vehicle (HOV) lanes in five locations. Highway 101 Projects expenditures through the fiscal year ended June 30, 2014 included approximately \$13.2 million for the Highway 101 widening project from Santa Rosa Avenue to the Rohnert Park Expressway, approximately \$34.0 million for the Highway 101 widening project from Old Redwood Highway in Petaluma to the Rohnert Park Expressway, approximately \$37.5 million for the Highway 101 widening project from Steele Lane to Windsor River Road in Windsor, approximately \$16.8 million for the Highway 101 widening project from the Petaluma River Bridge to Old Redwood Highway, and approximately \$11.6 million for the Highway 101 widening project from the Petaluma River Bridge to the Sonoma/Marin County line. A portion of the proceeds of the Series 2015 Bonds will be applied to finance Highway 101 Projects. See "Introduction – Purpose and Application of Proceeds of the Series 2015 Bonds."

Bicycle, Pedestrian, Bus Transportation and Passenger Rail Projects. Nineteen percent of total Sales Tax Revenues over the term of Measure M are allocated to bicycle and pedestrian projects (4%), bus transportation services (10%) and passenger rail projects (5%).

Bicycle and Pedestrian Projects. Fourteen bicycle and pedestrian projects and a bicycle safety program are eligible for funding from Measure M. Through fiscal year ended June 30, 2014, approximately \$5 million was

expended on the bicycle safety program and the nine bicycle and pedestrian projects identified below: Santa Rosa Creek Trail, Old Redwood Highway/Mendocino Avenue/Santa Rosa Avenue Corridor Project, Central Sonoma Valley Trail, Sonoma/Schellville Trail, Petaluma River Trail, Copeland Creek Trail, Street Smart Sebastopol, Bodega Bay Trail, and Foss Creek Trail, Access Across Highway 101.

Bus Transportation Services. Through the fiscal year ended June 30, 2014, approximately \$16.4 million was distributed to four providers of bus transportation services within the County, Sonoma County Transit, Santa Rosa City Bus, Healdsburg Transit, and Petaluma Transit. Funds provided for bus transportation services are generally used for fixed route services, enhanced paratransit service, maintenance, bus purchases and other capital needs associated with providing transportation services.

Passenger Rail Projects. The Sonoma-Marin Area Rail Transit District (SMART) project designed to create passenger rail service in the County and Marin County is eligible for funding from Measure M. Through the fiscal year ended June 30, 2014, approximately \$9.8 million was expended on the preparation of the environmental document for SMART, grade crossing improvements on local roadways and station site development in the County.

Administration. One percent of Sales Tax Revenues are provided for administration expenses, which consist of miscellaneous administrative costs including, but not limited to, audits.

INVESTMENTS

Pursuant to its existing policy, the Authority deposits all of its funds in the commingled investment fund of the County (such commingled investment fund being hereinafter referred to as the "County Pool"). The Auditor-Controller-Treasurer-Tax Collector of the County (the "County Auditor-Controller") manages the County Pool in which certain funds of the County and certain funds of other participating entities are invested pending disbursement.

The County Pool is accounted for by the County Auditor-Controller at book value, which is based on amortized cost of purchase, including accrued interest added to the purchase price of an investment. The investment portfolio is not marked to market. However the market value of the portfolio is calculated and reported quarterly to the Board of Supervisors of the County. Quarterly market calculations as of December 31, 2014 showed the book value of cash and investments as \$1,718,149,630 with a market value of \$1,715,601,419.28. For the quarter ended December 31, 2014, the average daily investment balance of the County Pool was \$1,513,837,318 with total earnings, after deducting administration fees, of \$2,151,526. The interest rate earned before fees was 0.659%.

Note: If data for quarter ended March 31, 2015 is available before POS is posted, POS will include March 31, 2015 data.

Pursuant to the Indenture, the Authority may invest proceeds of the Series 2015 Bonds in the County Pool and anticipates investing such proceeds in the County Pool.

CONTINUING DISCLOSURE

The Authority has covenanted for the benefit of the Holders and Beneficial Owners of the Series 2015 Bonds to provide certain financial information and operating data relating to the Authority (the "Annual Report") by not later than seven (7) months following the end of the Authority's fiscal year (presently June 30), commencing with the Annual Report for the fiscal year ending June 30, 2015, and to provide notices of the occurrence of certain enumerated events. The Annual Report and notices of enumerated events, when required, will be filed with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access website (EMMA). The specific nature of the information to be contained in the Annual Report and the notices of enumerated events is specified in the Continuing Disclosure Agreement, the form of which is attached hereto as Appendix D. The Authority has made these covenants in order to assist the underwriter of the Series 2015 Bonds in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

Failure by the Authority to comply with the Continuing Disclosure Agreement will not constitute an Event of Default under the Indenture. The sole remedy for a failure to comply shall be an action to compel performance.

INVESTMENT CONSIDERATIONS

Economic Conditions

The Series 2015 Bonds are secured by a pledge of Sales Tax Revenues, which consist primarily of the Sales Tax less an administrative fee paid to the State Board of Equalization. The level of Sales Tax Revenues collected at any time is dependent upon the level of retail sales within the County, which level of retail sales is, in turn, dependent upon the level of economic activity in the County and in the State generally. During the period commencing in 2008 through 2010, the economy of the County experienced significant stress, as evidenced by a number of indicators, including a decrease in Sales Tax Revenues, an increased unemployment rate, a decrease in total personal income and taxable sales, a drop in residential building permits, a decline in the rate of home sales and the median price of single-family homes and condominiums, an increase in notices of default on mortgage loans secured by homes and condominiums and an increase in foreclosures resulting from such defaults. Sales Tax Revenues have rebounded from the low point in the Fiscal Year ended June 30, 2010, growing, 8.0% in the Fiscal Year ended June 30, 2011, 5.5% in the Fiscal Year ended June 30, 2012, 15.1% in the Fiscal Year ended June 30, 2013 and 4.8% in the Fiscal Year ended June 30, 2014. However, a deterioration in the level of economic activity within the County or in the State in the future could have a material adverse impact upon the level of Sales Tax Revenues and therefore upon the ability of the Authority to pay principal of and interest on the Series 2015 Bonds. For historical information relating to economic conditions within the County, see Appendix B - "Economic and Demographic Data Pertaining to the County of Sonoma." Note that the economic and demographic data set forth in Appendix B is the most current data available as of the date of this Official Statement. Such data should not be regarded as any indication of current or future levels of economic activity in the County.

Bankruptcy Considerations

While an involuntary bankruptcy petition cannot be filed against the Authority, the Authority is authorized to file for bankruptcy under Chapter 9 of the United States Bankruptcy Code (the "Bankruptcy Code") under certain circumstances. Should the Authority file for bankruptcy, there could be adverse effects on the Holders of the Series 2015 Bonds.

If the Sales Tax Revenues are "special revenues" under the Bankruptcy Code, then Sales Tax Revenues collected after the date of the bankruptcy filing should be subject to the lien of the Indenture. "Special revenues" are defined to include taxes specifically levied to finance one or more projects or systems, excluding receipts from general property, sales, or income taxes levied to finance the general purposes of the governmental entity. If a court determined that the Sales Tax was levied to finance the general purposes of the Authority, rather than specific projects, then the Sales Tax Revenues would not be special revenues. No assurance can be given that a court would not hold that the Sales Tax Revenues are not special revenues or that the Series 2015 Bonds are not of a type protected by the "special revenues" provisions of the Bankruptcy Code. Were the Sales Tax Revenues determined not to be "special revenues," or were the Series 2015 Bonds determined to not be protected by the Bankruptcy Code, then Sales Tax Revenues collected after the commencement of a bankruptcy case would likely not be subject to the lien of the Indenture. The Holders of the Series 2015 Bonds may not be able to assert a claim against any property of the Authority other than the Sales Tax Revenues, and were these amounts no longer subject to the lien of the Indenture following commencement of a bankruptcy case, then there could thereafter be no amounts from which the Holders of the Series 2015 Bonds are entitled to be paid.

The Bankruptcy Code provides that special revenues can be applied to necessary operating expenses of the project or system from which the special revenues are derived, before they are applied to other obligations. This rule applies regardless of the provisions of the transaction documents. The law is not clear as to whether, or to what extent, the Sales Tax Revenues would be considered to be "derived" from a project or system. To the extent that the Sales Tax Revenues are determined to be derived from a project or system, the Authority may be able to use Sales Tax Revenues to pay necessary operating expenses, before the remaining Sales Tax Revenues are turned over to the Trustee to pay amounts owed to the Holders of the Series 2015 Bonds. It is not clear precisely which expenses would constitute necessary operating expenses.

If the Authority is in bankruptcy, the parties (including the Trustee and the Holders of the Series 2015 Bonds) may be prohibited from taking any action to collect any amount from the Authority or to enforce any obligation of the Authority, unless the permission of the bankruptcy court is obtained. These restrictions may also prevent the Trustee from making payments to the Holders of the Series 2015 Bonds from funds in the Trustee's possession. The procedure pursuant to which the Sales Tax Revenues are paid directly to the Trustee by the State Board of Equalization may no longer be enforceable, and the Authority may be able to require that the Sales Tax Revenues be paid directly to it by the State Board of Equalization.

If the Authority has possession of Sales Tax Revenues (whether collected before or after commencement of the bankruptcy) and if the Authority does not voluntarily pay such moneys to the Trustee, it is not entirely clear what procedures the Trustee or the Holders of the Series 2015 Bonds would have to follow to attempt to obtain possession of such Sales Tax Revenues, how much time it would take for such procedures to be completed, or whether such procedures would ultimately be successful.

The Authority may be able to borrow additional money that is secured by a lien on any of its property (including the Sales Tax Revenues), which lien could have priority over the lien of the Indenture, or to cause some of the Sales Tax Revenues to be released to it, free and clear of lien of the Indenture, in each case as long as the bankruptcy court determines that the rights of the Trustee and the Holders of the Series 2015 Bonds will be adequately protected.

The Authority may also be able, without the consent and over the objection of the Trustee and the Holders of the Series 2015 Bonds, to alter the priority, principal amount, interest rate, payment terms, collateral, maturity dates, payment sources, covenants (including tax-related covenants), and other terms or provisions of the Indenture and the Series 2015 Bonds, as long as the bankruptcy court determines that the alterations are fair and equitable.

There may be delays in payments on the Series 2015 Bonds while the court considers any of these issues. There may be other possible effects of a bankruptcy of the Authority that could result in delays or reductions in payments on the Series 2015 Bonds, or result in losses to the Holders of the Series 2015 Bonds. Regardless of any specific adverse determinations in an Authority bankruptcy proceeding, the fact of an Authority bankruptcy proceeding could have an adverse effect on the liquidity and value of the Series 2015 Bonds.

Changes in Items Subject to the Sales Tax

With limited exceptions, the Sales Tax is imposed upon the same transactions and items subject to the sales tax levied statewide by the State. The State Legislature or the voters within the State, through the initiative process, could change or limit the transactions and items upon which the State Sales Tax and the Sales Tax are imposed. Any such change or limitation could have an adverse impact on the Sales Tax Revenues collected. For a further description of the Sales Tax, see "The Sales Tax."

Effect of Growth of Internet Commerce

The increasing use of the internet to conduct electronic commerce may affect the levels of Sales Tax Revenues. Internet sales of physical products by businesses located in the State, and internet sales of physical products delivered to the State by businesses located outside of the State are generally subject to the Sales Tax. However, many of these transactions may avoid taxation either through error or deliberate non-reporting which potentially reduces the amount of Sales Tax Revenues.

Proposition 218

On November 5, 1996, California voters approved an initiative known as the Right to Vote on Taxes Act ("Proposition 218"). Proposition 218 added Articles XIII C and XIII D to the California Constitution. Article XIII C requires majority voter approval for the imposition, extension or increase of general taxes and two-thirds voter approval for the imposition, extension or increase of special taxes by a local government, which is defined to include local or regional governmental agencies such as the Authority. As required by Article XIII C, the Sales Tax was approved by more than two-thirds of the voters voting on Measure M. However, Article XIII C also removes

limitations that may have applied to the voter initiative power with regard to reducing or repealing previously authorized local taxes, even previously voter-approved taxes like the Sales Tax. In the view of the Authority, however, any attempt by the voters to use the initiative provisions under Proposition 218 to rescind or reduce the levy and collection of the Sales Tax in a manner which would prevent the payment of debt service on the Bonds, including the Series 2015 Bonds, would violate the Impairment Clause of the United States Constitution and, accordingly, would be precluded. However, it is likely that the interpretation and application of Article XIII C of Proposition 218 will ultimately be determined by the courts. Proposition 26, approved by California voters on November 2, 2010, also amended Article XIII C to define "tax" to include the two-thirds voter approval requirement to local levies, charges or exactions previously considered fees, subject to certain limited exemptions.

Further Initiatives

Article XIII B and Proposition 218 were each adopted as measures that qualified for the ballot pursuant to California's initiative process. From time to time other initiative measures could be adopted, which may affect the Authority's ability to levy and collect the Sales Tax or change the types of transactions or items subject to the Sales Tax.

No Acceleration Provision

The Indenture does not contain a provision allowing for the acceleration of the Series 2015 Bonds in the event of a default in the payment of principal and interest on the Series 2015 Bonds when due. In the event of a default by the Authority, each Bondholder will have the rights to exercise the remedies set forth in the Indenture, subject to the limitations thereon. See Appendix C - "Summary Of Certain Provisions Of The Indenture – The Indenture – Events Of Default And Remedies."

Loss of Tax Exemption

As discussed under "Tax Matters," interest on the Series 2015 Bonds could become includable in federal gross income, possibly from the date of issuance of the Series 2015 Bonds, as a result of acts or omissions of the Authority subsequent to the issuance of the Series 2015 Bonds. Should interest become includable in federal gross income, the Series 2015 Bonds are not subject to redemption by reason thereof and will remain Outstanding until maturity or earlier redemption.

RATING

Standard and Poor's Ratings Services LLC, a Standard and Poor's Financial Services LLC business ("S&P"), has assigned a rating of "___" to the Series 2015 Bonds. The Authority has furnished certain information concerning the Authority and the Series 2015 Bonds to S&P. This rating reflects only the views of S&P and does not constitute a recommendation to buy, sell or hold securities. Generally, rating agencies base their ratings on such information and their own investigations, studies and assumptions. There is no assurance that such ratings will be retained for any given period of time or that such rating will not be revised downward or withdrawn entirely by S&P if in its judgment, circumstances so warrant. The Authority undertakes no responsibility to oppose any such revision or withdrawal. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Series 2015 Bonds.

TAX MATTERS

In the opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") to the Authority, based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2015 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. Bond Counsel is of the further opinion that interest on the Series 2015 Bonds is not a specific preference item for purposes of the federal individual or corporate alternative minimum taxes, although Bond Counsel observes that such interest is included in adjusted current

earnings when calculating corporate alternative minimum taxable income. A complete copy of the proposed form of opinion of Bond Counsel is set forth in Appendix E hereto.

[To the extent the issue price of any maturity of Series 2015 Bonds is less than the amount to be paid at maturity of such Series 2015 Bonds (excluding amounts stated to be interest and payable at least annually over the term of such Series 2015 Bonds), the difference constitutes "original issue discount," the accrual of which, to the extent properly allocable to each Beneficial Owner thereof, is treated as interest on the Series 2015 Bonds which is excluded from gross income for federal income tax purposes and State of California personal income taxes. For this purpose, the issue price of a particular maturity of the Series 2015 Bonds is the first price at which a substantial amount of such maturity of the Series 2015 Bonds is sold to the public (excluding bond houses, brokers, or similar persons or organizations acting in the capacity of underwriters, placement agents or wholesalers). The original issue discount with respect to any maturity of the Series 2015 Bonds accrues daily over the term to maturity of such Series 2015 Bonds on the basis of a constant interest rate compounded semiannually (with straight-line interpolations between compounding dates). The accruing original issue discount is added to the adjusted basis of such Series 2015 Bonds to determine taxable gain or loss upon disposition (including sale, redemption, or payment on maturity) of such Series 2015 Bonds. Beneficial Owners of the Series 2015 Bonds should consult their own tax advisors with respect to the tax consequences of ownership of Series 2015 Bonds with original issue discount, including the treatment of Beneficial Owners who do not purchase such Series 2015 Bonds in the original offering to the public at the first price at which a substantial amount of such Series 2015 Bonds is sold to the public.]

[The Series 2015 Bonds purchased, whether at original issuance or otherwise, for an amount higher than their principal amount payable at maturity (or, in some cases, at their earlier call date) ("Premium Bonds") will be treated as having amortizable bond premium. No deduction is allowable for the amortizable bond premium in the case of bonds, like the Premium Bonds, the interest on which is excluded from gross income for federal income tax purposes. However, the amount of tax-exempt interest received, and a Beneficial Owner's basis in a Premium Bond, will be reduced by the amount of amortizable bond premium properly allocable to such Beneficial Owner. Beneficial Owners of Premium Bonds should consult their own tax advisors with respect to the proper treatment of amortizable bond premium in their particular circumstances.]

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the Series 2015 Bonds. The Authority has made certain representations and covenanted to comply with certain restrictions, conditions and requirements designed to ensure that interest on the Series 2015 Bonds will not be included in federal gross income. Inaccuracy of these representations or failure to comply with these covenants may result in interest on the Series 2015 Bonds being included in gross income for federal income tax purposes, possibly from the date of original issuance of the Series 2015 Bonds. The opinion of Bond Counsel assumes the accuracy of these representations and compliance with these covenants. Bond Counsel has not undertaken to determine (or to inform any person) whether any actions taken (or not taken), or events occurring (or not occurring), or any other matters coming to Bond Counsel's attention after the date of issuance of the Series 2015 Bonds may adversely affect the value of, or the tax status of interest on, the Series 2015 Bonds. Accordingly, the opinion of Bond Counsel is not intended to, and may not, be relied upon in connection with any such actions, events or matters.

Although Bond Counsel is of the opinion that interest on the Series 2015 Bonds is excluded from gross income for federal income tax purposes and is exempt from State of California personal income taxes, the ownership or disposition of, or the accrual or receipt of amounts treated as interest on, the Series 2015 Bonds may otherwise affect a Beneficial Owner's federal, state or local tax liability. The nature and extent of these other tax consequences depends upon the particular tax status of the Beneficial Owner or the Beneficial Owner's other items of income or deduction. Bond Counsel expresses no opinion regarding any such other tax consequences.

Current and future legislative proposals, if enacted into law, clarification of the Code or court decisions may cause interest on the Series 2015 Bonds to be subject, directly or indirectly, in whole or in part, to federal income taxation or to be subject to or exempted from state income taxation, or otherwise prevent Beneficial Owners from realizing the full current benefit of the tax status of such interest. For example, the Obama Administration's budget proposals in recent years have proposed legislation that would limit the exclusion from gross income of interest on the Series 2015 Bonds to some extent for high-income individuals. The introduction or enactment of any such legislative proposals or clarification of the Code or court decisions may also affect, perhaps significantly, the

market price for, or marketability of, the Series 2015 Bonds. Prospective purchasers of the Series 2015 Bonds should consult their own tax advisors regarding the potential impact of any pending or proposed federal or state tax legislation, regulations or litigation, as to which Bond Counsel is expected to express no opinion.

The opinion of Bond Counsel is based on current legal authority, covers certain matters not directly addressed by such authorities, and represents Bond Counsel's judgment as to the proper treatment of the Series 2015 Bonds for federal income tax purposes. It is not binding on the Internal Revenue Service ("IRS") or the courts. Furthermore, Bond Counsel cannot give and has not given any opinion or assurance about the future activities of the Authority or about the effect of future changes in the Code, the applicable regulations, the interpretation thereof or the enforcement thereof by the IRS. The Authority has covenanted, however, to comply with the requirements of the Code.

Bond Counsel's engagement with respect to the Series 2015 Bonds ends with the issuance of the Series 2015 Bonds, and, unless separately engaged, Bond Counsel is not obligated to defend the Authority or the Beneficial Owners regarding the tax-exempt status of the Series 2015 Bonds in the event of an audit examination by the IRS. Under current procedures, parties other than the Authority and its appointed counsel, including the Beneficial Owners, would have little, if any, right to participate in the audit examination process. Moreover, because achieving judicial review in connection with an audit examination of tax-exempt bonds is difficult, obtaining an independent review of IRS positions with which the Authority legitimately disagrees, may not be practicable. Any action of the IRS, including but not limited to selection of the Series 2015 Bonds for audit, or the course or result of such audit, or an audit of bonds presenting similar tax issues may affect the market price for, or the marketability of, the Series 2015 Bonds, and may cause the Authority or the Beneficial Owners to incur significant expense.

LEGALITY FOR INVESTMENT IN CALIFORNIA

Under provisions of the Act, the Series 2015 Bonds are legal investments in California for all trust funds, funds of insurance companies, commercial and savings banks, trust companies and State school funds, and are eligible to secure deposits of public moneys.

ABSENCE OF MATERIAL LITIGATION

No litigation is pending or, to the best knowledge of the Authority, threatened concerning the validity of the Series 2015 Bonds. The Authority is not aware of any pending or threatened litigation questioning the political existence of the Authority or contesting the Authority's ability to impose, collect or pledge the Sales Tax.

FINANCIAL STATEMENTS

The financial statements of the Authority and the Measure M Fund (the "Measure M Fund") for the fiscal year ended June 30, 2014, included as Appendix A to this Official Statement, have been audited by Pisenti & Brinker LLP. See Appendix A – "Sonoma County Transportation Authority Basic Financial Statements, Required Supplementary Information and Other Supplementary Information For the Fiscal Year Ended June 30, 2014 and Sonoma County Measure M Special Revenue and Debt Service Funds Financial Statements and Required Supplementary Information For the Fiscal Year Ended June 30, 2014." Pisenti & Brinker LLP was not requested to consent to the inclusion of their reports in Appendix A, nor has Pisenti & Brinker LLP undertaken to update their reports or to take any action intended or likely to elicit information concerning the accuracy, completeness or fairness of the statements made in this Official Statement, and no opinion is expressed by Pisenti & Brinker LLP with respect to any event subsequent to the date of their reports included in Appendix A.

