BOARD OF DIRECTORS
AGENDA PACKET

Monday, June 8, 2015
2:30 p.m.

Sonoma County
Permit & Resource Management Department
2550 Ventura Avenue
Santa Rosa, California
BOARD OF DIRECTORS AGENDA

June 8, 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 May 11, 2015 meeting (ACTION)*
      3.2. Measure M – appropriation for SMART multi use path project (ACTION)*
   
4. Regular Calendar
   A. RCPA Items
      4.1. Planning
         4.1.1. Adaptation – update on May 21 Adaptation Forum (ACTION)*
   
   B. SCTA Items
      4.2. SCTA Planning
         4.2.1. Regional Planning – presentation by the Association of Bay Area Governments on the recent economic prosperity study (REPORT)*
      4.3. SCTA Projects and Programming
         4.3.1. Sales Tax – results of the June 2 sales tax election (ACTION)
         4.3.2. Road Charge – update on the State’s Road User Charge pilot program (REPORT)*
         4.3.3. SMART – authorization to adjust a portion of funding source for SMART train set funded through One Bay Area Grant program (ACTION)*
         4.3.4. Legislation – transportation bills in the State Legislature (ACTION)*
         4.3.5. Highways – update on State Highway projects (REPORT)
   
   C. SCTA/RCPA Concurrent Items
      4.4. Admin – authorize a request for proposals for web site content/development (ACTION)*
      4.5. Planning – Shift Sonoma program contracts
         4.5.1. Mode Shift contract with Nelson Nygard (ACTION)*
         4.5.2. Fuel Shift contract with ICF International (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*
6. Adjourn

*Materials attached.

The next SCTA/RCPA meetings will be held **July 13, 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](http://www.511.org), [www.srcity.org/citybus](http://www.srcity.org/citybus), [www.sctransit.com](http://www.sctransit.com) or [https://carmacarpool.com/sfbay](https://carmacarpool.com/sfbay).
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 2:33 p.m. by Vice Chair David Rabbitt in the absence of Chair Sarah Gurney.

Directors Present: Director Rabbitt, Supervisor, Second District, Vice Chair; Director Chambers, City of Healdsburg; 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 Slayter, Alternate, City of Sebastopol; Director Zane, Supervisor, Third District.

Directors Absent: Director Gurney, Chair, City of Sebastopol; Director Carlstrom, City of Santa Rosa; Director Gallian, City of Sonoma.

2. Public comment on items not on the regular agenda

Duane DeWitt of the Roseland area, Santa Rosa, referred to recent meetings regarding planning and development (e.g., Plan Bay Area, a housing forum, the Roseland Specific Plan, etc.) and similar planning efforts in the past, noting the expense of these, but that to date, none have been implemented. He expressed the need for local agencies to coordinate efforts. He referred to Avalon Apartments, located on Sebastopol Road in the Roseland area, as an example of multi-family housing and urged the Board to encourage collaboration between the City and County to implement plans.

3. Consent Calendar

A. SCTA/RCPA Concurrent Items
   3.1. Admin – Minutes of the April 13, 2015 meeting (ACTION)*
   3.2. Admin – Contract for audit services with Pisenti and Brinker for SCTA, RCPA and Measure M (ACTION)*

B. RCPA Consent

3.3. BAYREN – contract amendment with Association of Bay Area Governments related to the Pay As You Save program (ACTION)*

Motion by Director Miller, seconded by Director Russell, to approve the consent calendar as presented. Motion carried unanimously (10-0-2-0).

4. Regular Calendar

C. RCPA Items

4.1. Programs

4.1.1. BAYREN – two year report progress of Bay Area Regional Energy Network programs (ACTION)*

Lauren Casey summarized the history of the program and an overview of the first two years of its administration in a slideshow presentation. She reviewed program impacts in Sonoma County, RCPA’s role and plans for 2016 and beyond.

In response to Board questions, Ms. Casey explained that the poor performance of 50% of projects, which performed worse than energy documentation had predicted, was likely due to issues in the field (e.g., perhaps something was not installed correctly or something was overlooked in the inspection process). Additional discussion took place regarding anticipating compliance issues.

Suzanne Smith observed that presentations such as these illustrate the programs’ transparency and encourage accountability.