VERIFICATION OF MATHEMATICAL ACCURACY

The arithmetical accuracy of certain computations included in the schedules provided on behalf of the Authority relating to: (a) the adequacy of forecasted receipts of principal and interest on the Escrow Securities and cash held in each of the Escrow Fund to pay, when due, the scheduled payments of principal and interest with respect to the Series 2008 Bonds on and prior to their redemption date or maturity dates, as applicable; and (b) the yields on the Escrow Securities and the [Series 2015 A Bonds/Series 2015 B Bonds] will be examined by [Name of

Verification Agent] (the "Verification Agent"). Such examination will be based solely upon the assumptions and the information supplied to the Verification Agent on behalf of the Authority. The Verification Agent will restrict its procedures to examining the arithmetical accuracy of certain computations and will not make any study or evaluation of the assumptions and information upon which the computations are based, and accordingly, will not express an opinion on the data used, the reasonableness of the assumptions, or the achievability of the forecasted outcome. The Verification Agent will have no obligation to update its examination because of events occurring, or data or information coming to its attention, subsequent to the date of issuance of the [Series 2015 A Bonds/Series 2015 B Bonds].

FINANCIAL ADVISOR

The Authority has retained KNN Public Finance, A Division of Zions Public Finance, Inc., Oakland, California, as financial advisor in connection with the authorization and issuance of the Series 2015 Bonds and certain other financial matters.

LEGAL MATTERS

The validity of the Series 2015 Bonds and certain other legal matters are subject to the approving opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority. A complete copy of the proposed form of opinion of Bond Counsel is attached hereto as Appendix E. Bond Counsel undertakes no responsibility for the accuracy, completeness or fairness of this Official Statement. Approval of certain other legal matters will be passed upon for the Authority by the Office of County Counsel, County of Sonoma, acting as counsel to the Authority.

[SALE OF SERIES 2015 A BONDS/SERIES 2015 B BONDS/UNDERWRITING]

[The Series 2015 A Bonds/Series 2015 B Bonds are being offered pursuant to the terms set forth in the Official Notice of Sale, dated _____, 2015 (the "Notice of Sale"). The Notice of Sale provides that all Series 2015 A Bonds/Series 2015 B Bonds will be purchased if any are purchased, the obligation to make such purchase being subject to certain terms and conditions set forth in the Notice of Sale.]

[The Series 2015 A Bonds/Series 2015 B Bonds] may be offered and sold to certain dealers and others at prices lower than the initial offering price stated on the cover of this Official Statement. The offering prices may be changed from time to time without notice.]

[The Series 2015 A Bonds/Series 2015 B Bonds are being purchased by the Underwriters pursuant to a bond purchase contract, to be dated the date of sale of the Series 2015 A Bonds/Series 2015 B Bonds (the "Bond Purchase Contract"), to be entered into by the Underwriters with the Authority. The Bond Purchase Contract provides that the Underwriters will purchase all the Series 2015 A Bonds/Series 2015 B Bonds if any are purchased at a purchase price of \$_____ (representing the principal amount of the Series 2015 A Bonds/Series 2015 B Bonds, plus an original issue premium/less an original issue discount of \$_____, and less an underwriters' discount of \$_____). The obligation of the Underwriters to purchase the Series 2015 A Bonds/Series 2015 B Bonds is subject to the terms and conditions set forth in the Bond Purchase Contract.]

OTHER MATTERS

This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers, owners or Beneficial Owners of any of the Series 2015 Bonds. Any statements made in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended merely as opinion and not as representations of fact. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date hereof.

Additional information may be obtained upon request from the office of the Authority at 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401.

The execution and delivery of this Official Statement have been duly authorized by the Authority.

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _____
Executive Director

APPENDIX A

**SONOMA COUNTY TRANSPORTATION AUTHORITY
BASIC FINANCIAL STATEMENTS, REQUIRED SUPPLEMENTARY INFORMATION
AND OTHER SUPPLEMENTARY INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2014
AND
SONOMA COUNTY TRANSPORTATION AUTHORITY
MEASURE M SPECIAL REVENUE AND DEBT SERVICE FUNDS FINANCIAL STATEMENTS AND
REQUIRED SUPPLEMENTARY INFORMATION FOR THE FISCAL YEAR ENDED JUNE 30, 2014**

APPENDIX B

**ECONOMIC AND DEMOGRAPHIC DATA
PERTAINING TO THE COUNTY OF SONOMA**

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

APPENDIX D
FORM OF CONTINUING DISCLOSURE AGREEMENT

APPENDIX E
PROPOSED FORM OF OPINION OF BOND COUNSEL

APPENDIX F
BOOK-ENTRY ONLY SYSTEM

ECONOMIC AND DEMOGRAPHIC DATA PERTAINING TO THE COUNTY OF SONOMA

Introduction

Set forth below is certain economic and demographic data pertaining to the County of Sonoma, California (the "County"). The economic and demographic data set forth herein are the most current data available as of the date of this Official Statement. All capitalized terms used and not otherwise defined in this Appendix B shall have the meanings set forth in the front portion of this Official Statement.

General

The Sonoma County Transportation Authority is the local transportation authority for the County of Sonoma, California (the "County"). The County, incorporated in 1850, is one of the original twenty-seven California counties and one of the nine counties comprising the San Francisco Bay Area. The County encompasses approximately 1,598 square miles. Mendocino, Lake and Napa counties form the north and east boundaries of the County. Marin County and the Pacific Ocean form the south and west boundaries of the County.

Population

The following table shows population data for the County, its incorporated cities, and the State of California (the "State"), reported as of January 1 for each of the five calendar years set forth below. The County's population increased by approximately 1.6% during the five year period.

Population
County of Sonoma, Incorporated Cities and State of California
2010 - 2014⁽¹⁾

	2010	2011	2012	2013	2014
County of Sonoma	482,961	485,082	487,671	488,580	490,486
Incorporated Cities:					
Cloverdale	8,594	8,623	8,641	8,636	8,641
Cotati	7,258	7,271	7,286	7,282	7,288
Healdsburg	11,249	11,420	11,458	11,465	11,541
Petaluma	57,791	58,033	58,245	58,581	59,000
Rohnert Park	40,952	40,641	40,725	40,700	40,722
Santa Rosa	167,302	168,034	169,069	169,452	170,236
Sebastopol	7,380	7,387	7,415	7,417	7,440
Sonoma	10,605	10,658	10,680	10,691	10,801
Windsor	26,751	26,803	27,041	27,028	27,104
State of California	37,253,956	37,427,946	37,668,804	37,984,138	38,340,074

⁽¹⁾ As of January 1 for the year shown.

Source: Population Estimates for Cities, Counties and the State, 2010-2014 with 2010 Benchmark, California Department of Finance.

Employment

The table set forth below shows annual averages of the estimated number of wage and salary workers by industry for the calendar years set forth below.

County of Sonoma
Estimated Number of Wage and Salary Workers by Industry
Annual Averages 2009-2013*
 (Amounts In Thousands)

	<u>2009</u>	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>
Total Farm	5.8	5.7	5.8	6.0	6.3
Total Nonfarm	173.4	173.4	171.7	175.0	182.4
Construction	9.8	8.9	8.6	8.8	9.8
Manufacturing	20.2	19.9	20.2	19.6	20.0
Trade, Transportation & Utilities	32.2	32.0	32.4	33.5	35.0
Information	2.6	2.5	2.5	2.6	2.6
Financial Activities	7.8	7.7	7.6	7.4	7.4
Professional & Business Services	18.3	18.8	18.0	18.1	18.9
Education & Health Services	27.1	27.1	27.3	28.8	29.9
Leisure & Hospitality Services	20.1	20.1	20.5	21.8	22.6
Other	6.1	5.9	6.1	6.3	6.6
Government	29.2	26.8	28.4	28.0	29.4
Total All Industries	<u>179.2</u>	<u>175.5</u>	<u>177.5</u>	<u>181.0</u>	<u>188.7</u>

* Most current annual average information available.

Source: State of California, Employment Development Department, Annual Planning Information, Sonoma County.

The table set forth below shows the ten (10) largest employers in the County set forth in the County of Sonoma Comprehensive Annual Financial Report for the Fiscal Year Ended June 30, 2014.

County of Sonoma
Ten Largest Employers
(Permanent Employment)
As of 2014*

<u>Employer</u>	<u>Nature of Business</u>	<u>Number of Employees</u>
Sonoma County	Government	4,130
Santa Rosa Junior College	Education	3,423
Kaiser Permanente	Hospital and healthcare	2,555
Graton Resort and Casino	Leisure and hospitality	2,000
Sutter Medical Center	Hospital and healthcare	1,797
St. Joseph's Health System	Hospital and healthcare	1,740
City of Santa Rosa	Government	1,200
Keysight Technologies	Technology	1,200
Sonoma State University	Education	1,033
Petaluma School District	Education	917

* Most current information available.

Source: County of Sonoma Comprehensive Annual Financial Report For the Fiscal Year Ended June 30, 2014.

The table set forth below shows unemployment rates for the County, the State and the United States for each of the years listed below.

**Unemployment Rates
2004 – 2014***

Year	County of Sonoma	State of California	United States
2004	5.0%	6.2%	5.5%
2005	4.3	5.4	5.1
2006	4.5	4.9	4.6
2007	4.3	5.4	4.6
2008	5.5	7.2	5.8
2009	9.6	11.3	9.3
2010	10.5	12.4	9.6
2011	9.8	11.8	8.9
2012	8.5	10.4	8.1
2013	6.7	8.9	7.4
2014	5.6	7.5	6.2

* Most current annual information available and not seasonally adjusted.

Source: State of California, Employment Development Department, Labor Market Information Division and United States Department of Labor, Bureau of Labor Statistics.

Taxable Transactions

The table set forth below shows taxable transactions by type of business for the calendar years set forth below.

**County of Sonoma Taxable Transactions by Type of Business
For Calendar Years 2009 Through 2013*
(Dollars In Thousands)**

Type of Business	2009	2010	2011	2012	2013
Apparel Stores	\$ 261,732	\$ 261,474	\$ 279,958	\$ 308,021	\$ 334,176
General Merchandise Stores	659,518	667,488	683,674	704,422	717,313
Service Stations	513,555	606,739	724,458	746,629	745,970
Food Stores	430,378	449,491	471,297	496,868	519,523
Eating and Drinking Places	576,055	582,267	626,585	681,482	743,670
Home Furnishings and Appliances	107,380	107,440	117,290	123,255	131,170
Building Materials	477,518	497,744	509,958	551,992	615,483
Automotive Group	645,655	663,371	732,562	825,898	937,808
All Other Retail Stores	250,965	251,593	242,319	254,454	276,128
Total Retail Outlets	\$4,413,001	\$4,583,801	\$4,895,477	\$5,228,062	\$5,618,188
All Other Outlets	\$1,850,828	\$1,902,149	\$2,033,363	\$2,154,936	\$2,399,695
Total All Outlets	\$6,263,829	\$6,485,950	\$6,962,114	\$7,382,997	\$8,017,883

* Most current information available for complete calendar years.

Source: Taxable Sales In California, California State Board of Equalization.

Note: Totals may not add due to independent rounding.

Taxable Sales

The table set forth below shows taxable sales in the County for the calendar years set forth below.

**County of Sonoma Taxable Sales
For Calendar Years 1995 Through 2013***
(Dollars In Thousands)

Year	Incorporated Cities	Outside Incorporated Cities	Unallocated	Total	Percent Change Year-to-Year
1995	\$ 3,227,362	\$ 628,302	\$ 366,831	\$ 4,222,495	6.8%
1996	3,488,118	682,244	399,353	4,569,715	8.2
1997	3,772,355	779,894	437,639	4,989,888	9.2
1998	4,093,722	815,221	474,669	5,383,612	7.9
1999	4,571,393	909,796	536,565	6,017,754	11.8
2000	5,187,819	1,028,998	606,727	6,823,544	13.4
2001	5,189,677	1,015,813	613,875	6,819,365	-0.1
2002	5,124,045	978,945	599,875	6,702,865	-1.7
2003	5,237,839	984,949	573,417	6,796,205	1.4
2004	5,527,932	1,051,199	609,956	7,189,087	5.8
2005	5,821,040	1,125,769	675,290	7,622,099	6.0
2006	5,995,338	1,190,061	709,196	7,894,595	3.6
2007	5,929,187	1,226,856	721,152	7,877,195	-0.2
2008	5,506,155	1,193,827	669,127	7,369,109	-6.5
2009	4,704,873	992,524	566,432	6,263,829	-15.0
2010	4,850,597	1,055,077	580,276	6,485,950	3.5
2011	5,175,858	1,146,343	639,912	6,962,114	7.3
2012	5,456,677	1,236,655	689,655	7,382,997	6.0
2013	5,853,556	1,336,684	827,643	8,017,883	8.6

* Most current information available for complete calendar years.

Source: Taxable Sales by County, California State Board of Equalization, Calendar Years 1995 through 2013.

Historical Effective Buying Income

The tables set forth below summarize total Effective Buying Income ("EBI") and median household EBI for the County, the State and the United States for the calendar years set forth below.

Total Effective Buying Income Years 2008 - 2012 (Dollars in Thousands)

<u>Year</u>	<u>County of Sonoma</u>	<u>State of California</u>	<u>United States</u>
2008	\$11,753,533	\$814,894,438	\$6,300,794,040
2009	11,763,447	832,531,445	6,443,994,426
2010	11,867,810	844,823,319	6,571,536,768
2011	11,482,276	801,393,028	6,365,020,076
2012	12,044,560	814,578,458	6,438,704,664

Median Household Effective Buying Income Years 2008 - 2012 (Dollars in Thousands)

<u>Year</u>	<u>County of Sonoma</u>	<u>State of California</u>	<u>United States</u>
2008	\$52,027	\$48,203	\$41,792
2009	52,146	48,952	42,303
2010	52,992	49,736	43,251
2011	50,323	47,177	41,368
2012	50,113	47,062	41,253

Sources: The Nielsen Company and Claritas Marketplace.

Personal Income and Per Capita Personal Income

The tables set forth below summarize total personal income and per capita personal income for the County, the State and the United States for the calendar years set forth below.

Personal Income Years 2008 – 2013* (Dollars in Thousands)

<u>Year</u>	<u>County of Sonoma</u>	<u>State of California</u>	<u>United States</u>
2008	\$21,760,433	\$1,596,229,973	\$12,429,234,000
2009	20,620,312	1,537,094,676	12,080,223,000
2010	20,961,429	1,578,533,439	12,417,659,000
2011	22,291,515	1,685,635,498	13,189,935,000
2012	23,998,546	1,805,193,769	13,873,161,000
2013	24,905,827	1,856,614,186	14,151,427,000

Per Capita Personal Income Years 2009 – 2013* (Dollars in Thousands)

<u>Year</u>	<u>County of Sonoma</u>	<u>State of California</u>	<u>United States</u>
2008	\$45,996	\$43,608	\$40,873
2009	43,006	41,587	39,379
2010	43,246	42,282	40,144
2011	45,722	44,749	42,332
2012	48,917	47,505	44,200
2013	50,312	48,434	44,765

* Most current information available.

Source: U.S. Bureau of Economic Analysis.

Construction Activity

The table below sets forth information regarding building permits and valuations for the calendar years set forth below.

County of Sonoma
Building Permits and Valuations
2010 - 2014
(Dollars in Thousands)

	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
New Single-dwelling	\$68,353	\$114,931	\$81,742	\$91,419	\$56,875
New Multi-dwelling	19,870	16,402	50,309	51,211	22,018
Additions, alterations	54,556	49,243	41,062	59,125	64,228
Total Residential	<u>\$142,779</u>	<u>\$180,576</u>	<u>\$173,113</u>	<u>\$201,755</u>	<u>\$143,121</u>
New Commercial	\$21,200	\$20,782	\$36,876	\$56,419	\$34,101
New Industrial	0	0	2,001	0	0
New Other	3,375	3,965	1,883	4,063	30,236
Additions, alterations	65,120	69,301	76,946	55,293	70,890
Total Nonresidential	<u>\$89,695</u>	<u>\$94,048</u>	<u>\$117,706</u>	<u>\$115,775</u>	<u>\$135,227</u>
Single-Unit Permit	280	443	279	295	251
Multi-Unit Permit	190	184	318	732	214
Total Permits	<u>470</u>	<u>627</u>	<u>597</u>	<u>1,027</u>	<u>465</u>

Source: Construction Industry Research Board.

Note: Totals may not add due to independent rounding.

\$ _____ *

**SONOMA COUNTY TRANSPORTATION AUTHORITY
SALES TAX REVENUE BONDS
(LIMITED TAX BONDS), SERIES 2015 [A/B]**

OFFICIAL NOTICE OF SALE

Notice Is Hereby Given that electronically submitted proposals will be received by the Sonoma County Transportation Authority (the "Authority") for the purchase of \$ _____* aggregate principal amount of sales tax revenue bonds designated "Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B]" (the "Series 2015 Bonds"), which will be issued pursuant to an Indenture, dated as of January 1, 2008, as supplemented and amended by a First Supplemental Indenture, dated as of January 1, 2008, a Second Supplemental Indenture, dated as of January 1, 2011, and a Third Supplemental Indenture, dated as of May 1, 2015 (hereinafter collectively referred to as the "Indenture"), between the Authority and _____, as trustee (the "Trustee").

Bidders are referred to the Preliminary Official Statement relating to the Series 2015 Bonds (the "Preliminary Official Statement") for additional information regarding the Authority, the Series 2015 Bonds and the security therefor, and other matters. See "Closing Procedures and Documents - Official Statement" below.

Bids on the Series 2015 Bonds will be received in the manner, at the time and on the date specified herein, subject to postponement or cancellation.

Date and Time: [Day and Date To Come]
9:00 a.m. (Pacific Time)

Electronic Bidding: Bid proposals may only be submitted electronically through BIDCOMP Competitive Bidding System and Parity Electronic Bid Submission System ("Parity"), as provided herein.

Electronic Posting: This Official Notice of Sale (the "Official Notice of Sale") and the Preliminary Official Statement may be obtained through www.i-dealprospectus.com and Thomson Municipal News on Thomson Municipal Market Monitor (www.TM3.com) or from KNN Public Finance, A Division of Zions First National Bank, acting as financial advisor to the Authority (the "Financial Advisor").

No Sealed or Faxed Bids: Sealed or faxed bids will not be accepted.

* Preliminary, subject to change as described under "Right to Modify or Amend."

Right To Modify or Amend: The Authority reserves the right to modify or amend this Official Notice of Sale in any respect; provided, however, that any such modification or amendment shall be communicated to potential bidders by publishing notice through the *Thomson Municipal Market Monitor* (www.TM3.com), *The Bond Buyer* wire or the *Bloomberg News* wire (the "News Service") no later than 5:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Failure of any bidder to receive notice of any modification or amendment shall not affect the sufficiency of any such notice or the legality of the sale.

Cancellation or Postponement of Sale; Change in Principal Amount: The Authority reserves the right to cancel or postpone the public sale to a later date or other time or to change the principal amount by announcing such postponement or change through the News Service, no later than 5:00 p.m. Pacific Time on the business day preceding the date prescribed for receipt of bids. Notice of a new time, or of a new date and time, if any, will be given through the News Service as soon as practicable following a postponement. In the event of a postponement of the sale only, any subsequent bid submitted by the bidder will supersede any prior bid made.

Accommodation to Bidders. As an accommodation to bidders, telephonic, facsimile or electronic mail notice of any modification or amendment of this Official Notice of Sale and notice of cancellation or postponement of the sale date or time will be given by the Financial Advisor to any bidder requesting such notice, such request for notice to be submitted to KNN Public Finance, A Division of Zions First National Bank, Attention: Bobby Cheung, Telephone (510) 208-8213, Fax: (510) 208-8282, E-mail: bcheung@knninc.com. Failure of any bidder to receive such telephonic, facsimile or electronic mail notice shall not affect the sufficiency of such notice or the legality of the sale.

Terms of the Series 2015 Bonds

Series: The Series 2015 Bonds are being issued as fully registered bonds in denominations of \$5,000 or multiples thereof and will be dated the date of issue. The Series 2015 Bonds are the [third/fourth] series of bonds issued under the Indenture (all such series of bonds being hereinafter referred to as the "Bonds"), and additional series of Bonds may be issued on a parity with the Series 2015 Bonds on the terms and subject to the conditions set forth in the Indenture.

Purpose and Application of Proceeds: The Series 2015 Bonds are being issued to [advance refund and defease the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 and to finance certain transportation projects], all as described in the Preliminary Official Statement. In addition, proceeds will be applied to pay costs of issuance.

Interest Rate: Interest is payable on [December] 1, 2015 and semiannually thereafter on June 1 and December 1 of each year. Interest is calculated on the basis of a 30-day month, 360-day year from the date of issue of the Series 2015 Bonds. Each Series 2015 Bond shall bear interest at the specified rate from its date of issue to its stated maturity date, and all Series 2015 Bonds maturing on any one date shall bear the same rate of interest.

Bidders must specify the rate or rates of interest that the Series 2015 Bonds hereby offered for sale shall bear. Bidders will be permitted to bid different rates of interest: but (i) the maximum interest rate shall not exceed ___%; (ii) each interest rate specified in any bid must be in a multiple of one-eighth or one-twentieth of one percent per annum and a zero rate of interest cannot be specified; (iii) no Series 2015 Bond shall bear more than one rate of interest; (iv) each Series 2015 Bond shall bear interest from its date of issue to its stated maturity date at the interest rate specified in the bid; (v) all Series 2015 Bonds payable at any one time shall bear the same rate of interest; [(vi) any premium bid must be paid as part of the purchase price], and (vii) no bid will be accepted which contemplates the cancellation or the waiver of any interest or other concession by the bidder as a substitute for payment in full of the purchase price.

[Par Bid Only: Bids for the Series 2015 Bonds shall specify a price of par.]

[Discount/Premium: Bids for the Series 2015 Bonds shall specify a price of not less than ___% and not more than ___% of the principal amount of the Series 2011 Bonds.]

Maturities: The final aggregate principal amount of the Series 2015 Bonds and the maturity schedule will be determined following award to the successful bidder. For the purpose of calculating the winning bid for the Series 2015 Bonds, the maturity schedule set forth below shall be used.

Maturity Date (December 1)	Principal Amount*
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[Copy to Come]

Adjustment of Principal Amounts. Each principal payment listed in the maturity schedule set forth above is subject to increase or decrease in \$5,000 increments. The Financial Advisor will promptly recalculate the aggregate principal amount of the Series 2015 Bonds following award to the successful bidder, for the purpose of maintaining certain funding

* Preliminary, subject to change.

requirements, and the Financial Advisor will promptly inform the successful bidder of any such adjustment to the maturity schedule set forth above.

Subsequent to the adjustment of principal amounts, the proposed purchase price will be adjusted to the level necessary to maintain the successful bidder's underwriter's spread as a percent of total par amount.

By offering a bid for the Series 2015 Bonds, a bidder will be obligated, if it is the successful bidder, to purchase the Series 2015 Bonds with any changes described above. The successful bidder may not withdraw its bid or change its interest rate bids as a result of any changes made to the principal amounts set forth above.

Term Bonds; Mandatory Sinking Fund Payments: Any bidder may, at its option, specify that one or more maturities of the Series 2015 Bonds will consist of a term bond payable at or before its specified maturity date from mandatory sinking account payments in consecutive years immediately preceding the maturity date thereof, as designated in the bid of such bidder. If the bid of the successful bidder specifies that any maturity of the Series 2015 Bonds will be a term bond, such term bond will be subject to mandatory sinking fund redemption on December 1 in each year so designated in the bid, in the respective amounts for such year as set forth above under the heading "Maturities," at a redemption price equal to the principal amount represented thereby, together with accrued interest thereon to the redemption date, without premium.

Optional Redemption:* The Series 2015 Bonds maturing on or prior to December 1, ____ shall not be subject to redemption prior to their respective stated maturities. The Series 2015 Bonds maturing on or after December 1, ____ shall be subject to redemption prior to their respective stated maturities, at the option of the Authority, from any source of available funds, as a whole or in part on any date (and if in part, in such amount and such order of maturity as the Authority shall specify and within a maturity by lot or by such other method as the Authority may direct and in authorized denominations), on or after December 1, ____, at a redemption price equal to 100% of the principal amount of the Series 2015 Bonds called for redemption, together with interest accrued thereon to the date fixed for redemption[, without premium].

Security: The Series 2015 Bonds are payable from and secured by a pledge of revenues derived from a one-fourth of one percent (¼%) retail transactions and use tax imposed for transportation purposes in the incorporated and unincorporated territory of the County of Sonoma (such tax being hereinafter referred to as the "Sales Tax") authorized pursuant to the Local Transportation Authority and Improvement Act (constituting Division 19 of the Public Utilities Code of the State of California), as described in the Preliminary Official Statement. See "The Sales Tax" in the Preliminary Official Statement.

NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF CALIFORNIA, THE COUNTY OF SONOMA OR ANY POLITICAL SUBDIVISION OR PUBLIC AGENCY THEREOF, OTHER THAN THE AUTHORITY TO THE EXTENT OF THE PLEDGE OF SALES TAX REVENUES AND OTHER AMOUNTS PLEDGED UNDER

* Preliminary, subject to change.

THE INDENTURE, IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2015 BONDS.

No Reserve Fund. No reserve fund will be established with respect to the Series 2015 Bonds.

Tax-Exempt Status: In the opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), based upon an analysis of existing laws, regulations, rulings and court decisions, and assuming, among other matters, the accuracy of certain representations and compliance with certain covenants, interest on the Series 2015 Bonds is excluded from gross income for federal income tax purposes under Section 103 of the Internal Revenue Code of 1986 (the "Code") and is exempt from State of California personal income taxes. See "Tax Matters" in the Preliminary Official Statement.

Book-Entry Only: The Series 2015 Bonds, when delivered, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository of the Series 2015 Bonds. Individual purchases will be made in book-entry form only, in the denominations of \$5,000 and integral multiples thereof. Purchasers will not receive bond certificates representing their interest in the Series 2015 Bonds purchased. Principal and interest are payable in lawful money of the United States of America and will be paid to DTC, which in turn will remit such amounts to the beneficial owners of the Series 2015 Bonds through its participants, as described in the Preliminary Official Statement. Delivery of the Series 2015 Bonds will be made through the facilities of the Trustee via FAST transfer, and is presently expected to occur on _____.

Terms of Sale

Best Bid: The Series 2015 Bonds will be awarded to the bidder offering to purchase the Series 2015 Bonds at the lowest true interest cost to the Authority. The true interest cost (the "TIC") for each bid will be determined on the basis of the aggregate present value of each semiannual payment. The present value will be calculated to the expected date of delivery of the Series 2015 Bonds, _____, and will be based on the bid amount [(par value plus any premium and less any discount)]. If two or more bids specify the same lowest TIC, then the selection for the award of the Series 2015 Bonds will be made among such bidders by the Authority in its sole discretion. All interest will be computed on a 360-day year, 30-day month basis from _____, the expected date of delivery of the Series 2015 Bonds.

By submission of its bid, a bidder shall be deemed to have made the following representations:

(1) The bidder has received and reviewed the Preliminary Official Statement and, as a condition to bidding on the Series 2015 Bonds, has determined that it can comply with the requirements of Rule 15c2-12 of the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.

(2) As of the date of its bid and as of the date of delivery of the Series 2015 Bonds, all members of the bidder's syndicate either participate in DTC or clear through or maintain a custodial relationship with an entity that participates in said depository.

(3) Zions Public Finance, Inc., parent company of KNN Public Finance, is not a participant in this bidding syndicate or other similar account formed for the purpose of purchasing the Series 2015 Bonds directly or indirectly from the Authority.

Form of Bid: All bids must be for all, but not less than all, of the Series 2015 Bonds hereby offered for sale[, plus such premium or less such discount as is specified in the bid]. All bids must be unconditional. Each bid must be delivered by electronic transmission as described below and be received by 9:00 a.m., Pacific Time, on [Day and Date of Bid], or such other date, time or date and time as the Authority may establish upon postponement of the sale of the Series 2015 Bonds pursuant to the terms and conditions set forth in this Official Notice of Sale. All bids shall be deemed to incorporate all of the terms of this Official Notice of Sale.

Electronic Bids: Solely as an accommodation to bidders, the Authority will receive bids delivered electronically through Parity. For further information about Parity, potential bidders may contact i-Deal LLC directly at (212) 806-8304 or at the Parity website: <https://www.newissuehome.i-deal.com>.

If any provision of this Official Notice of Sale conflicts with information provided by Parity, this Official Notice of Sale shall control. Each bidder submitting an electronic bid understands and agrees by doing so that it is solely responsible for all arrangements with (including any charges by) Parity, that the Authority neither endorses nor encourages the use of Parity, and that Parity is not acting as an agent of the Authority. Instructions and forms for submitting electronic bids must be obtained from Parity. Acceptance of electronic bids shall be subject to the limitations set forth in "**WARNINGS REGARDING ELECTRONIC BIDS**" below.

WARNINGS REGARDING ELECTRONIC BIDS: *The Authority assumes no responsibility for ensuring or verifying bidder compliance with Parity's procedures. The Authority shall be entitled to assume that any bid received via Parity has been made by a duly authorized agent of the bidder. The Authority, the Financial Advisor, and Bond Counsel assume no responsibility for any malfunction of the Parity system, any failure of a bid to be received at the official time for receipt of bids, or any error contained in any bid submitted electronically. The official time for receipt of bids will be determined by the Authority at the place of bid receipt, and the Authority shall not be required to accept the time kept by Parity as the official time. The Authority assumes no responsibility for informing any bidder prior to the deadline for receiving bids that its bid is incomplete or not received.*

If a bidder submits an electronic bid for the Series 2015 Bonds, such bidder thereby agrees to the following terms and conditions: (i) if any provision in this Official Notice of Sale with respect to the Series 2015 Bonds conflicts with information or terms provided or required by Parity, this Official Notice of Sale, including any amendments issued as described herein, shall control; (ii) each bidder shall be solely responsible for making necessary arrangements to

access Parity for purposes of submitting its bid in a timely manner and in compliance with the requirements of this Official Notice of Sale; (iii) the Authority shall not have any duty or obligation to provide or assure access to Parity to any bidder, and the Authority shall not be responsible for proper operation of, or have any liability for, any delays, interruptions or damages caused by use of Parity or any incomplete, inaccurate or untimely bid submitted by any bidder through Parity; (iv) the Authority is using Parity as a communication mechanism, and not as an agent of the Authority, to conduct the electronic bidding for the Series 2015 Bonds; (v) Parity is acting as an independent contractor, and is not acting for or on behalf of the Authority; (vi) the Authority is not responsible for ensuring or verifying bidder compliance with any procedures established by Parity; (vii) the Authority may regard the electronic transmission of a bid through Parity (including information regarding the purchase price for the Series 2015 Bonds and interest rates for any maturity of the Series 2015 Bonds) as though the information were submitted and executed on the bidder's behalf by a duly authorized signatory; (viii) if the bidder's bid is accepted by the Authority, this Official Notice of Sale and the information that is transmitted electronically through Parity shall form a contract, and the bidder shall be bound by the terms of such contract; and (ix) information provided by Parity to bidders shall form no part of any bid or any contract between the successful bidder and the Authority unless that information is included in this Official Notice of Sale provided by the Authority.

Multiple Bids: If multiple bids are received from a single bidder by any means or combination thereof, the Authority shall accept the bid representing the lowest true interest cost to the Authority, and each bidder agrees by submitting any bid to be bound by such best bid.

Good Faith Deposit: A good faith deposit (the "Deposit") in the form of a certified or cashier's check, a wire transfer, or a bid bond (the "Financial Surety Bond") in the amount of \$[Good Faith Deposit Amount], payable to the order of the Authority, will be due from the bidder as a guarantee that the bidder will accept and pay for the Series 2015 Bonds in accordance with the terms of the bid. If a check is used for the Deposit, it must be delivered no later than the time for submission of an electronic bid to the offices of the Authority's Financial Advisor, KNN Public Finance, A Division of Zions First National Bank, 1300 Clay Street, Suite 1000, Oakland, California 94612, Attention: Bobby Cheung, and be drawn on a bank or trust company having an office in San Francisco or Los Angeles, California. If the Deposit is made by wire transfer, such wire transfer must be in immediately available funds and to the account at the wire address specified by the Authority to the successful bidder and such transfer must be made by the successful bidder by 3:30 p.m., Pacific Time, on the day of notification of the award. If a Financial Surety Bond is used, it must be from a pre-qualified insurance company that has a claims paying ability rated not lower than the second highest rating category by Moody's Investors Service or Standard & Poor's and that is licensed to issue such a bond in the State of California. The form of such Financial Surety Bond must be submitted to the Financial Advisor (Phone - (510) 208-8200; Fax - (510) 208-8282), a minimum of two (2) hours prior to the time bids are to be received. Such Financial Surety Bond must provide that the surety shall make payment of the full amount of the Deposit by wire transfer to the Authority within twenty-four (24) hours of the receipt of written notice from either the Authority or the Financial Advisor that the successful bidder has failed to submit the Deposit as required by this Official Notice of Sale. The Financial Surety Bond must identify each bidder whose Deposit is guaranteed by such Financial Surety Bond. If the Series 2015 Bonds are awarded to a bidder utilizing a Financial

Surety Bond, then the successful bidder is required to submit its Deposit to the Authority in the form of a certified or cashier's check or wire transfer not later than 3:30 p.m., California time, on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the Authority to satisfy the Deposit requirement.

The Deposit will be applied to the purchase price of the Series 2015 Bonds. If after the award of the Series 2015 Bonds the successful bidder fails to complete its purchase on the terms stated in its proposal, the Deposit will be retained by the Authority. The certified or cashier's check accompanying an unaccepted proposal will be returned promptly. No interest on the Deposit will accrue to any bidder.

Statement of True Interest Cost: Each bidder is requested, but not required, to state in its bid the total percentage TIC, which shall be considered as informative only and not binding on either the bidder or the Authority.

Reoffering Price Certification: Upon notification of award of the bid, the successful bidder for the Series 2015 Bonds shall provide initial offering prices for each maturity of the Series 2015 Bonds. Prior to delivery of the Series 2015 Bonds, the successful bidder shall provide to the Authority a reoffering price certification in form and substance substantially identical to the certificate attached hereto as Exhibit A.

Qualification for Sale; Blue Sky: Compliance with Blue Sky laws shall be the sole responsibility of the successful bidder, and the successful bidder shall indemnify and hold harmless the Authority and its officers and officials from any loss or damage resulting from any failure to comply with any such laws. The Authority will furnish such information and take such action not inconsistent with law as the successful bidder may request and the Authority shall deem necessary or appropriate to qualify the Series 2015 Bonds for offer and sale under the Blue Sky or other securities laws and regulations of such states and other jurisdictions of the United States of America as may be designated by the successful bidder; *provided, however*, that the Authority shall not execute a general or special consent to service of process or qualify to do business in connection with such qualification or determination in any jurisdiction. **The successful bidder will not offer to sell, or solicit any offer to buy, the Series 2015 Bonds in any jurisdiction where it is unlawful for such successful bidder to make such offer, solicitation or sale, and the successful bidder shall comply with the Blue Sky and other securities laws and regulations of the states and jurisdictions in which the successful bidder sells the Series 2015 Bonds.**

Right of Rejection: The Authority reserves the right, in its discretion, to reject any and all bids, to waive any irregularity or informality in any bid and to reoffer the Series 2015 Bonds for sale. The Authority retains absolute discretion to determine whether any bid is timely. The Authority takes no responsibility for informing any bidder prior to the time for receiving bids that its bid is incomplete or not received.

Prompt Award: The Authority will take action awarding the Series 2015 Bonds or rejecting all bids not later than twenty-four (24) hours after the expiration of the time herein

prescribed for the receipt of bids unless such time of award is waived by the successful bidder. Notice of the award will be given promptly to the successful bidder.

CLOSING PROCEDURES AND DOCUMENTS

Delivery and Payment: DELIVERY OF THE SERIES 2015 BONDS WILL BE MADE TO THE SUCCESSFUL BIDDER THROUGH DTC AND IS EXPECTED TO OCCUR ON _____. Payment for the Series 2015 Bonds must be made by wire transfer in immediately available funds. Any expense of providing immediately available funds, whether by transfer of Federal Reserve Bank funds or otherwise, shall be borne by the successful bidder. The cost of preparing the Series 2015 Bonds will be borne by the Authority.

Right of Cancellation: The successful bidder shall have the right, at the bidder's option, to cancel the contract of purchase if the Authority shall fail to issue the Series 2015 Bonds and tender the same for delivery within sixty (60) days from the date of sale thereof, and in such event the successful bidder shall be entitled to the return of such bidder's Deposit.

Change in Tax-Exempt Status: In the event that prior to the issuance of the Series 2015 Bonds: (a) the income received by private owners of bonds of the same type and character as the Series 2015 Bonds shall be declared to be includable in gross income (either at the time of such declaration or at any future date) for purposes of federal income tax laws, either by the terms of such laws or by ruling of a federal income tax authority or official which is followed by the Internal Revenue Service, or by decision of any federal court; or (b) any federal income tax law is adopted that will have a substantial adverse tax effect upon owners of the Series 2015 Bonds as such, the successful bidder may, at its option, prior to the tender of said Series 2015 Bonds, be relieved of its obligation to purchase the Series 2015 Bonds, and in such case such bidder's Deposit will be returned.

California Debt And Investment Advisory Commission Fee: Attention of bidders is directed to California Government Code Section 8856, which provides that the lead underwriter or the purchaser of the Series 2015 Bonds will be charged the California Debt and Investment Advisory Commission fee payable with respect to the Series 2015 Bonds.

CUSIP Numbers, DTC Fees and Other Fees: It is expected that the successful bidder will apply for CUSIP identification numbers for the Series 2015 Bonds and will furnish such CUSIP identification numbers to Bond Counsel within two (2) business days after notice of award. It is anticipated that such CUSIP identification numbers will be printed on the Series 2015 Bonds being delivered to DTC, but neither the failure to print a CUSIP identification number nor any error with respect thereto shall constitute cause for a failure or refusal by the successful bidder to accept delivery of and pay for the Series 2015 Bonds in accordance with the terms and provisions of its bid and this Official Notice of Sale. CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the successful bidder. All expenses in relation to the printing of the CUSIP identification numbers on the Series 2015 Bonds shall be paid by the Authority. The successful bidder shall also be required to pay all fees required by DTC, the Securities Industry and Financial Markets Association, the Municipal

Securities Rulemaking Board and any other similar entity imposing a fee in connection with the issuance of the Series 2015 Bonds.

Reoffering Price Certificate: Prior to closing, as a condition to delivery of the Series 2015 Bonds, the successful bidder shall provide to the Authority a reoffering price certification in form and substance substantially identical to the certificate attached as Exhibit A hereto.

No Litigation: There is no litigation pending concerning the validity of the Series 2015 Bonds or the existence of the Authority or contesting the Authority's ability to impose and collect the Sales Tax or pledge the Sales Tax Revenues (as such term is defined in the Indenture) pursuant to the Indenture and the Authority will furnish to the successful bidder a no-litigation certificate certifying to the foregoing as of and at the time of the delivery of the Series 2015 Bonds.

Legal Opinions: The legal opinion of Orrick, Herrington & Sutcliffe LLP, Bond Counsel to the Authority ("Bond Counsel"), addressed to the Authority, approving the validity of the Series 2015 Bonds will be furnished to the successful bidder upon delivery of the Series 2015 Bonds. A copy of the proposed form of the opinion of Bond Counsel is set forth in Appendix E of the Preliminary Official Statement. In addition, upon delivery of the Series 2015 Bonds the successful bidder will receive an opinion of Bond Counsel regarding the Official Statement.

Official Statement: A Preliminary Official Statement has been prepared, copies of which may be obtained upon request made to the Financial Advisor, KNN Public Finance, A Division of Zions First National Bank, 1300 Clay Street, Suite 1000, Oakland, California 94612. Requests should be directed to: Bobby Cheung, Telephone: (510) 208-8214, Fax: (510) 208-8282, Email: bcheung@knninc.com. The Preliminary Official Statement is also available at www.i-dealprospectus.com. The Preliminary Official Statement shall be "deemed final" by the Authority prior to or on the date of sale of the Series 2015 Bonds for purposes of Securities and Exchange Commission Rule 15c2-12(b)(1), but the Preliminary Official Statement is subject to revision, amendment and completion in a final Official Statement. A copy of the certificate executed by the Authority indicating that the Preliminary Official Statement has been deemed final as of its date will be provided to potential bidders upon request to the Financial Advisor at the address provided above. The Authority will furnish to the successful bidder, at no expense to the successful bidder, up to [200] copies of the Official Statement no later than the business day prior to the date of delivery of the Series 2015 Bonds or, if later, within seven (7) business days of the award date. Additional copies will be made available upon request, submitted to the Financial Advisor no later than twenty-four (24) hours after the time of receipt of bids, at the purchaser's expense, for use in connection with any resale of the Series 2015 Bonds.

Certificate of Authority Relating to Official Statement. The Authority will provide to the successful bidder for the Series 2015 Bonds a certificate, signed by the Executive Director of the Authority, confirming to the successful bidder that, as of the date of the final Official Statement, to the best of such officer's knowledge and belief, the Official Statement (excluding therefrom the information provided by the successful bidder regarding the underwriting, reoffering and CUSIP identification numbers for the Series 2015 Bonds, the information set forth in Appendix B - "Economic and Demographic Information Pertaining to the County of Sonoma,"

and the information set forth in Appendix F - "Book-Entry System," such information being hereinafter referred to as the "Excluded Information") does not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading. Such Certificate of the Authority will further certify: (i) that there has been no material adverse change in the condition or affairs of the Authority, financial or otherwise, whether or not arising from transactions in the ordinary course of the operations of the Authority, as such operations are described in the Official Statement, which would make it unreasonable for such successful bidder to rely upon the Official Statement in connection with the resale of the Series 2015 Bonds; (ii) that to the best of such officer's knowledge, excluding therefrom the Excluded Information as to which no certification will be provided, no event has occurred since the date of the Official Statement which either makes untrue or incorrect in any material respect as of the date of delivery of the Series 2015 Bonds any statement of a material fact or is not reflected in the Official Statement but should be reflected therein in order to make the statements made therein, in the light of the circumstances under which they were made, not misleading; and (iii) authorizing the successful bidder to distribute copies of the Official Statement in connection with the resale of the Series 2015 Bonds.

By making a bid for the Series 2015 Bonds, the successful bidder agrees: (i) to disseminate to all members of the underwriting syndicate, if any, copies of the final Official Statement, including any supplements prepared by the Authority; (ii) to promptly file a copy of the final Official Statement, including any supplements prepared by the Authority, with the Municipal Securities Rulemaking Board; and (iii) to take any and all other actions necessary to comply with applicable Securities and Exchange Commission and Municipal Securities Rulemaking Board rules governing the offering, sale and delivery of the Series 2015 Bonds to the ultimate purchasers.

[Remainder of Page Intentionally Left Blank]

Continuing Disclosure: In order to assist bidders in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) (the "Rule"), the Authority will undertake, pursuant to a Continuing Disclosure Agreement, to provide certain annual financial information relating to the Authority and notices of the occurrence of certain events. A description of this undertaking is set forth in the Preliminary Official Statement and will also be set forth in the Official Statement. See "Continuing Disclosure" in the Preliminary Official Statement.

Dated: _____.

/s/ Suzanne Smith
Executive Director,
Sonoma County Transportation Authority

Exhibit A

FORM OF REOFFERING PRICE CERTIFICATE*

Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015

In connection with the purchase of the Sonoma County Transportation Authority Sales Tax Revenue Bonds, (Limited Tax Bonds), Series 2015 (the "Series 2015 Bonds"), in the aggregate principal amount of \$_____ from the Sonoma County Transportation Authority (the "Issuer"), the undersigned, acting on behalf of _____ (the "Purchaser"), hereby certifies and represents the following, based upon the information available to it:

1. As of _____ (the "Sale Date"), the Purchaser: (a) reasonably expected to make a bona fide offering of all of the Series 2015 Bonds to the general public (excluding bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers) at the prices (the "Initial Offering Prices") set forth on the cover of the Official Statement, dated _____, relating to the Series 2015 Bonds; and (b) reasonably expected that the respective Initial Offering Price applicable to each maturity would be the first price at which at least 10% of such maturity of the Series 2015 Bonds would be sold. At the time the Purchaser agreed to purchase the Series 2015 Bonds, based upon then prevailing market conditions, we had no reason to believe any of the Series 2015 Bonds would be initially sold to the general public at initial offering prices greater than (or, in the case of obligations sold on a yield basis, at initial yields lower than) the Initial Offering Prices.

2. The aggregate of the Initial Offering Prices is \$_____. The Initial Offering Price of each Series 2015 Bond did not exceed the fair market value of that Series 2015 Bond as of the Sale Date.

3. As of the date of execution of this Certificate, all of the Series 2015 Bonds have actually been offered to the general public (excluding such bond houses, brokers or similar persons or organizations acting in the capacity of underwriters or wholesalers) in a bona fide public offering at the Initial Offering Prices and the first price at which at least 10% of each maturity of the Series 2015 Bonds has been sold to the general public was the Initial Offering Prices [except for the _____ maturity(ies)].

[4. With respect to the maturity(ies) of the Series 2015 Bonds listed in numbered paragraph 3 above, such Series 2015 Bonds were continuously offered to the general public at the Initial Offering Price(s) for a period after the Purchaser was awarded the Series 2015 Bonds (the "Initial Offering Period"), and the Purchaser made reasonable efforts to sell such Series 2015 Bonds to the general public at the Initial Offering Price(s) throughout the Initial Offering Period. During the Initial Offering Period such Series 2015 Bonds were not offered to bond houses, brokers, or similar persons acting in the capacity of underwriters or wholesalers. Market conditions during the Initial Offering Period prevented a substantial amount of such Series 2015 Bonds from being sold at or above the Initial Offering Price(s).]

* To be delivered by the successful bidder as described under "Reoffering Price Certificate" in the Official Notice of Sale.

Dated: _____.

[Name of Purchaser]

Name: _____

Title: _____

\$ _____
Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B]

BOND PURCHASE CONTRACT

May __, 2015

Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

Ladies and Gentlemen:

_____ (hereinafter sometimes called the "Representative"), acting on behalf of itself and as representative of each of the other underwriters identified on Attachment I hereto (each an "Underwriter," and hereinafter collectively referred to as the "Underwriters"), offers to enter into this Bond Purchase Contract with the Sonoma County Transportation Authority (the "Authority"). The offer made hereby is subject to acceptance by the Authority by execution and delivery of this Bond Purchase Contract (the "Bond Purchase Contract") to the Representative at or prior to 11:59 p.m., California time, on the date first above written, and if not so accepted will be subject to withdrawal by the Representative upon notice delivered to the Authority at any time prior to the acceptance hereof by the Authority. Upon acceptance of this offer by the Authority in accordance with the terms hereof, this Bond Purchase Contract will be binding upon the Authority and upon each of the Underwriters.

Capitalized terms used but not otherwise defined herein shall have the meanings set forth in the Indenture, dated as of January 1, 2008 (as heretofore supplemented, the "Master Indenture"), as further supplemented by the Third Supplemental Indenture, dated as of May 1, 2015 (the "Third Supplemental Indenture," and, together with the Master Indenture, hereinafter collectively referred to as the "Indenture"), between the Authority and _____, as trustee.

The Representative represents and warrants to the Authority that it has been duly authorized to act hereunder on behalf of itself and on behalf of each of the other Underwriters.

The Authority acknowledges and agrees that: (i) the purchase and sale of the Sonoma County Transportation Authority Measure M Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B] (the "Bonds") pursuant to this Bond Purchase Contract is an arm's-length commercial transaction between the Authority and the Underwriters; (ii) in connection therewith and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Underwriters are and have been acting solely principals and are not acting as the agent or fiduciary of the Authority; (iii) the Underwriters have not assumed an advisory or fiduciary responsibility in favor of the Authority with respect to the offering contemplated hereby or the discussions, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing other services to the Authority on other matters) and the Underwriters have no contractual

advisory or fiduciary obligation to the Authority with respect to the offering contemplated hereby except the obligations expressly set forth in this Bond Purchase Contract; and (iv) the Authority has consulted its own legal, financial and other advisors to the extent it has deemed appropriate.

1. Purchase and Sale of the Bonds. Upon the terms and conditions and in reliance upon the representations, warranties, covenants and agreements hereinafter set forth, the Underwriters jointly and severally hereby agree to purchase from the Authority, and the Authority hereby agrees to sell to the Underwriters, all (but not less than all) of the \$_____ aggregate principal amount of the Bonds.

The purchase price for the Bonds shall be \$_____ (which purchase price is equal to the aggregate principal amount of the Bonds, [plus original issue premium of \$_____/less original issue discount of \$_____], less an underwriters' discount of \$_____.

The Bonds, the Indenture, the Escrow Agreement, dated as of May, 1, 2015 (the "Escrow Agreement"), between the Authority and BNY, as trustee and as escrow agent, and the Continuing Disclosure Agreement, dated the date of issuance of the Bonds (the "Continuing Disclosure Agreement"), between the Authority and Digital Assurance Certification, L.L.C., as dissemination agent (the "Dissemination Agent"), have been approved by a resolution adopted by the Board of Directors of the Authority on [April 13], 2015 (the "Bond Resolution"). The Indenture, the Escrow Agreement and the Continuing Disclosure Agreement are hereinafter collectively referred to as the "Authority Documents."

2. The Bonds. The Bonds shall be issued pursuant to and in accordance with the provisions of [the Local Transportation Authority and Improvement Act, Division 19 of the Public Utilities Code of the State of California (the "Act")/provisions of Article 10 and Article 11 of Chapter 3 of Part I of Division 2 of Title 5 of the Government Code of the State of California (the "Refunding Bond Law")], Ordinance No. 2, known as the 2004 Sonoma County Traffic Relief Act, adopted by the Board of Directors of the Authority on July 19, 2004, and approved by more than two-thirds of the electors voting on the ballot measure set forth therein at the general election held in Sonoma County (the "County") on November 2, 2004 (the "Ordinance"), the Bond Resolution and the Indenture.

The Bonds shall be dated their date of delivery, shall bear interest at the rates and shall mature in such amounts and on such dates as are set forth in Schedule I attached hereto.

The proceeds of the Bonds will be applied: (i) to refinance a portion of the costs of the Project (as such term is defined in the Indenture) previously financed by the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds") through an advance refunding of the Series 2008 Bonds; (ii) to finance an additional portion of the costs of the Project; and (iii) to pay certain expenses incurred in connection with the issuance of the Bonds. The Bonds are being issued for such purposes and shall otherwise be as described in the Indenture and in the hereinafter referred to Official Statement.

3. Preliminary Official Statement; Official Statement. The Authority has prepared and delivered or caused to be delivered to the Underwriters a Preliminary Official Statement, dated May __, 2015 (together with the Appendices thereto and any documents incorporated therein by reference, the "Preliminary Official Statement") with respect to the Bonds. The Authority represents and warrants that the Preliminary Official Statement was deemed final by the Authority as of the date of the Preliminary Official Statement for purposes of Rule 15c2-12 of the Securities and Exchange Commission ("Rule 15c2-12"), except for those matters permitted by Rule 15c2-12 to be omitted therefrom, including maturity amounts, interest rates, ratings, underwriters' discount and related terms. The Authority hereby ratifies, approves and confirms the distribution by the Underwriters of the Preliminary Official Statement in connection with the offering and sale of the Bonds.

Concurrently with its acceptance hereof, or as soon thereafter as practicable, the Authority shall deliver or cause to be delivered to the Underwriters, at such addresses as the Underwriters shall specify, as many copies of a final official statement (together with the Appendices thereto and any documents incorporated therein by reference, the "Official Statement") as the Underwriters shall reasonably request and as necessary to comply with paragraph (b)(4) of Rule 15c2-12 and Rule G-32 and all other applicable rules of the Municipal Securities Rulemaking Board, such copies to be delivered no later than two (2) Business Days prior to the Closing Date (but in no event later than seven (7) Business Days after acceptance of this Bond Purchase Contract). The Official Statement shall contain all information previously permitted to be omitted by Rule 15c2-12 and any other changes from the Preliminary Official Statement as shall have been approved by the Representative.

4. Public Offering of the Bonds. The Underwriters agree to make a bona fide public offering of all of the Bonds at the initial public offering prices or yields set forth on the [inside] front cover page of the Official Statement; provided, however, after the initial public offering, the Underwriters reserve the right to change such offering prices as the Underwriters deem necessary or desirable, in their sole discretion, in connection with the marketing of the Bonds, and to sell the Bonds to certain dealers (including dealers depositing the Bonds into investment trusts) and others at prices lower than the initial public offering prices or higher than the yields set forth in the Official Statement. The Underwriters also reserve the right: (a) to over-allot or effect transactions that stabilize or maintain the market price of the Bonds at a level above that which might otherwise prevail in the open market; and (b) to discontinue such stabilizing, if commenced, at any time. A "bona fide public offering" shall include an offering to institutional investors or registered investment companies, regardless of the number of such investors to which the Bonds are sold. The Underwriters shall provide to the Authority on the Closing Date a certificate setting forth the offering prices to the public of each maturity of the Bonds at which a substantial amount of the Bonds was sold and a certificate setting forth the offering prices to the public of each maturity of the Bonds at which a substantial amount of the Bonds was sold.

5. Use of Documents. The Authority hereby authorizes the Underwriters to use, in connection with the public offering and sale of the Bonds, this Bond Purchase Contract, the Preliminary Official Statement, the Official Statement, the Authority Documents and the information contained herein and therein.

6. Closing. At 8:00 a.m., California time, on May __, 2015 (the "Closing Date"), or at such other date and time as shall have been mutually agreed upon by the Authority and the Representative, the Authority will deliver or cause to be delivered to the Representative the Bonds and the certificates, opinions and documents specified in Section 8 hereof, each of which shall be dated as of the Closing Date or as of such other date as shall be acceptable to the Representative. Such delivery is herein called the "Closing."

On the Closing Date, the Authority will deliver, or cause to be delivered, to the Representative, the Bonds, in definitive or final form, duly executed by the Authority and authenticated by BNY, as trustee, and the Representative will accept such delivery and pay the purchase price of the Bonds by wire transfer in immediately available funds as set forth in Section 1 hereof. The Representative shall order CUSIP identification numbers and the Authority shall cause such CUSIP identification numbers to be printed on the Bonds, but neither the failure to print such number on any Bond nor any error with respect thereto shall constitute cause for a failure or refusal by the Underwriters to accept delivery of and pay for the Bonds in accordance with the terms of this Bond Purchase Contract. The Bonds will be in printed, lithographed, or typewritten form, will be prepared and delivered in registered form, bearing CUSIP numbers, will be delivered through the book-entry system of The Depository Trust Company ("DTC") (physical delivery of the Bonds to be made to BNY, as trustee, as agent of DTC under the Fast Automated Securities Transfer System) and will be registered in the name of Cede & Co., as nominee of DTC. The Bonds will be made available to the Representative for checking not less than one (1) Business Day prior to the Closing Date.

Delivery of the certificates, opinions and documents set forth in Section 8 hereof as described herein shall be made at the offices of the Orrick, Herrington & Sutcliffe LLP (hereinafter referred to as "Bond Counsel"), in San Francisco, California, or at such other place as shall have been mutually agreed upon by the Authority and the Representative.

7. Representations, Warranties, Covenants and Agreements of the Authority. The Authority represents and warrants to and covenants and agrees with the Underwriters that as of the date hereof:

(a) The Authority has been duly created and is validly existing under the Act and all other applicable laws of the State of California (the "State") and has the power to issue the Bonds pursuant to [the Act/the Refunding Bond Law], all other applicable laws of the State, the Ordinance, the Bond Resolution and the Indenture.

(b) The Authority has full legal right, power and authority under the Constitution, the Act [, the Refunding Bond Law], all other applicable laws of the State and the Ordinance to levy and cause the collection of the Measure M Sales Tax, to adopt the Bond Resolution, to enter into the Authority Documents and this Bond Purchase Contract and to sell, issue and deliver the Bonds to the Underwriters as provided herein; the Authority has full legal right, power and authority to perform its obligations under the Ordinance, the Bond Resolution, the Authority Documents and this Bond Purchase Contract, and to carry out and consummate the transactions contemplated thereby and hereby and by the Official Statement; the Authority has complied with, or will at the Closing Date be in compliance with, in all respects material to this transaction, the

Constitution, the Act, [the Refunding Bond Law,] all other applicable laws of the State, the Ordinance, the terms of the Bond Resolution, the Bonds, the Authority Documents and this Bond Purchase Contract.

(c) By all necessary official action, the Authority has duly adopted the Ordinance, which was approved by more than two-thirds of the electors in the County voting on such Ordinance on November 2, 2004.

(d) By all necessary official action, the Authority has duly adopted the Bond Resolution, has duly authorized and ratified the preparation and delivery of the Preliminary Official Statement and the preparation, execution and delivery of the Official Statement, has duly authorized and approved the execution and delivery of, and the performance of its obligations under, the Bonds, this Bond Purchase Contract and the Authority Documents, and the consummation by it of all other transactions contemplated by this Bond Purchase Contract, the Bond Resolution, the Authority Documents, the Preliminary Official Statement and the Official Statement. When executed and delivered by their respective parties, the Authority Documents and this Bond Purchase Contract (assuming due authorization, execution and delivery by and enforceability against the other parties thereto) will be in full force and effect and each will constitute a legal, valid and binding agreement or obligation of the Authority, enforceable in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State.

(e) The Bonds, when issued, authenticated and delivered in accordance with the Bond Resolution and the Indenture, and sold to the Underwriters as provided herein, will constitute legal, valid and binding obligations of the Authority, enforceable in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws affecting creditors' rights generally, the application of equitable principles, the exercise of judicial discretion and the limitations on legal remedies against public entities in the State, and will be entitled to the benefits of the laws of the State, the Indenture and the Bond Resolution.

(f) All approvals, authorizations, consents, orders, licenses or permits of any governmental authority, legislative body, board, agency or commission having jurisdiction of the matter which are required for the due authorization by, or that would constitute a condition precedent to, or the absence of which would materially adversely affect the issuance, delivery or sale of the Bonds and the execution, delivery of and performance of the Authority Documents by the Authority, have been duly obtained (except for such approvals, consents and orders as may be required under the Blue Sky or securities laws of any state in connection with the offering and sale of the Bonds, as to which no representation is made).

(g) The Authority is not in any material respect in breach of or default under any constitutional provision, law or administrative regulation of the State or of the

United States or any agency or instrumentality of either or any judgment or decree or any loan agreement, indenture, bond, note, resolution, agreement or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject (including, without limitation, the Bond Resolution, and the Authority Documents, and no event has occurred and is continuing which with the passage of time or the giving of notice, or both, would constitute a default or event of default under any such instrument; and the levy and collection of the Measure M Sales Tax, the adoption of the Bond Resolution, the issuance and delivery of the Bonds and the execution and delivery of this Bond Purchase Contract and the Authority Documents and compliance with the Authority's obligations therein and herein will not in any material respect conflict with, violate or result in a breach of or constitute a default under, any constitutional provision, law, administrative regulation, judgment, decree, loan agreement, indenture, agreement, mortgage, lease or other instrument to which the Authority is a party or to which the Authority or any of its property or assets is otherwise subject, nor will any such levy, collection, execution, delivery, adoption or compliance result in the creation or imposition of any lien, charge or other security interest or encumbrance of any nature whatsoever upon any of the property or assets of the Authority or under the terms of any such law, regulation or instruments, except as provided by the Bond Resolution and the Authority Documents.

(h) As of the date hereof, no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, government agency, public board or body, is pending or, to the best of the Authority's knowledge, threatened against the Authority: (i) in any way affecting the existence of the Authority or in any way challenging the respective powers of the several offices or the titles of the officials of the Authority to such offices; or (ii) affecting or seeking to prohibit, restrain or enjoin the issuance, sale or delivery of any of the Bonds, the application of the proceeds of the sale of the Bonds, the proceedings authorizing and approving the Measure M Sales Tax, the levy or collection of the Measure M Sales Tax, or in any way contesting or affecting, as to the Authority, the validity or enforceability of the Act, [the Refunding Bond Law,] the proceedings authorizing the Measure M Sales Tax, the Bond Resolution, the Bonds, the Authority Documents or this Bond Purchase Contract, or contesting the powers of the Authority or its authority with respect to issuance of the Bonds, the adoption of the Bond Resolution, or the execution and delivery of the Authority Documents or this Bond Purchase Contract, or contesting the power or authority to levy the Measure M Sales Tax or contesting the completeness or accuracy of the Official Statement, or in any way contesting or challenging the consummation of the transactions contemplated hereby or thereby or which might materially adversely affect the ability of the Authority to perform and satisfy its obligations under this Bond Purchase Contract, the Authority Documents or the Bonds; nor to the best of the Authority's knowledge is there any basis for any such action, suit, proceeding, inquiry or investigation, wherein an unfavorable decision, ruling or finding would materially adversely affect the Act, [the Refunding Bond Law,] the proceedings authorizing the Measure M Sales Tax, the Bond Resolution, the Authority Documents or this Bond Purchase Contract or the performance by the Authority of its obligations thereunder, or the authorization, execution, delivery or performance by the

Authority of the Bonds, the Bond Resolution, the Authority Documents or this Bond Purchase Contract.

(i) Between the date hereof and the Closing Date, the Authority will not, without the prior written consent of the Representative, offer or issue in any material amount any bonds, notes or other obligations for borrowed money, or in any material amount incur any material liabilities, direct or contingent, except in the course of normal business operations of the Authority or except for such borrowings as may be described in or contemplated by the Preliminary Official Statement and the Official Statement.

(j) The Authority will furnish such information, execute such instruments, and take such other action not inconsistent with law in cooperation with the Underwriters as the Representative may reasonably request in order to: (i) qualify the Bonds for offer and sale under the Blue Sky or other securities laws of such states and other jurisdictions of the United States as the Underwriters may designate; and (ii) determine the eligibility of the Bonds for investment under the laws of such states and other jurisdictions; provided that in no event shall the Authority be required to execute a general or special consent to service of process in any state in which it is not already so subject.

(k) Except for information permitted to be omitted therefrom by Rule 15c2-12 and excluding the information set forth in the Preliminary Official Statement under the caption "Underwriting" and the information set forth in Appendix F - "Book-Entry Only System," (such information being hereinafter referred to as the "Excluded Information"), as to which no representations or warranties are made, the Preliminary Official Statement, as of its date did not, and as of the date hereof does not, contain, to the best of the Authority's knowledge, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements made in the Preliminary Official Statement, in the light of the circumstances under which they were made, not misleading.

(l) If the Official Statement is supplemented or amended pursuant to paragraph (m) of this Section 7, at the time of each supplement or amendment thereto and (unless subsequently again supplemented or amended pursuant to such paragraph) at all times subsequent thereto up to and including the Closing, the Official Statement as so supplemented or amended will not contain, to the best of the Authority's knowledge, any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading; provided, however, that no representations or warranties are made with respect to the Excluded Information.

(m) The Authority shall not amend or supplement the Official Statement without the prior written consent of the Representative. If between the date hereof and the date which is the earlier of (a) twenty-five (25) days after the End of the Underwriting Period (as hereinafter defined) or (b) the date when all Bonds have been sold by the Underwriters (but in either case, no earlier than the Closing Date), (i) any event shall occur which might or would cause the statements contained in the Official

Statement, as then supplemented or amended, to contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading, the Authority shall notify the Representative thereof; and (ii) if, in the reasonable opinion of the Representative, such event requires the preparation and publication of a supplement or amendment to the Official Statement, the Authority shall forthwith prepare and furnish (at the expense of the Authority) a reasonable number of copies of an amendment of or supplement to the Official Statement in form and substance satisfactory to the Representative.

Notwithstanding the foregoing or any other provision of this Bond Purchase Contract to the contrary, the Authority shall not be required to prepare or publish a supplement or amendment to the Official Statement more than ____ days after the Closing Date.

As used in this Bond Purchase Contract, "End of the Underwriting Period" shall mean the date on which the "end of the underwriting period" for the Bonds has occurred under Rule 15c2-12; provided, however that the Authority may assume that the End of the Underwriting Period for the Bonds will occur on the Closing Date unless the Authority is otherwise notified in writing by the Representative on or prior to the Closing Date. If the Representative notifies the Authority in writing that the Closing Date is not the End of the Underwriting Period, the Representative shall notify the Authority in writing of the End of the Underwriting Period.

(n) Except as described in the Official Statement, the Authority has not granted a lien on or made a pledge of the Sales Tax Revenues or any other money received under the Authority Documents, except as provided or permitted in the Authority Documents.

(o) The Authority has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Authority is a bond issuer whose arbitrage certificates may not be relied upon.

(p) The Authority is not in default, and at no time has defaulted in any material respect, on any bond, note or other obligation for borrowed money or any agreement under which any such obligation is or was outstanding.

(q) The audited financial statements set forth as Appendix A to the Official Statement relating to the fiscal year of the Authority ended June 30, 2014 fairly present the financial position of the Authority as of the date indicated and the results of its operations, the sources and uses of its cash and the changes in its fund balances for the periods therein specified to the extent included therein, and are in conformity with generally accepted accounting principles applied on a consistent basis, and there has been no material adverse change in the financial condition of the Authority or in its operations since the date thereof and there has been no occurrence, circumstance or combination thereof which is reasonably expected to result in any such materially adverse change.

(r) The Authority will undertake, pursuant to the Indenture and the Continuing Disclosure Agreement to provide certain annual financial information and notices of the occurrence of certain events, if material, pursuant to Section (b)(5) of Rule 15c2-12. A correct and complete form of the undertaking is set forth as Appendix D to the Preliminary Official Statement and will also be set forth in the Official Statement. The Authority has never failed to comply in all material respects with any previous undertaking with regard to Section (b)(5) of Rule 15c2-12.

(s) Any certificate signed by any official of the Authority and delivered to the Underwriters shall be deemed to be a representation and warranty by the Authority to the Underwriters as to the statements made therein.

(t) The Authority shall apply the proceeds of the Bonds as provided in the Indenture.

8. Closing Conditions. The Representative has entered into this Bond Purchase Contract in reliance upon the representations, warranties, and obligations of the Authority contained herein and upon the documents and instruments to be delivered at Closing. Accordingly, the Underwriters' obligations under this Bond Purchase Contract shall be subject to the following conditions:

(a) The representations and warranties of the Authority contained herein shall be true, complete and correct in all material respects at the date hereof and on and as of the Closing as if made on the Closing Date, and will be confirmed by a certificate or certificates of the appropriate Authority official or officials dated the Closing Date, and the Authority shall be in compliance with each of the agreements and covenants made by it in this Bond Purchase Contract.

(b) At the time of the Closing: (i) the Ordinance, the Bond Resolution and the Authority Documents shall be in full force and effect, and shall not have been amended, modified or supplemented since the date hereof, except as shall have been agreed to in writing by the Representative; and (ii) the Authority shall perform or have performed all its obligations required under or specified in the Bond Resolution, the Authority Documents and this Bond Purchase Contract and the Official Statement to be performed at or prior to the Closing.

(c) As of the date hereof and at the Closing, all necessary official action of the Authority relating to the Authority Documents, this Bond Purchase Contract, the Preliminary Official Statement and the Official Statement shall have been taken and shall be in full force and effect and shall not have been amended, modified or supplemented in any material respect.

(d) Subsequent to the date hereof, up to and including the Closing, there shall not have occurred any change in or particularly affecting the Authority, the Act, [the Refunding Bond Law,] the Ordinance, the Measure M Sales Tax, the Sales Tax Revenues or the Bonds as the foregoing matters are described in the Official Statement,

which in the reasonable professional judgment of the Representative materially impairs the investment quality of the Bonds.

(e) Subsequent to the date hereof, up to and including the Closing, the California State Board of Equalization shall not have suspended or advised the Authority of suspension of the collection of the Measure M Sales Tax or the escrow of any proceeds thereof, and neither Bond Counsel nor counsel to the Authority, shall have been advised of the suspension of the collection of the Measure M Sales Tax or the escrow of any proceeds thereof.

(f) At or prior to the Closing, the Representative shall receive the following documents, in each case satisfactory in form and substance to the Representative and to counsel to the Underwriters, _____ ("Underwriters' Counsel"):

(1) A certificate of the Authority, dated the Closing Date, executed by the Executive Director or other authorized officer of the Authority, to the effect that: (a) the representations, warranties and covenants of the Authority contained herein are true, complete and correct in all material respects on and as of the Closing with the same effect as if made at the Closing; (b) the Bond Resolution is in full force and effect at the Closing and has not been amended, modified or supplemented, except as agreed to by the Authority and the Representative; (c) the Authority has complied with all the agreements and satisfied all the conditions on its part to be performed or satisfied at or prior to the Closing; (d) subsequent to the date of the Preliminary Official Statement and on or prior to the date of such certificate, there has been no material adverse change in the condition (financial or otherwise) of the Authority, whether or not arising in the ordinary course of the Authority's operations, as described in the Preliminary Official Statement; (e) the Preliminary Official Statement (excluding the Excluded Information, as to which no representations and warranties need be made) did not as of its date and does not as of the date hereof contain any untrue or misleading statement of a material fact and did not as of its date does not as of the date hereof omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; (f) the Official Statement (excluding the Excluded Information, as to which no representations and warranties need be made) did not as of its date and does not as of the date hereof contain any untrue or misleading statement of a material fact and did not as of its date and does not as of the date hereof omit to state any material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they are made, not misleading; and (g) the Authority is authorized to use the audited financial statements, including the report of the Sonoma County Auditor-Controller thereon, included as Appendix A in the Preliminary Official Statement and in the Official Statement;

(2) A certified copy of the Bond Resolution;

- (3) A certified copy of the Master Indenture;
- (4) A duly executed original of the Third Supplemental Indenture;
- (5) A duly executed original of the Escrow Agreement;
- (6) A duly executed original of the Continuing Disclosure Agreement;
- (7) A duly executed tax certificate of the Authority in form satisfactory to Bond Counsel;
- (8) A verification report delivered by _____;
- (9) An approving opinion of Bond Counsel, dated the Closing Date, substantially in the form attached as Appendix E to the Official Statement, and a reliance letter with respect thereto addressed to the Underwriters;
- (10) A supplemental opinion of Bond Counsel, dated the Closing Date and addressed to the Underwriters, substantially in the form attached hereto as Exhibit A;
- (11) A defeasance opinion of Bond Counsel relating to the defeasance of the Series 2008 Bonds, dated the Closing Date and addressed to BNY, as trustee;
- (12) An opinion of Lauren N. Borella, Deputy County Counsel, acting as counsel to the Authority ("Authority Counsel"), dated the Closing Date and addressed to the Underwriters and BNY, in substantially the form attached hereto as Exhibit B;
- (13) An opinion of Underwriters' Counsel, dated the Closing Date and addressed to the Underwriters, in substantially the form attached hereto as Exhibit C;
- (14) An opinion of counsel to BNY, dated the Closing Date and addressed to the Authority and the Underwriters, to the effect that:
 - (i) BNY is a national banking association duly organized and lawfully existing under the laws of the United States of America having full power and authority and being qualified to enter into, accept and administer the trusts created under the Authority Documents to which it is a party and to enter into such Authority Documents;
 - (ii) the Authority Documents to which it is a party have been duly authorized, executed and delivered by BNY and constitute the valid and binding obligations of BNY enforceable against BNY in

accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency or other laws affecting enforcement of creditors' rights generally and by the application of equitable principles if equitable remedies are sought;

(iii) the execution, delivery and performance of the Authority Documents to which BNY is a party on the part of BNY will not conflict with or cause a default under any law, ruling, agreement, administrative regulation or other instrument by which BNY is bound;

(iv) all authorizations and approvals required by law and the articles of association and bylaws of BNY in order for BNY to execute and deliver and perform its obligations under the Authority Documents to which BNY is a party have been obtained; and

(v) no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, public board or body, is pending or, to the best of such counsel's knowledge, threatened in any way affecting the existence of BNY or the titles of its directors or officers to their respective offices, or seeking to restrain or enjoin the issuance, sale or delivery of the Bonds, the application of proceeds thereof in accordance with the Indenture, or in any way contesting or affecting the Bonds or the Authority Documents to which BNY is a party.

(15) Evidence satisfactory to the Representative that Standard & Poor's Rating Services has assigned a rating of "___" to the Bonds and that such rating has not been revoked or downgraded;

(16) Two copies of the Official Statement, executed by the Executive Director or other authorized officer of the Authority, delivered in accordance with Section 3 hereof;

(17) A certified copy of the proceedings relating to authorization and approval of the Measure M Sales Tax, including: (i) a certified copy of the Ordinance; and (ii) a certification from the Registrar of Voters in the County of Sonoma concerning results of the November 2, 2004 election;

(18) A certificate, dated the Closing Date, of an authorized officer of BNY, substantially in the form attached as Exhibit D hereto, and a certificate evidencing signature authority and incumbency;

(19) A copy of the executed Agreement for State Administration of Transactions and Use Tax, between the Authority and the California State Board of Equalization, including all amendments thereto, and such other documentation as shall evidence the delivery of instructions by the Authority to the California State Board of Equalization regarding deposit of Measure M Sales

Tax Sales Tax Revenues with BNY, as trustee, referenced in Section 5.01 of the Indenture;

(20) California Debt and Investment Advisory Commission filings;

(21) Internal Revenue Service Form 8038-G relating to the Bonds; and

(22) Such additional legal opinions, certificates, proceedings, instruments and other documents as the Representative, Underwriters' Counsel or Bond Counsel may reasonably deem necessary to evidence the truth and accuracy as of the time of the Closing of the representations and warranties of the Authority contained in this Bond Purchase Contract and the due performance or satisfaction by the Authority at or prior to such time of all covenants and agreements then to be performed and all conditions then to be satisfied by the Authority pursuant to this Bond Purchase Contract.

9. Termination. If the Authority shall be unable to satisfy the conditions of the Underwriters' obligations contained in this Bond Purchase Contract or if the Underwriters' obligations shall be terminated for any reason permitted by this Bond Purchase Contract, this Bond Purchase Contract may be cancelled by the Representative at, or at any time prior to, the Closing. Notice of such cancellation shall be given to the Authority in writing, or by telephone confirmed in writing. Notwithstanding any provision herein to the contrary, the performance of any and all obligations of the Authority hereunder and the performance of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Representative in its sole discretion.

The Underwriters shall also have the right, prior to the Closing, to cancel their obligation to purchase the Bonds, by written notice to the Authority, if between the date hereof and the Closing:

(a) any event occurs or information becomes known, which, in the reasonable professional judgment of the Representative, makes untrue any statement of a material fact set forth in the Official Statement or results in an omission to state a material fact necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading;

(b) the market for the Bonds or the market prices of the Bonds or the ability of the Underwriters to enforce contracts for the sale of the Bonds shall have been materially and adversely affected, in the reasonable professional judgment of the Representative, by:

(1) legislation enacted by the Congress of the United States, or passed by either house of the Congress, or favorably reported for passage to either house of the Congress by any Committee of such house to which such legislation has been referred for consideration, or by the legislature of the State; or a decision

rendered by a court of the United States or the State or by the United States Tax Court, or a ruling, order, or regulation (final or temporary) made by the Treasury Department of the United States or the Internal Revenue Service or other federal or State authority, would have the effect of changing, directly or indirectly, the federal income tax consequences or state income tax consequences of interest on obligations of the general character of the Bonds in the hands of the owners thereof; or

(2) the outbreak or escalation of hostilities involving the United States, or the declaration by the United States of a national emergency or war, or the occurrence of any other calamity or crisis the effect of which on financial markets is such as to make it, in the sole judgment of the Underwriters, impractical or inadvisable to proceed with the offering or delivery of the Bonds as contemplated by the Official Statement (exclusive of any amendment or supplement thereto); or

(3) a general suspension of trading on the New York Stock Exchange, or fixing of minimum or maximum prices for trading or maximum ranges for prices for securities on the New York Stock Exchange, whether by virtue of a determination by that Exchange or by order of the Securities and Exchange Commission or any other governmental authority; or

(4) a general banking moratorium declared by federal, State or New York authorities having jurisdiction; or

(c) additional material restrictions not in force or being enforced as of the date hereof shall have been imposed upon trading in securities generally by any governmental authority or by any national securities exchange which, in the reasonable professional judgment of the Representative, materially and adversely affect the market or market price for the Bonds; or

(d) an event described in paragraph (m) of Section 7 hereof shall have occurred which, in the reasonable professional judgment of the Representative, requires the preparation and publication of a supplement or amendment to the Official Statement; or

(e) any litigation shall be instituted or be pending at the Closing to restrain or enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting any authority for or the validity of the proceedings authorizing and approving the Measure M Sales Tax or the rates, levy or collection thereof, the Bonds, the Act, [the Refunding Bond Law,] the Ordinance, the Bond Resolution, the Authority Documents or the existence or powers of the Authority with respect to its obligations under the Authority Documents or the Bonds; or

(f) any rating of the Bonds by a national rating agency shall have been withdrawn or downgraded.

If the Representative terminates its obligation to purchase the Bonds because any of the conditions specified in Section 6, Section 8 or this Section 9 shall not have been fulfilled at or before the Closing, such termination shall not result in any liability on the part of the Underwriters.

10. Conditions to Obligations of the Authority. The performance by the Authority of its obligations is conditioned upon (i) the performance by the Underwriters of their obligations hereunder and (ii) receipt by the Authority and the Representative of the opinions and certificates being delivered at the Closing by persons and entities other than the Authority.

11. [Indemnification.] The Authority shall indemnify and hold harmless, to the extent permitted by law, each of the Underwriters and its employees and agents and each person who controls any Underwriter within the meaning of Section 15 of the Securities Act of 1933 (the "1933 Act") (any such person being therein sometimes called an "Indemnified Party"), against any and all losses, claims, damages or liabilities, joint or several, to which such Indemnified Party may become subject under any statute or at law or in equity or otherwise, and shall promptly reimburse any such Indemnified Party for any reasonable legal or other expenses incurred by it in connection with investigating any claims against it and defending any actions, insofar as such losses, claims, damages, liabilities or actions arise out of or are based upon (i) any untrue statement of a material fact contained in the Preliminary Official Statement (other than with respect to the Excluded Information) or any amendment or supplement thereof, or in the Official Statement (other than with respect to the Excluded Information) or any amendment or supplement thereof, or (ii) the omission or alleged omission to state therein a material fact required to be stated therein or which is necessary to make the statements made therein, in the light of the circumstances under which they were made, not misleading. This indemnity agreement shall not be construed as a limitation on any other liability which the Authority may otherwise have to any Indemnified Party, provided that in no event shall the Authority be obligated for double indemnification.

An Indemnified Party shall, promptly after the receipt of notice of the commencement of any action against such Indemnified Party in respect of which indemnification may be sought against the Authority, notify the Authority in writing of the commencement thereof, but the omission to notify the Authority of any such action shall not relieve the Authority from any liability which it may have to such Indemnified Party otherwise than under the indemnity agreement contained herein. In case any such action shall be brought against an Indemnified Party and such Indemnified Party shall notify the Authority of the commencement thereof, the Authority may, or if so requested by such Indemnified Party shall, participate therein or assume the defense thereof, with counsel satisfactory to such Indemnified Party, and after notice from the Authority to such Indemnified Party of an election so to assume the defense thereof, the Authority will not be liable to such Indemnified Party under this paragraph for any legal or other expenses subsequently incurred by such Indemnified Party in connection with the defense thereof other than reasonable costs of investigation. If the Authority shall not have employed counsel to have charge of the defense of any such action or if the Indemnified Party shall have reasonably concluded that there may be defenses available to it or them which are different from or additional to those available to the Authority (in which case the Authority shall not have the right to direct the defense of such action on behalf of such Indemnified Party), such

Indemnified Party shall have the right to retain legal counsel of its own choosing and reasonable legal and other expenses incurred by such Indemnified Party shall be borne by the Authority.

The Authority shall not be liable for any settlement of any such action effected without its consent by any Indemnified Party, which consent shall not be unreasonably withheld, but if settled with the consent of the Authority or if there be a final judgment for the plaintiff in any such action against the Authority or any Indemnified Party, with or without the consent of the Authority, the Authority agrees to indemnify and hold harmless such Indemnified Party to the extent provided herein.

In order to provide for just and equitable contribution in circumstances in which indemnification hereunder is for any reason held to be unavailable from the Authority, to the extent permitted by law, the Authority and each of the Underwriters shall contribute to the aggregate losses, claims, damages and liabilities (including any investigation, legal and other expenses incurred in connection with, and any amount paid in settlement of, any action, suit or proceeding or any claims asserted, to which the Authority and the Underwriters may be subject) in such proportion so that each of the Underwriters is responsible for that portion represented by the percentage that the underwriting discount set forth in the Official Statement bears to the public offering price appearing thereon and the Authority is responsible for the balance; provided, however, that no person guilty of fraudulent misrepresentation (within the meaning of Section 11(f) of the 1933 Act) shall be entitled to contribution from any person who was not guilty of such fraudulent misrepresentation. For purposes of this paragraph, each person, if any, who controls an Underwriter within the meaning of the 1933 Act shall have the same rights to contribution as such Underwriter. Any party entitled to contribution will, promptly after receipt of notice of commencement of any action, suit or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this paragraph, notify such party or parties from whom contribution may be sought, but the omission so to notify shall not relieve that party or parties from whom contribution may be sought from any other obligation it or they may have hereunder or otherwise than under this paragraph. No party shall be liable for contribution with respect to any action or claim settled without its consent.

Each of the Underwriters agrees, severally and not jointly, to indemnify and hold harmless the Authority, its officers and its employees, but only with reference to statements and information furnished to the Authority by such Underwriter for use in the Preliminary Official Statement or any amendment or supplement thereto and in the Official Statement or any amendment or supplement thereto.]

12. Expenses. All expenses and costs incident to the authorization, execution, delivery and sale of the Bonds to the Underwriters, including the costs of printing of the Bonds, the cost of posting and printing the Preliminary Official Statement and the Official Statement, the cost of duplicating the Authority Documents, the fees of accountants, financial advisors, consultants and rating agencies, the initial fees of BNY, as trustee and as escrow agent, and the Dissemination Agent and their counsel in connection with the issuance of the Bonds and the fees and expenses of Bond Counsel shall be paid from the proceeds of the Bonds. In the event that the Bonds for any reason are not issued, or to the extent proceeds of the Bonds are insufficient or

unavailable therefor, any fees, costs and expenses owed by the Authority, which otherwise would have been paid from the proceeds of the Bonds, shall be paid by the Authority.

All out-of-pocket expenses of the Underwriters, including traveling and other expenses and California Debt and Investment Advisory Commission fees, shall be paid by the Underwriters. The Authority shall pay for any expenses (included in the expense component of the Underwriters' discount) incurred by the Underwriters on behalf of the Authority's employees which are incidental to implementing this Bond Purchase Contract, including, but not limited to, meals, transportation and lodging of those employees.

13. Notices. Any notice or other communication to be given to the Authority under this Bond Purchase Contract (other than the acceptance hereof as specified in Section 1 hereof) may be given by delivering the same in writing to the Executive Director, Sonoma County Transportation Authority, 490 Mendocino Avenue, Suite 206, Santa Rosa, California 95401; any notice or other communication to be given to the Underwriters under this Bond Purchase Contract may be given by delivering the same in writing to _____, Attention: _____.

14. Governing Law. The validity, interpretation and performance of this Bond Purchase Contract shall be governed by the laws of the State of California.

15. Parties in Interest. This Bond Purchase Contract when accepted by the Authority in writing as heretofore specified shall constitute the entire agreement between the Authority and the Underwriters and is solely for the benefit of the Authority and the Underwriters. No other person shall acquire or have any right hereunder or by virtue hereof. All representations, warranties and agreements of the Authority in this Bond Purchase Contract shall remain operative and in full force and effect, regardless of (a) any investigation made by or on behalf of the Underwriters, (b) delivery of and payment for the Bonds hereunder, and (c) any termination of this Bond Purchase Contract.

16. Headings. The headings of the paragraphs of this Bond Purchase Contract are inserted for convenience only and shall not be deemed to be a part hereof.

17. Effectiveness. This Bond Purchase Contract shall become effective upon the execution of the acceptance hereof by the Authority and shall be valid and enforceable at the time of such acceptance.

18. Counterparts. This Bond Purchase Contract may be executed in several counterparts, which together shall constitute one and the same instrument.

[UNDERWRITERS]

By: [REPRESENTATIVE]

By: _____
Authorized Officer

Accepted by:

SONOMA COUNTY
TRANSPORTATION AUTHORITY

By: _____
Executive Director

ATTACHMENT I

List of Underwriters

SCHEDULE I

\$ _____ Sonoma County Transportation Authority Sales Tax Revenue Bonds
(Limited Tax Bonds), Series 2015 [A/B]

EXHIBIT A

Proposed Form of Supplemental Opinion of Bond Counsel

[Closing Date]

EXHIBIT B

Proposed Form of Opinion of Authority Counsel

[Closing Date]

EXHIBIT C

Proposed Form of Opinion of Underwriters' Counsel

[Closing Date]

EXHIBIT D

Proposed Form of Certificate of Trustee and Escrow Agent

CERTIFICATE OF [TRUSTEE AND ESCROW AGENT]

The undersigned, _____ (the "Bank"), as trustee and as escrow agent, does hereby certify that:

1. This Certificate is being provided in connection with the issuance and delivery of the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B] (the "Bonds"), being issued and delivered in the aggregate principal amount of \$_____, pursuant to the Indenture, dated as of January 1, 2008, as supplemented by the First Supplemental Indenture, dated as of January 1, 2008, by the Second Supplemental Indenture, dated as of January 1, 2011, and by the Third Supplemental Indenture, dated as of May 1, 2015 (hereinafter collectively referred to as the "Indenture"), between the Sonoma County Transportation Authority (the "Authority") and the Bank.

2. The Bank is a national banking association duly organized and validly existing under and by virtue of the laws of the United States of America, has all requisite power, including trust powers, and authority: (a) to accept, execute, deliver, and perform all of its obligations as trustee under and pursuant to the Indenture; (b) to accept, execute, deliver, and perform all of its obligations as trustee and as escrow agent under and pursuant to the Escrow Agreement, dated as of May 1, 2015 (the "Escrow Agreement"), between the Authority and the Bank, as trustee and as escrow agent; and (c) to take all actions required of it under the Indenture, the Escrow Agreement and the Bonds.

3. The Indenture has been duly authorized, executed and delivered by the Bank.

4. The Escrow Agreement has been duly authorized, executed and delivered by the Bank.

5. Pursuant to Section 2.04 of the Indenture, the Bonds were authenticated in the name and on behalf of the undersigned by authorized signatories of the undersigned, duly authorized to so authenticate the Bonds, were registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), the depository for the Bonds, and are being held by the Bank, as trustee, as FAST Agent for DTC pursuant to the Indenture and the Order of the Authority, dated the date hereof, and as directed by _____, acting on behalf of itself and as representative of the other underwriters of the Bonds.

5. The Bank has duly accepted the trusts created pursuant to the Indenture and the Escrow Agreement (hereinafter collectively referred to as the "Bank Documents") and such acceptance and performance by the Bank of its obligations in accordance with the Bank Documents will not contravene the articles of incorporation or bylaws of the Bank or, to the best

knowledge of the Bank, conflict with or constitute a breach of or a default under any law, administrative or governmental regulation, consent, decree, order, indenture, contract or other agreement or instrument to which the Bank is subject or bound or by which any of its assets is bound, and the performance of the obligations of the Bank under the Indenture has been duly authorized by all necessary corporate action.

6. To the best knowledge of the Bank, all approvals, consents and orders of any governmental authority or agency having jurisdiction in the matter, receipt of which would constitute a condition precedent to the performance by the Bank of its obligations under the Bank Documents (other than with respect to compliance with federal and state securities laws as to which no certification is provided) have been obtained and are in full force and effect.

7. To the best knowledge of the Bank, no litigation has been served on the Bank or is threatened (either in state or federal courts): (a) in any way contesting the existence or powers of the Bank or the Bank's ability to fulfill its obligations under the Bank Documents; (b) to restrain or enjoin the authentication or delivery of any of the Bonds by the Bank; or (c) in any way contesting or affecting any authority for the issuance, sale or delivery of the Bonds.

IN WITNESS WHEREOF, _____, as trustee and as escrow agent, has caused this Certificate to be executed by its officer thereunto duly authorized this ___ day of May, 2015.

[TRUSTEE AND ESCROW AGENT], as Trustee and
as Escrow Agent

By: _____
Authorized Officer

CONTINUING DISCLOSURE AGREEMENT

This Continuing Disclosure Agreement (this "Disclosure Agreement") is executed and delivered by the Sonoma County Transportation Authority (the "Issuer") and Digital Assurance Certification, L.L.C., as dissemination agent (the "Dissemination Agent"), in connection with the issuance of \$[Par Amount] Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A and Series 2015 B] (the "Bonds"). The Bonds are being issued pursuant to an Indenture, dated as of January 1, 2008 (the "Original Indenture"), as supplemented, including as supplemented by a First Supplemental Indenture thereto, dated as of January 1, 2008, by a Second Supplemental Indenture thereto, dated as of January 1, 2011, and by a Third Supplemental Indenture thereto, dated as of May 1, 2015 (the Original Indenture, as so supplemented and as it may hereafter be further supplemented and amended, the "Indenture"), between the Issuer and _____, as trustee (the "Trustee"). The Issuer and the Dissemination Agent covenant and agree as follows:

SECTION 1. Purpose of this Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Issuer and the Dissemination Agent for the benefit of the Holders and Beneficial Owners of the Bonds (as such term is defined herein) and in order to assist the Participating Underwriters (as such term is defined herein) in complying with Securities and Exchange Commission Rule 15c2-12(b)(5).

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

Annual Report shall mean any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

Audited Financial Statements shall mean the audited financial statements of the Issuer and the audited financial statements of the Sonoma County Transportation Authority Measure M Fund, including in each case, the independent auditor's report thereon.

Beneficial Owner shall mean any person which has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries).

Disclosure Representative shall mean the Executive Director of the Issuer or her or his designee or such other officer or employee as the Issuer shall designate in writing to the Dissemination Agent from time to time.

Dissemination Agent shall mean Digital Assurance Certification, L.L.C., or any successor Dissemination Agent designated in writing by the Issuer.

Listed Events shall mean any of the events listed in Section 5(a) or Section 5(b) of this Disclosure Agreement.

Participating Underwriter shall mean any of the original underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

Repository shall mean the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule.

Rule shall mean Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

SEC shall mean the Securities and Exchange Commission or any successor agency thereto.

State shall mean the State of California.

SECTION 3. **Provision of Annual Reports.**

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than seven (7) months after the end of the Issuer's Fiscal Year (presently June 30), commencing with the Annual Report for the Fiscal Year ending June 30, 2015, provide to the Repository an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. Each Annual Report must be submitted in electronic format, accompanied by such identifying information as is prescribed by the Repository, and may include by reference other information as provided in Section 4 of this Disclosure Agreement; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date. If the Issuer's Fiscal Year changes, it shall give notice of such change in the same manner as for a Listed Event under Section 5(f).

(b) Not later than two (2) Business Days prior to the date specified in subsection (a) for providing the Annual Report to the Repository, the Issuer shall provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). The Issuer shall provide a written certification with each Annual Report furnished to the Dissemination Agent and the Trustee to the effect that such Annual Report constitutes the Annual Report required to be furnished by it hereunder. The Dissemination Agent and the Trustee may conclusively rely upon such certification of the Issuer and shall have no duty or obligation to review such Annual Report. If by such date, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Issuer to determine if the Issuer is in compliance with the first sentence of subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the Repository by the date required in subsection (a), the Dissemination Agent shall send a notice, in electronic format, to the Repository; such notice to be in substantially the form attached as Exhibit A to this Disclosure Agreement.

(d) If the Annual Report is delivered to the Dissemination Agent for filing, the Dissemination Agent shall upon verification of filing, file a report with the Issuer and (if the

Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Disclosure Agreement, and stating the date it was provided.

SECTION 4. Content of Annual Reports. The Issuer's Annual Report shall contain or include by reference the following:

(a) The Audited Financial Statements of the Issuer for the prior Fiscal Year, prepared in accordance with generally accepted accounting principles as promulgated to apply to governmental entities from time to time by the Governmental Accounting Standards Board. If the Audited Financial Statements are not available by the time the Annual Report is required to be filed pursuant to Section 3(a), the Annual Report shall contain unaudited financial statements in a format similar to the financial statements contained in the final Official Statement, dated [OS Date] relating to the Bonds (the "Official Statement") and the Audited Financial Statements shall be filed in the same manner as the Annual Report when such Audited Financial Statements become available.

(b) The debt service schedule for the Bonds, if there have been any unscheduled redemptions, retirements or defeasances, and the debt service on any additional parity bonds issued, in each case during the prior Fiscal Year.

(c) The actual Sales Tax Revenues for the prior Fiscal Year consistent with the information concerning Sales Tax Revenues set forth in the Official Statement under the caption ["The Sales Tax - Historical Sales Tax Revenues."]

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Issuer or related public entities, which have been filed with the Repository or the SEC. If the document included by reference is a final official statement, it must be available from the Repository. The Issuer shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events.

(a) The Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds not later than ten (10) Business Days after the occurrence of the event:

1. principal and interest payment delinquencies;
2. unscheduled draws on the debt service reserves reflecting financial difficulties;
3. unscheduled draws on credit enhancements reflecting financial difficulties;
4. substitution of credit or liquidity providers, or their failure to perform;
5. issuance by the Internal Revenue Service of a proposed

or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);

6. tender offers;
7. defeasances;
8. rating changes; or
9. bankruptcy, insolvency, receivership or similar event of the Issuer.

Note: for the purposes of the event identified in subsection (9) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Bonds, if material, not later than ten (10) Business Days after the occurrence of the event:

1. unless described in paragraph 5(a)(5), other material notices or determinations by the Internal Revenue Service with respect to the tax status of the Bonds or other material events affecting the tax status of the Bonds;
2. modifications to rights of Bondholders;
3. Bond calls;
4. release, substitution, or sale of property securing repayment of the Bonds;
5. non-payment related defaults;
6. consummation of a merger, consolidation, or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or

7. appointment of a successor or additional trustee or a change of name of a trustee.

(c) The Issuer shall give, or cause to be given, in a timely manner, notice of a failure to provide the annual financial information on or before the date specified in Section 3, as provided in Section 3(a).

(d) Whenever the Issuer obtains of the occurrence of a Listed Event described in Section 5(b), the Issuer shall determine if such event would be material under applicable federal securities laws.

(e) If the Issuer learns of the occurrence of a Listed Event described in Section 5(a), or determines that knowledge of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the Issuer shall within ten (10) Business Days of occurrence file, or cause to be filed, a notice of such occurrence with the Repository in electronic format, accompanied by such identifying information as is prescribed by the Repository. Notwithstanding the foregoing, notice of the Listed Event described in subsections (a)(7) or (b)(3) need not be given under this subsection any earlier than the notice (if any) of the underlying event is given to Holders of affected Bonds pursuant to the Indenture.

(f) The Dissemination Agent shall, within one (1) Business Day, or as soon thereafter as reasonably practicable, of obtaining actual knowledge of the occurrence of any of the Listed Events described in Section 5(b), contact the Disclosure Representative, inform such person of the event, and request that the Issuer promptly notify the Dissemination Agent in writing whether or not to report the event pursuant to subsection (j). The Dissemination Agent shall have no responsibility to determine the materiality of any of the Listed Events described in Section 5(b). In the absence of such direction from the Issuer (upon which the Dissemination Agent may conclusively rely), the Dissemination Agent shall not report such event unless such event is otherwise required to be reported by the Trustee to the Bondholders under the Indenture.

(g) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event described in Section 5(b), whether because of a notice from the Dissemination Agent pursuant to subsection (f) or otherwise, the Issuer shall as soon as possible determine if such event would be material under applicable federal securities laws.

(h) If the Issuer has determined that knowledge of the occurrence of a Listed Event described in Section 5(b) would be material under applicable federal securities laws, the Issuer shall promptly notify the Dissemination Agent in writing. Such notice shall instruct the Dissemination Agent to report the occurrence pursuant to subsection (j).

(i) If in response to a request under subsection (f), the Issuer determines that the Listed Event described in Section 5(b) would not be material under applicable federal securities laws, the Issuer shall so notify the Dissemination Agent in writing and instruct the Dissemination Agent not to report the occurrence pursuant to subsection (j).

(j) If the Dissemination Agent has been instructed by the Issuer to report the occurrence of a Listed Event described in Section 5(b), the Dissemination Agent shall file a

notice of such occurrence with the Repository such notice to be filed within ten (10) Business Days and in electronic format, accompanied by such identifying information as is prescribed by the Repository.

SECTION 6. Format for Filings with the Repository. Any notice, report or filing with the Repository pursuant to this Disclosure Agreement must be submitted in electronic format, in word searchable pdf format, accompanied by such identifying information as is prescribed by the Repository. Until otherwise designated by the Repository or the SEC, filings with the Repository are to be made through the Electronic Municipal Market Access (EMMA) website of the Municipal Securities Rulemaking Board, which is currently located at <http://emma.msrb.org>.

SECTION 7. Termination of Reporting Obligation. The obligations of the Issuer and the Dissemination Agent under this Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds.

SECTION 8. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Agreement. If at any time there is not any other designated Dissemination Agent, the Issuer shall function as the Dissemination Agent and agrees to perform all functions of the Dissemination Agent under this Disclosure Agreement. The initial Dissemination Agent shall be Digital Assurance Certification, L.L.C. The Dissemination Agent may resign by providing thirty (30) days written notice to the Issuer.

SECTION 9. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Issuer and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment so requested by the Issuer), provided, however, that the Dissemination Agent shall not be obligated to enter into any such amendment that modifies or increases its duties or obligations hereunder), and any provision of this Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions of Sections 3(a), 4, 5 (a) or 5(b), such amendment may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the Bonds, or the type of business conducted;

(b) This Disclosure Agreement, as amended or taking into account the waiver proposed, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(c) The amendment or waiver either: (i) is approved by the Holders of the Bonds in the same manner as provided in the Indenture with respect to amendments to the Indenture which require the consent of Holders; or (ii) is supported by an opinion of counsel expert in federal securities laws acceptable to the Issuer and the Dissemination Agent to the effect that such amendment or waiver does not materially impair the interests of the Holders of the Bonds and would not, in and of itself, cause the undertaking pursuant to this Disclosure Agreement to violate the Rule.

In the event of any amendment or waiver of a provision of this Disclosure Agreement, the Issuer shall describe such amendment in the next Annual Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Issuer. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements: (i) notice of such change shall be given in the same manner as for a Listed Event under Section 5(f); and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

SECTION 10. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Agreement, the Issuer shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 11. Remedies in Event of Default. In the event of a failure of the Issuer or the Dissemination Agent to comply with any provision of this Disclosure Agreement, any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer or the Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Agreement in the event of any failure of the Issuer or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 12. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement, and the Issuer agrees to indemnify and save the Dissemination Agent and its officers, directors, employees and agents, harmless against any loss, expense and liabilities which they may incur arising out of or in the exercise or performance of their powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any

claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds. The Dissemination Agent shall be paid compensation by the Issuer for its services provided hereunder in accordance with its schedule of fees as amended from time to time, and all expenses, legal fees and advances made or incurred by the Dissemination Agent in the performance of its duties hereunder. The Dissemination Agent shall have no duty or obligation to review any information provided to it hereunder and shall not be deemed to be acting in any fiduciary capacity for the Issuer, the Holders, or any other party.

SECTION 13. Notices. Any notices or communications to or among any of the parties to this Disclosure Agreement may be given as follows:

To the Issuer: Sonoma County Transportation Authority
 490 Mendocino Avenue, Suite 206
 Santa Rosa, California 95401
 Attention: Executive Director
 Telephone: (707) 565-5373
 Fax: (707) 565-5370

To the Trustee: [Copy to Come]

 Attention:
 Telephone:
 Fax:

To the Dissemination Digital Assurance Certification, L.L.C.
Agent: 390 North Orange Avenue, Suite 1750
 Orlando, Florida 32801
 Telephone: (407) 515-1100
 Fax: (407) 515-6513

Any person may, by written notice to the other persons listed above, designate a different address or telephone number(s) to which subsequent notices or communications should be sent. Any notice or communication may also be sent by electronic mail, receipt of which shall be confirmed.

SECTION 14. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Trustee, the Dissemination Agent, the Participating Underwriters and Holders and Beneficial Owners from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 15. Governing Law. This Disclosure Agreement shall be governed by the laws of the State of California.

SECTION 16. **Counterparts.** This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Date: _____.

SONOMA COUNTY TRANSPORTATION
AUTHORITY

By _____
Executive Director

DIGITAL ASSURANCE CERTIFICATION, L.L.C.,
as Dissemination Agent

By _____
Authorized Representative

Exhibit A

NOTICE TO REPOSITORY OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Sonoma County Transportation Authority (the "Authority")

Name of Issue: Sonoma County Transportation Authority Sales Tax Revenue Bonds
(Limited Tax Bonds), Series 2015 [A and Series 2015 B]

Date of Issuance: _____

NOTICE IS HEREBY GIVEN that the Authority has not provided an Annual Report with respect to the above-named Bonds as required by Section 6.09 of the Indenture, dated as of January 1, 2008, as supplemented, between the Authority and _____, as trustee. [The Authority anticipates that the Annual Report will be filed by _____.]

Dated: _____

DIGITAL ASSURANCE CERTIFICATION L.L.C.,
as dissemination agent

cc: Sonoma County Transportation Authority

ESCROW AGREEMENT

between

SONOMA COUNTY TRANSPORTATION AUTHORITY

and

[TRUSTEE AND ESCROW AGENT]
as Trustee and Escrow Agent

Dated as of May 1, 2015

Relating to

Sonoma County Transportation Authority Sales Tax Revenue Bonds
(Limited Tax Bonds), Series 2008

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ESCROW AGREEMENT

This Escrow Agreement, dated as of May 1, 2015 (this "Escrow Agreement"), is entered into by the Sonoma County Transportation Authority, a local transportation authority duly organized and existing under the laws of the State of California (the "Authority"), and _____, a national banking association duly organized and existing under and by virtue of the laws of the United States of America, as trustee (___ acting in such capacity being hereinafter referred to as the "Trustee") and as escrow agent (___ acting in such capacity being hereinafter referred to as the "Escrow Agent").

WITNESSETH:

WHEREAS, the Authority has heretofore issued \$46,075,000 aggregate principal amount of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2008 (the "Series 2008 Bonds"), \$40,170,000 of which are outstanding, pursuant to an Indenture, dated as of January 1, 2008, as supplemented and amended by a First Supplemental Indenture, dated as of January 1, 2008, and by a Second Supplemental Indenture, dated as of January 1, 2011 (hereinafter collectively referred to as the "Existing Indenture"), between the Authority and the Trustee;

WHEREAS, in order to obtain debt service savings and certain other benefits, the Authority has determined to advance refund and defease all of the Series 2008 Bonds and is issuing \$[Par Amount] aggregate principal amount of Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B] (the "Series 2015 Bonds") pursuant to the Existing Indenture, as further supplemented by a Third Supplemental Indenture, dated as of May 1, 2015 (the "Third Supplemental Indenture," and together with the Existing Indenture, hereinafter collectively referred to as "Indenture"), between the Authority and the Trustee, in part to provide funds to advance refund and defease the Series 2008 Bonds;

WHEREAS, the Indenture provides for the transfer and deposit of certain proceeds of the 2015 Series Bonds to an escrow fund (the "Escrow Fund") created hereunder, such proceeds to be applied, together with certain other funds held on deposit with the Trustee and transferred to the Escrow Fund, to advance refund and defease the Series 2008 Bonds; and

WHEREAS, the amount deposited in the Escrow Fund shall be in such amount as is necessary, together with interest earnings thereon, to insure the full and timely payment of the Series 2008 Refunding Requirements (as hereinafter defined);

NOW, THEREFORE, in consideration of the mutual agreements herein contained, in order to secure the payment of the Series 2008 Refunding Requirements as heretofore provided, the parties hereto mutually undertake, promise and agree for themselves, their respective representatives, successors and assigns, as follows:

Section 1. Definitions.

As used in this Escrow Agreement the following terms have the following meanings:

Escrow Agent means _____ or any successor thereto appointed to act as Escrow Agent under this Escrow Agreement.

Escrow Fund means the fund by that name created pursuant to Section 2 hereof.

Escrowed Government Securities means those certain Government Securities described in Exhibit A to this Escrow Agreement.

Government Securities means securities of the type meeting the requirements for defeasance specified in Section 10.03 of the Indenture.

Series 2008 Refunding Requirements means all installments of principal and interest on the Series 2008 Bonds, which are due on December 1 and June 1 in each of the years commencing on the date hereof and concluding when all the Series 2008 Bonds will be paid at maturity or redeemed, as such payments become due, as set forth in Exhibit B to this Escrow Agreement.

Series 2015 Bonds means the Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015 [A/B], issued pursuant to the Indenture.

Verification Report means the verification report, dated [Verification Report Date], prepared by the Verification Agent.

Verification Agent means [Name of Verification Agent].

All other capitalized terms used but not defined herein shall have the respective meanings given to such terms in the Indenture.

Section 2. Creation and Purpose of Escrow Fund.

A. The Escrow Fund is hereby created and established with the Escrow Agent as a special and irrevocable trust fund. The Escrow Agent shall keep the Escrow Fund separate and apart from all other funds and moneys held by it and shall hold the Escrow Fund in trust for the purposes described herein. All Government Securities and moneys in the Escrow Fund are hereby irrevocably pledged, subject to the provisions of Section 4 and Section 7 hereof, to secure the payment of the Series 2008 Bonds.

B. On the date of issuance of the Series 2015 Bonds, the Escrow Agent shall deposit \$_____ into the Escrow Fund, consisting \$_____ from the proceeds of the Series 2015 Bonds received from the Trustee and \$_____ received from the Trustee from moneys currently on deposit in the Series 2008 Bond Reserve Fund established under the Indenture. Such amount shall be sufficient for the purchase of the Escrowed Government Securities identified in Exhibit A to this Escrow Agreement and to make the cash deposit to the Escrow Fund identified in Exhibit A and shall be used by the Escrow Agent to purchase the Escrowed Government Securities identified in Exhibit A to this Escrow Agreement and make such cash deposit on the date of issuance of the Series 2015 Bonds. The principal of and interest on the Escrowed Government Securities and any uninvested cash held hereunder in the Escrow

Fund shall be applied by the Escrow Agent to the payment of the Series 2008 Refunding Requirements.

C. As verified by the Verification Report, the Escrowed Government Securities are such that, if interest thereon and principal thereof are paid when due, the proceeds from the collection of such interest and principal, together with any uninvested cash held hereunder in the Escrow Fund, will be sufficient to meet the Series 2008 Refunding Requirements. The Escrow Agent may rely upon the conclusion of the Verification Agent that the Escrowed Government Securities listed in Exhibit A will mature and bear interest payable in such amounts and at such times as, together with cash on deposit in the Escrow Fund, will be necessary and sufficient to pay when due the principal of and interest on the Series 2008 Bonds to their date of maturity or redemption, as applicable.

D. The Escrow Agent shall hold all Escrowed Government Securities in the Escrow Fund whether acquired as initial investments, subsequent investments or reinvestments hereunder, and the money received from time to time as principal and interest thereon, in trust, to secure, and for the payment of, the Series 2008 Refunding Requirements and shall collect the principal of and interest on such Escrowed Government Securities held by it hereunder in the Escrow Fund promptly as such principal and interest become due.

Section 3. Payment and Redemption of Series 2008 Bonds; Notice of Redemption.

A. The Escrow Agent, acting as Trustee, is hereby irrevocably instructed to pay the principal and interest on the Series 2008 Bonds maturing on and prior to December 1, 2017 at the times and places and in the manner specified in the Indenture, such payment to be made from the Escrow Fund.

B. The Escrow Agent, acting as Trustee, is hereby irrevocably instructed to redeem all Series 2008 Bonds maturing on or after December 1, 2018 on December 1, 2017 (the "Redemption Date"), at a redemption price of 100% of the principal amount thereof, together with the interest accrued thereon to the Redemption Date, at the times and places and in the manner specified in the Indenture, such payment to be made from the Escrow Fund. The Escrow Agent, acting as Trustee, is hereby further instructed to give notice of such redemption of the Series 2008 Bonds at the time and in the manner provided in Section 4.02 of the Indenture and in accordance with Section 10.03 of the Indenture.

Section 4. Investment of Escrow Fund; Substitution; Reinvestment.

A. The Authority and the Escrow Agent each shall take all remaining necessary action to have issued and registered in the name of the Escrow Agent, for the account of the Escrow Fund, the Escrowed Government Securities.

B. There shall be no exchange or substitution of the Escrowed Government Securities except upon: (i) the written direction of the Authority; (ii) receipt by the Authority and the Trustee of a new verification report, prepared by an independent certified public accountant, verifying the sufficiency of the amount of Escrowed Government Securities and cash

on deposit in the Escrow Fund; and (iii) receipt of an opinion of nationally recognized bond counsel to the effect that such exchange or substitution will not adversely affect the exemption from federal income tax of interest on the Series 2008 Bonds or the Series 2015 Bonds. The Escrow Agent shall not be liable or responsible for any loss resulting from any substitution of securities made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

C. Except as otherwise provided herein, the Escrow Agent shall not reinvest any cash portion of the Escrow Fund and shall hold such cash portion uninvested in such Escrow Fund; provided, however, that after receiving (i) an opinion of nationally recognized bond counsel to the effect that such reinvestment will not adversely affect the exemption from federal income taxation of interest on the Series 2008 Bonds or the Series 2015 Bonds and (ii) a new verification report, prepared by an independent certified public accountant, to the effect that such reinvestment will not adversely affect the sufficiency of the amount of Escrowed Government Securities and cash on deposit in the Escrow Fund, the Escrow Agent may, at the written direction of the Authority, reinvest any cash portion of the Escrow Fund in Government Securities. The Escrow Agent shall not be liable or responsible for any loss resulting from any reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof.

Section 5. Sufficiency of Escrow Fund.

Moneys deposited in the Escrow Fund, including the investment earnings thereon and any uninvested cash, shall be in an amount, as determined by the Authority and as verified by the Verification Report, which at all times shall be sufficient to meet the Series 2008 Refunding Requirements not theretofore met.

If at any time it shall appear to the Escrow Agent that the moneys in the Escrow Fund, including the investment earnings thereon and any uninvested cash, will not be sufficient to meet the Series 2008 Refunding Requirements, the Escrow Agent shall notify the Executive Director, of the Authority of such deficiency in writing as soon as reasonably practicable. Upon receipt of such notice, the Authority shall promptly use its best efforts to pay to the Escrow Agent, from any legally available moneys, and the Escrow Agent shall deposit in the Escrow Fund, the amount necessary to make up the deficiency. The Escrow Agent shall not be liable or responsible for any loss resulting from its failure to give such notice nor from the Authority's failure to make any such payment.

Section 6. Payment of the Series 2008 Bonds.

The Authority hereby requests and irrevocably instructs the Escrow Agent, and the Escrow Agent hereby agrees to collect and deposit in the Escrow Fund the principal of and interest on all Escrowed Government Securities held for the account of such Escrow Fund promptly as such principal and interest become due, and to apply, subject to the provisions of Section 4 hereof, such principal and interest, together with any other moneys and the principal of and interest on any other Government Securities deposited in such Escrow Fund, to the payment

of the principal of and interest on the Series 2008 Bonds for which such Escrow Fund was established at the places and in the manner stipulated in the Indenture.

Section 7. Termination of Escrow Agreement; Written Request of Authority.

When the Escrow Agent shall have transferred, pursuant to Section 6 hereof, such moneys as are required to pay in full and discharge all of the Series 2008 Bonds, the Escrow Agent, after payment of all fees and expenses of the Escrow Agent, shall immediately pay over to the Authority the moneys, if any, then remaining in the Escrow Fund and this Escrow Agreement shall terminate. The Trustee shall promptly pay to the Authority any and all unclaimed moneys on deposit in the Escrow Fund as provided in Section 10.04 of the Indenture and this request shall constitute the Request of the Authority for such purpose.

Section 8. Fees and Costs.

A. The Escrow Agent's fees, expenses and reimbursement for costs incurred for and in carrying out the provisions of this Escrow Agreement have been fixed by separate agreement. The Escrow Agent shall also be entitled to additional fees, expenses and reimbursement for costs incurred, including but not limited to, legal and accounting services in connection with any litigation or other proceedings which may at any time be instituted involving this Escrow Agreement not due to the negligence or willful misconduct of the Escrow Agent.

B. Payments to the Escrow Agent pursuant to this Section 8 shall not be for deposit in the Escrow Fund, and the fees of and the costs incurred by the Escrow Agent shall not be a charge on and in no event shall be deducted from the Escrow Fund.

Section 9. Merger or Consolidation.

Any company into which the Trustee and Escrow Agent may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which the Trustee and Escrow Agent may sell or transfer all or substantially all of its corporate trust business, provided such company shall be eligible under Section 8.01 of the Indenture, shall be the successor to such Trustee and Escrow Agent without the execution or filing of any paper or any further act, notwithstanding anything herein to the contrary.

Section 10. Resignation of Escrow Agent.

The Escrow Agent may resign and be discharged of its duties hereunder, in accordance with the procedures set forth in Article VIII of the Indenture, if and at such time as the Escrow Agent shall be discharged as Trustee under the Indenture. Any successor trustee under the Indenture shall succeed as the Escrow Agent under this Escrow Agreement.

Section 11. Indemnification.

To the extent permitted by law, the Authority hereby assumes liability for, and hereby agrees to indemnify, protect, save and hold harmless the Escrow Agent and its respective successors, assigns, agents and servants from and against any loss, damages, liability or expenses (including legal fees and disbursements) incurred without negligence or willful misconduct on the part of the Escrow Agent and in any way relating to or arising out of the execution and delivery of this Escrow Agreement, the establishment of the Escrow Fund, the retention of the moneys therein and any payment, transfer or other application of moneys, securities or investments by the Escrow Agent in accordance with the provisions of this Escrow Agreement; provided, however, that the Authority shall not be required to indemnify the Escrow Agent against its own negligence or willful misconduct. The indemnities contained in this Section shall survive the termination of this Escrow Agreement.

Section 12. Capacity of Escrow Agent.

The Escrow Agent is entering into this Escrow Agreement in its capacity as Trustee under the Indenture and shall be entitled to the protections, limitations from liability and indemnification afforded in Article VIII of the Indenture. The Escrow Agent shall not be liable or responsible for any loss resulting from any investment or reinvestment made pursuant to this Escrow Agreement and in full compliance with the provisions hereof. Subject to the provisions of Section 7 hereof, moneys held by the Escrow Agent hereunder are to be held and applied for the payment of the Series 2008 Bonds in accordance with the provisions hereof and the provisions of the Indenture.

Section 13. Amendment.

This Escrow Agreement is made for the benefit of the Authority and the registered owners from time to time of the Series 2008 Bonds. This Escrow Agreement shall not be repealed, revoked, altered or amended without the written consent of all such registered owners; provided, however, that the Authority and the Escrow Agent may, without the consent of, or notice to, such registered owners, enter into such agreements supplemental to this Escrow Agreement for any one or more of the following purposes: (i) to cure any ambiguity or inconsistency or formal defect or omission in this Escrow Agreement; (ii) to grant to, or confer upon, the Escrow Agent for benefit of such registered owners any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, such registered owners or the Escrow Agent; (iii) to subject to this Escrow Agreement additional funds, securities or properties; and (iv) to make any other amendment that does not materially adversely affect the rights of any registered owners of the Series 2008 Bonds; provided, however that no such agreement supplemental to this Escrow Agreement shall modify or amend the irrevocable pledge of the Escrow Fund, the provisions requiring delivery of an opinion of nationally recognized bond counsel and a verification report to the Escrow Agent prior to any substitution of securities and the provisions requiring delivery of an opinion of nationally recognized bond counsel and a verification report to the Escrow Agent prior to any reinvestment, without the consent of all registered owners of the Series 2008 Bonds.

Section 14. Notices.

All notices and communications hereunder shall be in writing and shall be deemed to be duly given if received or if sent by email or other electronic means of communication or by first class mail, as follows:

If to the Authority: Sonoma County Transportation Authority
 490 Mendocino Avenue, Suite 206
 Santa Rosa, California 95401
 Attention: Executive Director
 Telephone: (707) 565-5373
 Fax: (707) 565-5370

If to the Escrow Agent: [Copy to Come]

Section 15. Severability.

If any section, paragraph, clause or provision of this Escrow Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Escrow Agreement.

Section 16. Law Governing.

This Escrow Agreement is made in the State of California and is to be construed under the Constitution and laws of such State.

Section 17. Counterparts.

This Escrow Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Sonoma County Transportation Authority has caused this Escrow Agreement to be signed in its name by its duly authorized officer, and _____, has caused this Escrow Agreement to be signed in its name by its duly authorized officer, all as of the day and year first above written.

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: _____
Executive Director

_____, as Trustee and Escrow Agent

By: _____
Authorized Officer

EXHIBIT A

INITIAL CASH DEPOSIT AND ESCROWED GOVERNMENT SECURITIES

Initial Cash Deposit: \$_____

The following securities will be deposited into the Escrow Fund on [Closing Date]: [Copy to Come]

EXHIBIT B

REFUNDING REQUIREMENTS

[Copy to Come]

Post-Issuance Tax Compliance Procedures For Tax-Exempt Bonds

The purpose of these Post-Issuance Tax Compliance Procedures is to establish policies and procedures in connection with tax-exempt bonds ("Bonds") issued by the Sonoma County Transportation Authority (the "Issuer") so as to ensure that the Issuer complies with all applicable post-issuance requirements of federal income tax law needed to preserve the tax-exempt status of the Bonds.

General

Ultimate responsibility for all matters relating to Issuer financings and refinancings rests with the Executive Director (the "Executive Director").

Post-Issuance Compliance Requirements

External Advisors / Documentation

The Executive Director and other appropriate Issuer personnel shall consult with bond counsel and other legal counsel and advisors, as needed, throughout the process of issuing Bonds to identify requirements and to establish procedures necessary or appropriate so that the Bonds will continue to qualify for the appropriate tax status. Those requirements and procedures shall be documented in an Issuer resolution(s), Tax Certificate(s) and/or other documents finalized at or before issuance of the Bonds. Those requirements and procedures shall include future compliance with applicable arbitrage rebate requirements and all other applicable post-issuance requirements of federal tax law throughout (and in some cases beyond) the term of the Bonds.

The Executive Director and other appropriate Issuer personnel also shall consult with bond counsel and other legal counsel and advisors, as needed, following issuance of the Bonds to ensure that all applicable post-issuance requirements in fact are met. This shall include, without limitation, consultation in connection with contracts with respect to the use of Bond-financed assets entered into or amended subsequent to the issuance of the Bonds.

Whenever necessary or appropriate, the Issuer shall engage expert advisors (each a "Rebate Service Provider") to assist in the calculation of arbitrage rebate payable in respect of the investment of Bond proceeds.

Role of the Issuer as Bond Issuer

Unless otherwise provided by Issuer documentation, investment of Bond proceeds shall be managed by the Executive Director. The Executive Director shall maintain records regarding the investment of, and transactions involving, Bond proceeds.

If Issuer documentation provides for Bond proceeds to be administered by a trustee, the trustee shall provide regular, periodic (monthly) statements regarding the investments and transactions involving Bond proceeds.

Arbitrage Rebate and Yield

Unless a Tax Certificate documents that bond counsel has advised that arbitrage rebate will not be applicable to an issue of Bonds:

- the Issuer shall engage the services of a Rebate Service Provider, and the Issuer or the trustee shall deliver periodic statements concerning the investment of Bond proceeds to the Rebate Service Provider on a prompt basis;
- upon request, the Executive Director and other appropriate Issuer personnel shall provide to the Rebate Service Provider additional documents and information reasonably requested by the Rebate Service Provider;
- the Executive Director and other appropriate Issuer personnel shall monitor efforts of the Rebate Service Provider and assure payment of required rebate amounts, if any, no later than 60 days after each 5-year anniversary of the issue date of the Bonds, and no later than 60 days after the last Bond of each issue is redeemed; and
- during the construction period of each capital project financed in whole or in part by Bonds, the Executive Director and other appropriate Issuer personnel shall monitor the investment and expenditure of Bond proceeds and shall consult with the Rebate Service Provider to determine compliance with any applicable exceptions from the arbitrage rebate requirements during each 6-month spending period up to 6 months, 18 months or 24 months, as applicable, following the issue date of the Bonds.

The Issuer shall retain copies of all arbitrage reports and trustee statements as described below under "Record Keeping Requirements."

Use of Bond Proceeds

The Executive Director and other appropriate Issuer personnel shall:

- monitor the use of Bond proceeds and the use of Bond-financed assets (e.g., facilities or equipment) throughout the term of the Bonds (and in some cases beyond the term of the Bonds) to ensure compliance with covenants and restrictions set forth in applicable Issuer documentation, including Tax Certificates;
- maintain records identifying the assets or portion of assets that are financed or refinanced with proceeds of each issue of Bonds;
- consult with bond counsel and other professional expert advisers in the review of any contracts or arrangements involving use of Bond-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable Issuer documentation, including Tax Certificates;

- maintain records for any contracts or arrangements involving the use of Bond-financed facilities as might be necessary or appropriate to document compliance with all covenants and restrictions set forth in applicable Issuer documentation and Tax Certificates; and
- meet at least annually with personnel responsible for Bond-financed assets to identify and discuss any existing or planned use of Bond-financed assets to ensure that those uses are consistent with all covenants and restrictions set forth in applicable Issuer documentation, including Tax Certificates.

All relevant records and contracts shall be maintained as described below.

Record Keeping Requirements

Unless otherwise specified in applicable Issuer documentation or Tax Certificates, the Issuer shall maintain the following documents for the term of each issue of Bonds (including refunding Bonds, if any) plus at least three years:

- a copy of the Bond closing transcript(s) and other relevant documentation delivered to the Issuer at or in connection with closing of the issue of Bonds;
- a copy of all material documents relating to capital expenditures financed or refinanced by Bond proceeds, including (without limitation) construction contracts, purchase orders, invoices, trustee requisitions and payment records, as well as documents relating to costs reimbursed with Bond proceeds and records identifying the assets or portion of assets that are financed or refinanced with Bond proceeds;
- a copy of all contracts and arrangements involving private use of Bond-financed assets; and
- copies of all records of investments, investment agreements, arbitrage reports and underlying documents, including trustee statements.

Date of Adoption: _____.



sonoma county transportation authority



Sonoma County Transportation Authority

2015 Refunding and New Money Sales Tax Revenue Bonds
(as of March 20, 2015)

FEBRUARY						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28

MARCH						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

APRIL						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

MAY						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

JUNE						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

Date	Activity	Responsibility
Friday, March 20 th	Distribute first draft of bond and disclosure documents.	BC/DC
Week of March 23 rd	Conference call to review first draft of bond and disclosure documents.	All
Wednesday, April 1 st	Distribute second draft of bond and disclosure documents.	BC/DC
	Agenda deadline for Authority Board meeting	Authority
Friday, April 3 rd	Distribute first draft of rating agency presentation.	FA
Week of April 6 th	Conference call to discuss second draft of bond and disclosure documents.	All
Monday, April 13 th at 2:30 pm (CA)	Authority Board of Directors approves financing package.	Authority
Wednesday, April 15 th	Distribute third draft of bond and disclosure documents.	BC/DC
	Send credit package to rating agency(ies).	FA

Date	Activity	Responsibility
Friday, April 17 th	Distribute second draft of rating agency presentation.	FA
	Conference call to review rating agency presentation.	Authority, FA
Week of April 20 th	Presentation to rating agency(ies).	Authority, FA
Friday, May 1 st	Receive bond rating(s).	Authority, FA
Tuesday, May 5 th	Post advertisement for sale in <i>The Bond Buyer</i>	BC/DC
	POS posted electronically and distributed to investors.	Authority, FA, DC
Week of May 11 th	Bond Pricing.	D, FA, BC/DC
Week of May 18 th	Comments due on final OS and closing documents.	All
Monday, May 25 th	Memorial Day national holiday.	All
Week of May 25 th	Final Official Statement printed and distributed.	FA, P
	Pre-closing; bond counsel in receipt of all signed documents.	BC/DC
	Bond Closing.	UW

Authority = Sonoma County Transportation Authority
 FA = KNN Public Finance
 BC/DC = (Bond Counsel) Orrick, Herrington & Sutcliffe LLP
 UW = (Underwriter) TBD
 P = (Printer) TBD
 All = Working Group

W:\SCTA.aut\2015 FA\SCTA_2015_Financing-Schedule.doc

Staff Report

To: SCTA and RCPA Board of Directors
From: Suzanne Smith, Executive Director
Item: 4.4.1 - Legal Services Contract with the County of Sonoma
Date: April 13, 2015

Issue:

1. SCTA's contract with the County of Sonoma for legal services has expired; and
2. Proposed RCPA contract for legal services with the County of Sonoma.

Background:

1. The Sonoma County Transportation Authority ("SCTA") contracts with the County of Sonoma ("County") for legal services provided by the Office of the County Counsel. The current contract for these services between SCTA and the County has expired. SCTA and the County propose to enter into a new contract on the same rates as the one that has expired.

As part of approving the contract with the County, SCTA is agreeing to waive any potential conflicts that may occur between the SCTA and the County, or SCTA and any other public entity to whom County Counsel provides legal services, including the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Mendocino County Employees' Retirement Association, Mendocino County Counsel's office and the Sonoma Marin Area Rail Transit District. In the event of a potential of actual conflict, County Counsel will provide the necessary "ethical walls" to ensure SCTA's interests are protected.

2. The Regional Climate Protection Authority ('RCPA') also receives legal services from Sonoma County Counsel's Office; however RCPA has never entered into a formal contract with the County of Sonoma. RCPA and the County propose to enter into a formal contract on the same terms and conditions as the contract between SCTA and the County.

Policy Impacts:

None.

Fiscal Impacts:

None.

Staff Recommendation:

Staff recommends approving the contracts for legal services with the County.

LEGAL SERVICES AGREEMENT

The Sonoma County Transportation Authority (“SCTA”) and the County of Sonoma, (“County”) enter into this agreement for legal services by the Sonoma County Counsel’s Office (“Sonoma County Counsel”), which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon SCTA’s request pursuant to Government Code section 26520.

1. Effective Date.

This Agreement shall be effective upon its signature by both parties, and shall continue in effect until terminated as specified in Section 9.

2. Scope of Services.

Sonoma County Counsel will provide legal services upon request of SCTA, such services may include, but are not limited to, legal consulting services, legal research and advice, and preparation and review of legal and environmental documents and pleadings as may be requested. SCTA is retaining Sonoma County Counsel, not any particular attorney, and the attorney services to be provided to SCTA will not necessarily be performed by a particular attorney.

3. Compensation for Services.

In consideration for Sonoma County Counsel’s performance, SCTA shall pay Sonoma County Counsel the amount determined to be the hourly cost to Sonoma County Counsel of providing such service which is determined every fiscal year when the County of Sonoma adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, SCTA shall be billed for actual costs and reasonable expenses incurred by Sonoma County Counsel in providing services requested by SCTA. The hourly rate for services of Sonoma County Counsel for FY 2014/15 is \$229.00.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Sonoma County Counsel spends on telephone calls relating to SCTA matters, including calls with SCTA and other parties and attorneys. The legal personnel assigned to SCTA matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Sonoma County Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by SCTA to Sonoma County Counsel at the address specified in Section 11 within thirty (30) days of the invoice date. If such timely payment is not made, interest shall accrue at the prime rate.

5. Authorized Representative of SCTA.

The parties understand that Sonoma County Counsel has been retained to represent the interests of SCTA as a whole. In order to facilitate Sonoma County Counsel's representation, the SCTA, or his/her designee, is the authorized representative to direct Sonoma County Counsel and to be the primary person to communicate with Sonoma County Counsel regarding the subject matter of Sonoma County Counsel's representation under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Sonoma County Counsel and other representatives of SCTA.

6. Conflict of Interest.

No attorney shall be assigned to represent or advise SCTA on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide SCTA with substitute counsel.

7. Representational Conflicts.

SCTA understands that Sonoma County Counsel serves as the legal advisor and representative for the County of Sonoma. Sonoma County Counsel also serves as the legal advisor for a number of other separate legal entities including the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Mendocino County Employees' Retirement Association, Mendocino County Counsel's office, the Sonoma Marin Area Rail Transit District, and other local entities and special districts distinct from County government (referred to as "Other Public Entities"). From time to time, the interests of SCTA may potentially conflict with the interests of the County of Sonoma or Other Public Entities, such as in a situation where SCTA and the County of Sonoma both require assistance of Sonoma County Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, Sonoma County Counsel will take all steps necessary to safeguard the confidential information of SCTA in such situations. A copy of Sonoma County Counsel's internal policy governing the management of conflicts of interest is available to SCTA upon request. Upon execution of this Agreement, SCTA agrees to execute the Waiver of Conflict attached as Exhibit A, so that Sonoma County Counsel may continue to represent the County of Sonoma, or Other Public Entities and SCTA in the absence of actual conflict. Further, should an actual conflict develop between SCTA and the County of Sonoma or Other Public Entities, SCTA expressly waives its right to disqualify Sonoma County Counsel from representing the County of Sonoma or Other Public Entities in any matter involving SCTA.

8. Indemnification.

SCTA shall defend, indemnify and hold harmless Sonoma County Counsel, and any of its officers, employees, consultants and agents and each of them, against any losses, claims, damages, obligations, liabilities, attachments, executions, demands, actions and/or proceedings brought by a claimant who is not party to this Agreement, to which Sonoma County Counsel may become subject as a result of: (i) errors contained in information furnished by SCTA or (ii)

the rendering of any services by Sonoma County Counsel. Sonoma County Counsel may select and retain its own counsel in any action or claim subject to this indemnification. If SCTA fails or refuses to defend Sonoma County Counsel, then SCTA shall reimburse Sonoma County Counsel for all expenses and costs (including legal fees and costs) incurred by them in connection with investigating, preparing to defend, or defending any claim for which indemnification is owed.

9. Termination and Withdrawal.

This Agreement may be terminated by SCTA at any time by written thirty (30) day notice to Sonoma County Counsel. Sonoma County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Sonoma County Counsel will retain all records in accordance with Sonoma County Counsel's adopted records retention schedule.

10. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Sonoma County Counsel and SCTA.

11. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For SCTA:
Suzanne Smith
Sonoma County Transportation Authority
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401

For Sonoma County Counsel:
Office of the Sonoma County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

13. Merger.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

15. Authority. The undersigned hereby represents and warrants that they have the authority to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dated: _____, 2015

County of Sonoma

By: _____
Susan Gorin
Chairman, Board of Supervisors

Dated: _____, 2015

Sonoma County Transportation Authority

By: _____
Sarah Glade Gurney
Chairman, Board of Directors

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Sonoma County Counsel (“Sonoma County Counsel”) serves as Sonoma County’s legal advisor and representative in all civil matters; and

WHEREAS, Sonoma County Counsel also serves as the legal advisor for a number of other separate legal entities such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Sonoma County Employees’ Retirement Association, the Mendocino County Employees’ Retirement Association, Mendocino County Counsel’s Office, the Sonoma Marin Area Rail Transit District, and other special districts (referred to as “Other Public Entities”); and

WHEREAS, Sonoma County Counsel may, upon request, represent local governmental entities that are distinct from County government; and

WHEREAS, from time to time, the interests of SCTA may potentially conflict with the interests of the County of Sonoma or Other Public Entities; and

WHEREAS, SCTA and the County of Sonoma acknowledges a potential conflict of interest may arise from the fact that the County of Sonoma and/or Other Public Entities may have divergent interests from SCTA in transactions or other matters such as in a situation where SCTA and the County of Sonoma both require assistance of Sonoma County Counsel in negotiating a contract with each other, or in matters involving litigation; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, SCTA and the County of Sonoma each acknowledge a potential conflict regarding the FRANK AND CATHY RIGGS, INC., vs. COUNTY OF SONOMA, SONOMA COUNTY TRANSPORTATION AUTHORITY, and THE PEOPLE OF THE STATE OF CALIFORNIA litigation currently pending in Sonoma County Superior Court; Case No. SCV-254394, consolidated with Case No. SCV 255318; and

WHEREAS, SCTA wishes Sonoma County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, the County of Sonoma wishes Sonoma County Counsel to provide legal services to SCTA notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or litigation matters involving the parties, Sonoma County Counsel is requesting a waiver from SCTA and the County of Sonoma.

NOW, THEREFORE, SCTA acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

“The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County.”

SCTA and the County of Sonoma agree to waive any potential conflicts of interest between SCTA and the County of Sonoma.

SCTA agrees to waive any potential conflicts of interest between SCTA and between SCTA and Other Public Entities.

SCTA further agrees to waive the right to disqualify the Sonoma County Counsel from representing the County of Sonoma or any Other Public Entity over any conflict between SCTA and the County of Sonoma or between SCTA and any such Other Public Entities.

(Intentionally Left Blank)

Dated: _____, 2015

County of Sonoma

By: _____
Susan Gorin
Chairman, Board of Supervisors

Dated: _____, 2015

Sonoma County Transportation Authority

By: _____
Sarah Glade Gurney
Chairman, Board of Directors

LEGAL SERVICES AGREEMENT

The Regional Climate Protection Authority (“RCPA”) and the County of Sonoma, (“County”) enter into this agreement for legal services by the Sonoma County Counsel’s Office (“Sonoma County Counsel”), which shall become effective on the date set forth in Section 1. Counsel is authorized to provide legal services upon RCPA’s request pursuant to Government Code section 26520.

1. Effective Date.

This Agreement shall be effective upon its signature by both parties, and shall continue in effect until terminated as specified in Section 9.

2. Scope of Services.

Sonoma County Counsel will provide legal services upon request of RCPA, such services may include, but are not limited to, legal consulting services, legal research and advice, and preparation and review of legal and environmental documents and pleadings as may be requested. RCPA is retaining Sonoma County Counsel, not any particular attorney, and the attorney services to be provided to RCPA will not necessarily be performed by a particular attorney.

3. Compensation for Services.

In consideration for Sonoma County Counsel’s performance, RCPA shall pay Sonoma County Counsel the amount determined to be the hourly cost to Sonoma County Counsel of providing such service which is determined every fiscal year when the County of Sonoma adopts its annual budget. Such amount may be adjusted annually as of July 1 to reflect the actual cost of providing such services. In addition, RCPA shall be billed for actual costs and reasonable expenses incurred by Sonoma County Counsel in providing services requested by RCPA. The hourly rate for services of Sonoma County Counsel for FY 2014/15 is \$229.00.

4. Billing and Payment.

Charges for services rendered pursuant to the terms and conditions of this Agreement shall be billed one month in arrears. Time will be billed in quarter-hour increments, rounded off for each particular activity to the nearest quarter-hour. The minimum charged for any particular activity will be one quarter hour. The time charged will include the time Sonoma County Counsel spends on telephone calls relating to RCPA matters, including calls with RCPA and other parties and attorneys. The legal personnel assigned to RCPA matters may confer among themselves about the matter, as required and appropriate. When they do confer, each person will charge for the time expended, as long as the work done is reasonably necessary and not duplicative. Likewise, if more than one of the legal personnel attends a meeting or other proceeding, each will charge for the time spent. Sonoma County Counsel will charge for waiting time and for travel time, both local and out of town. Payment shall be made by RCPA to Sonoma County Counsel at the address specified in Section 11 within thirty (30) days of the invoice date. If such timely payment is not made, interest shall accrue at the prime rate.

5. Authorized Representative of RCPA.

The parties understand that Sonoma County Counsel has been retained to represent the interests of RCPA as a whole. In order to facilitate Sonoma County Counsel's representation, the RCPA, or his/her designee, is the authorized representative to direct Sonoma County Counsel and to be the primary person to communicate with Sonoma County Counsel regarding the subject matter of Sonoma County Counsel's representation under this Agreement. This designation is intended to establish a clear line of authority and to minimize potential uncertainty, but not to preclude communication between Sonoma County Counsel and other representatives of RCPA.

6. Conflict of Interest.

No attorney shall be assigned to represent or advise RCPA on any matter in which that attorney has a personal financial interest. In the event a conflict arises during the course of representation, Counsel shall take such steps as might be necessary to provide RCPA with substitute counsel.

7. Representational Conflicts.

RCPA understands that Sonoma County Counsel serves as the legal advisor and representative for the County of Sonoma. Sonoma County Counsel also serves as the legal advisor for a number of other separate legal entities including the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Mendocino County Employees' Retirement Association, Mendocino County Counsel's office, the Sonoma Marin Area Rail Transit District, and other local entities and special districts distinct from County government (referred to as "Other Public Entities"). From time to time, the interests of RCPA may potentially conflict with the interests of the County of Sonoma or Other Public Entities, such as in a situation where RCPA and the County of Sonoma both require assistance of Sonoma County Counsel in negotiating a contract with each other. As required by the Rules of Professional Conduct, Sonoma County Counsel will take all steps necessary to safeguard the confidential information of RCPA in such situations. A copy of Sonoma County Counsel's internal policy governing the management of conflicts of interest is available to RCPA upon request. Upon execution of this Agreement, RCPA agrees to execute the Waiver of Conflict attached as Exhibit A, so that Sonoma County Counsel may continue to represent the County of Sonoma, or Other Public Entities and RCPA in the absence of actual conflict. Further, should an actual conflict develop between RCPA and the County of Sonoma or Other Public Entities, RCPA expressly waives its right to disqualify Sonoma County Counsel from representing the County of Sonoma or Other Public Entities in any matter involving RCPA.

8. Indemnification.

RCPA shall defend, indemnify and hold harmless Sonoma County Counsel, and any of its officers, employees, consultants and agents and each of them, against any losses, claims, damages, obligations, liabilities, attachments, executions, demands, actions and/or proceedings brought by a claimant who is not party to this Agreement, to which Sonoma County Counsel may become subject as a result of: (i) errors contained in information furnished by RCPA or (ii)

the rendering of any services by Sonoma County Counsel. Sonoma County Counsel may select and retain its own counsel in any action or claim subject to this indemnification. If RCPA fails or refuses to defend Sonoma County Counsel, then RCPA shall reimburse Sonoma County Counsel for all expenses and costs (including legal fees and costs) incurred by them in connection with investigating, preparing to defend, or defending any claim for which indemnification is owed.

9. Termination and Withdrawal.

This Agreement may be terminated by RCPA at any time by written thirty (30) day notice to Sonoma County Counsel. Sonoma County Counsel may withdraw at any time as permitted under the Rules of Professional Conduct of the State Bar of California. Sonoma County Counsel will retain all records in accordance with Sonoma County Counsel's adopted records retention schedule.

10. Modification.

If, during the term of this Agreement, it becomes necessary to amend or add to the terms, conditions, scope or requirements of this Agreement, such amendment or addition shall only be made in writing upon the mutual agreement of Sonoma County Counsel and RCPA.

11. Notices.

Notices regarding this Agreement may be delivered in person, by first class mail, or by fax, addressed to the following persons:

For RCPA:
Suzanne Smith
Regional Climate Protection Authority
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401

For Sonoma County Counsel:
Office of the Sonoma County Counsel
575 Administration Drive, Room 105A
Santa Rosa, CA 95403

13. Merger.

This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.

14. Counterparts. This Agreement may be executed in several counterparts and all counterparts so executed shall constitute one agreement that shall be binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or same counterpart.

15. Authority. The undersigned hereby represents and warrants that they have the authority to execute and deliver this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date set forth below.

Dated: _____, 2015

County of Sonoma

By: _____
Susan Gorin
Chairman, Board of Supervisors

Dated: _____, 2015

Regional Climate Protection Authority

By: _____
Sarah Glade Gurney
Chairman, Board of Directors

EXHIBIT A

General Waiver of Potential Conflicts

WHEREAS, the Office of the Sonoma County Counsel (“Sonoma County Counsel”) serves as Sonoma County’s legal advisor and representative in all civil matters; and

WHEREAS, Sonoma County Counsel also serves as the legal advisor for a number of other separate legal entities such as the Sonoma County Water Agency, the Sonoma County Agricultural Preservation and Open Space District, the Community Development Commission, the Sonoma County Employees’ Retirement Association, the Mendocino County Employees’ Retirement Association, Mendocino County Counsel’s Office, the Sonoma Marin Area Rail Transit District, and other special districts (referred to as “Other Public Entities”); and

WHEREAS, Sonoma County Counsel may, upon request, represent local governmental entities that are distinct from County government; and

WHEREAS, from time to time, the interests of RCPA may potentially conflict with the interests of the County of Sonoma or Other Public Entities; and

WHEREAS, RCPA and the County of Sonoma acknowledges a potential conflict of interest may arise from the fact that the County of Sonoma and/or Other Public Entities may have divergent interests from RCPA in transactions or other matters such as in a situation where RCPA and the County of Sonoma both require assistance of Sonoma County Counsel in negotiating a contract with each other, or in matters involving litigation; and

WHEREAS, while transactional matters generally do not raise any specific potential for litigation between the parties, it is important for both parties to understand the potential conflict before agreeing to waive it; and

WHEREAS, RCPA wishes Sonoma County Counsel to provide legal services notwithstanding such potential conflict; and

WHEREAS, the County of Sonoma wishes Sonoma County Counsel to provide legal services to RCPA notwithstanding such potential conflict; and

WHEREAS, in order to provide prompt legal services to all parties on transactions or litigation matters involving the parties, Sonoma County Counsel is requesting a waiver from RCPA and the County of Sonoma.

NOW, THEREFORE, RCPA acknowledges that the nature of such potential conflicts has been explained, in particular by reference to the legal opinion set forth in *Civil Service Commission of San Diego County v. County of San Diego* (1984) 163 Cal.App.3d 70, 78-79, which states, in part:

“The principle precluding representing an interest adverse to those of a current client is based not on any concern with the confidential relationship between attorneys and client but rather on the need to assure the attorney's undivided loyalty and commitment to the client. (*Jeffry, supra*, 67 Cal.App.3d at pp. 9- 10, 136 Cal.Rptr. 373; see also *Grievance Com. of Bar of Hartford County v. Rottner* (Conn.1964) 203 A.2d 82, 84.) The attorney who represents a client with interests adverse to another current client encounters the very real danger "that he will be tempted, perhaps unconsciously, to favor the interest of a particularly important client over the adverse or potentially adverse interest of a less favored client." (Developments in the Law--Conflicts of Interest in the Legal Profession (1981) 94 Harv.L.Rev, 1244, 1296.) Here there is every reason to believe that County Counsel would be tempted to favor the interests of the County in giving advice to the [Civil Service] Commission. The Commission's primary, if not sole function, is to pass judgment on the conduct of the County toward its employees. Every Commission decision has the potential of being adverse to one of the County's constituent agencies. Because County Counsel is directly responsible to the Board of Supervisors, it is difficult to conceive how any member of the County Counsel's office can render independent advice to the Commission. The structure of the system would appear necessarily to skew such advice in favor of the County and against the county employees. And even in those circumstances where County Counsel renders advice to the Commission favoring the employee, such advice places him in a position adverse to his client, the County.”

RCPA and the County of Sonoma agree to waive any potential conflicts of interest between RCPA and the County of Sonoma.

RCPA agrees to waive any potential conflicts of interest between RCPA and between RCPA and Other Public Entities.

RCPA further agrees to waive the right to disqualify the Sonoma County Counsel from representing the County of Sonoma or any Other Public Entity over any conflict between RCPA and the County of Sonoma or between RCPA and any such Other Public Entities.

(Intentionally Left Blank)

Dated: _____, 2015

County of Sonoma

By: _____
Susan Gorin
Chairman, Board of Supervisors

Dated: _____, 2015

Regional Climate Protection Authority

By: _____
Sarah Glade Gurney
Chairman, Board of Directors

Staff Report

To: SCTA Board of Directors

From: Suzanne Smith

Item: 5.2 – Regional Agency Reports: SMART, NCRA, MTC, ABAG, BAAQMD, CALCOG, Self Help Counties Coalition, Sonoma Clean Power

Date: April 13, 2015

Issue:

Recent updates from:

- SMART
- North Coast Railroad Authority
- Metropolitan Transportation Authority (MTC)
- California Association of Councils of Government (CALCOG)
- Association of Bay Area Governments (ABAG)
- Bay Area Air Quality Management District (BAAQMD)
- Self Help Counties Coalition
- Sonoma Clean Power

Background:

The following links and materials provide information regarding various regional agencies and issues:

- MTC Executive Director's Report
 - http://www.mtc.ca.gov/news/ed_report.htm
- SMART General Manager's Report
 - http://www2.sonomamarintrain.org/userfiles/March_2015_GM_Report_Final.pdf
- CALCOG Report
 - <http://campaign.r20.constantcontact.com/render?ca=aadff62b-1522-4dbd-9388-3fb97c62af82&c=af4c49d0-d4ad-11e3-ad11-d4ae528eaf6c&ch=af5152e0-d4ad-11e3-ad11-d4ae528eaf6c>

Staff Recommendation:

This is an informational item only.

Technical Advisory Committee

MEETING AGENDA

March 26, 2015 1:30 PM

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Approval of Minutes, February 26, 2015* – **DISCUSSION / ACTION**
4. Bus Stop Facility Coordination Presentation, Golden Gate Transit – **DISCUSSION / ACTION**
5. Comprehensive Transportation Plan Update – **DISCUSSION / ACTION**
6. Measure M **DISCUSSION / ACTION**
 - 6.1 Measure M Invoicing / Appropriation Status*
7. Regional Information Update – **DISCUSSION**
 - 7.1 Parking Pricing Regional Analysis Project Workshop – April 3, 2015 (additional details and registration information is located here):
http://www.mtc.ca.gov/planning/smart_growth/parking/
 - 7.2 FHWA Published NPRM on NHS Pavement and Bridge Performance Measures*
(FHWA released long awaited NPRM [Notice of Proposed Rule Making] on NHS Pavement and Bridge Performance Measures as required by MAP21. <https://www.federalregister.gov/articles/2015/01/05/2014-30085/national-performance-management-measures-assessing-pavement-condition-for-the-national-highway>)
8. Sales Tax Update - **DISCUSSION**
9. Rail Update – **DISCUSSION**
10. Draft SCTA Board Meeting Agenda for April 13, 2015*
11. Other Business / Comments / Announcements - **DISCUSSION**
12. Adjourn - **ACTION**

*Materials attached.

**Handout at meeting

Page 1 of 2

The next **SCTA** meeting will be held April 13, 2015
The next **TAC** meeting will be held on April 23, 2015

Copies of the full Agenda Packet are available at www.sctainfo.org

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TAC Voting member attendance – (6 Month rolling 2014/15)

Jurisdiction	Aug	Sep	Oct	Dec	Jan	Feb	Mar
Cloverdale Public Works	-					√	
Cotati Public Works	-		√				
County of Sonoma DHS	-	√	√	√			
County of Sonoma PRMD	-						
County of Sonoma Reg. Parks	-	√	√	√	√	√	
County of Sonoma TPW	-	√			√	√	
Healdsburg Public Works	-		√		√		
Petaluma Public Works & Transit	-	√	√	√	√	√	
Rohnert Park Public Works	-	√	√	√	√	√	
Santa Rosa Public Works	-	√	√	√	√	√	
Santa Rosa Transit	-						
Sebastopol Public Works	-	√	√	√	√	√	
SMART	-					√	
Sonoma County Transit	-	√					
Sonoma Public Works	-	√	√	√	√	√	
Windsor Public Works	-	√	√	√	√	√	

SCTA Citizens Advisory Committee

MEETING AGENDA

March 30, 2015 at 4:00 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Administrative - Approval of Notes February 23, 2015* - ACTION
4. Measure M – DISCUSSION/ACTION
 - a. Measure M Project Presentation – Airport Blvd and Forestville Bypass (Mirabel Roundabout) presented by Sonoma County Transportation and Public Works
 - b. Measure M Financial Reports*
 - c. Financial Audit Services - Pisenti & Brinker Contract*
5. County Tax measure - updates if available
6. Updates - DISCUSSION
 - a. Highway 101
 - b. SMART
7. Announcements
8. Adjourn

The next **SCTA/RCPA** meeting will be April 13, 2015
The next **CAC** meeting will be April 27, 2015

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Planning Directors/Planning Advisory Committee

MEETING AGENDA

Thursday, March 19, 2015, 9:30 a.m. *NEW DATE*

Sonoma County Transportation Authority

SCTA Large Conference Room
Phone participation: (707) 565-2526

ITEM

1. Introductions
2. Public Comment
3. Administrative
 - 3.1. Approval of the agenda – changes, additional discussion items- ACTION
 - 3.2. Review Meeting Notes from February 26 – ACTION*
 - 3.3. 2015 Meeting schedule – new meeting day 3rd Thursday beginning March 19
4. Round table members discussion
5. Climate Action 2020 Update- INFORMATION
6. Eco Counter /Bike Count - Update
7. Comprehensive Transportation Plan update*-DISCUSSION
 - 7.1. Staff begins analysis of projects
 - 7.2. Communities Forum (Peak Democracy) outreach – <http://www.sctainfo.org/opensonoma.htm> *
8. Items of interest
 - 8.1. ABAG’s State of the Region -[State of the Region Online report](#)
 - 8.2. SMART General Manager’s Report
 - 8.3. CALCOG Newsletter – interesting updates, includes the “Road to Ruin” discussion of transportation funding and “Piercing Analysis on SB 375 Implementation”– [CALCOG News - March 9](#)
9. Other Business /Next agenda
10. Adjourn

*Attachment

The next **S C T A** meeting will be held **April 13, 2015**
The next **Planning Directors/PAC** meeting will be held April 16, 2015

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Transit Paratransit Coordinating Committee

MEETING AGENDA

March 17, 2015, 1:30-3:00 PM**

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Approval of Meeting Notes: January 20, 2015 – **DISCUSSION / ACTION***
4. Roundtable Updates
 - 4.1. Transit / Paratransit Operators
 - 4.2. Other Entities
5. Coordinated Claim – **DISCUSSION / ACTION***
6. Comprehensive Transportation Plan Update – Discussion
7. Paratransit Driver Practices - Discussion
8. Other Business / Comments / Announcements
9. Adjourn – **ACTION**

*Materials attached

The next **SCTA** meeting will be held April 13, 2015
The next **TPCC** meeting will be held May 19, 2015

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Countywide Bicycle & Pedestrian Advisory Committee MEETING AGENDA

March 24, 2015 1:30 PM

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Approval of Notes: January 27, 2014 – **DISCUSSION / ACTION***
4. Notice of Special CBPAC Meeting on April 28, 2015 - INFORMATION
5. Roundtable Updates
 - 5.1. Member Updates
 - 5.2. Other Entities' Updates
6. Bicycle and Pedestrian Count Program
 - 6.1. Eco-Counter pilot overview and update – PRESENTATION/DISCUSSION
 - 6.2. 2015 Bicycle and Pedestrian Count Program – Staff Report – DISCUSSION*
7. Comprehensive Transportation Plan Project List – DISCUSSION
8. Funding Updates – INFORMATION
 - 8.1. ATP Application Workshop and Development Schedules*
 - 8.2. Bike Rack Voucher Program deadline extension until May 22, 2015
9. Other Business / Comments / Announcements
10. Adjourn - **ACTION**

*Materials attached.

The next **SCTA** meeting will be held April 13, 2014

The next **CBPAC** meeting will be held April 28, 2015

Copies of the full Agenda Packet are available at www.sctainfo.org

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Transit - Technical Advisory Committee

MEETING AGENDA

March 11, 2015 10:00 AM

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Approval of Meeting Notes: February 11, 2015 – **DISCUSSION / ACTION***
3. Transit Operator Updates
4. Clipper Update
5. Bus Stop Facility Coordination – Maurice Palumbo, Golden Gate Transit – **PRESENTATION**
6. Comprehensive Transportation Plan Update - Discussion
7. Coordinated Claim - **DISCUSSION / ACTION***
8. SMART Integration Grant from MTC – Discussion
9. SRTP Schedule Update - Discussion
10. Other Business / Comments / Announcements
11. Adjourn – **ACTION**

·Materials attached.

The next **SCTA** meeting will be held April 13, 2015
The next **T-TAC** meeting will be held April 8, 2015

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