Additional questions from the Board involved the outreach process for both homeowners and business owners/commercial consumers, and which community organizations have been contacted with this presentation, as well as how to simplify the process and make the information easily accessible to the consumer.

Liz Yager, Sonoma County Energy and Sustainability Program Manager, explained the outreach process from the SCEIP perspective, noting that consumers are generally resistant to having to get a permit. Ms. Casey explained further
how projects are assessed to determine their performance. Discussion continued regarding the permit process; it was also noted that permits need to add value to the project otherwise the consumer will not get the permit.

Motion by Director Zane, seconded by Director Gorin, to approve future participation and comment on program priorities by the RCPA in the Bay Area Regional Energy Network as this program looks to expand beyond current offerings. Motion passed unanimously (10-0-2-0).

D. SCTA Items

4.2. SCTA Planning

4.2.1. Transit – presentation from City of Santa Rosa on “Reimagining CityBus” (REPORT)*

Dana Turréy introduced Rachel Ede of Santa Rosa CityBus who presented a slideshow reviewing Reimagining CityBus, which is a year-long planning and community engagement process that will result in a new service plan for Santa Rosa CityBus. This will create a more efficient, comprehensive, and land-use-driven plan. She summarized the project timeline, beginning with market analysis in January through route and network analysis, visioning, service design guidelines, alternatives and the draft and final plan, which is projected to be completed in December.

Board comments included concern that planning identify the high-density, low income population and where they want to go when they use public transit. The need to take the senior population into consideration in transit planning was also emphasized, particularly given the rising senior demographic in Sonoma County, and the need for senior safety.

Ms. Ede acknowledged this need, noting that seniors, students, and other populations with special needs are a critical factor in Reimagining CityBus.

Ms. Ede explained further that staff will be collecting data, but that transit planning will include not only service that provides for high ridership and frequent service for the most people, but also service that addresses special needs, such as easier access to bus stops and amenities.

In response to further inquiries from the Board, Ms. Ede confirmed that currently there is not service to the new Sutter Hospital, nor to the Kaiser Stein Center campus or to the new facility in Southwest Santa Rosa; however, hospital needs are also a part of this planning process.

Steve Birdlebough of Friends of SMART commended City staff and the consultant on their informative public workshops and outreach efforts. He emphasized, however, that the system itself is underfunded and will not be completely satisfactory until there is sufficient funding. He expressed his hope that funding for transit will become more robust in the future.

The following items were addressed out of order in order to accommodate Directors’ schedules and to have a quorum for the vote. Ms. Smith explained that the four preliminary budgets are presented to the Board each year by the end of May, followed by the final budget in October. Each requires eight affirmative votes in order to be approved:

C. SCTA/RCPA Concurrent Items

4.5. FY15/16 Preliminary Budgets –

4.5.1. Measure M budget (ACTION)*

Ms. Smith explained that this budget includes several programs, each of which has a separate account. The focus of the budget is to allocate project costs and administration of the program. Revenues shown assume a 3% increase in 2015/16 revenues. The budget also reflects repayment of an interprogram loan from the Local Streets Program to the Bicycle and Pedestrian Program for earlier delivery of some bicycle and pedestrian projects.

In response to Director Gorin’s inquiry regarding the Highway 116/121 Interchange, Ms. Smith confirmed that the next step (the environmental clearance) is included in the budget. Seana Gause added that this is scheduled to be done in early 2016 with a completed project PD&E in August. The next step would be to release a Request for Proposals for design services. Ms. Gause confirmed that there is sufficient funding for this phase; all Measure M funding will be expended on design services. Funding will need to be identified for construction.

In response to Director Mackenzie’s query, Ms. Smith confirmed that the budget includes a proposal that will aid in the progress of the Marin Sonoma Narrows highway widening projects.

Motion by Director Miller, seconded by Director Mackenzie, to approve the Fiscal Year 2015/16 Preliminary Budget. Motion carried unanimously (10-0-2-0).

4.5.3. SCTA operating budget (ACTION)*

Ms. Smith summarized revenue sources, including the State Transportation Improvement Program (STIP); the State grant for the Shift Sonoma County project; and a new item, HOV lane violation fine revenues. Federal funding comes through MTC for work with the region and a small amount for the Short Range Transportation Plan. Local funding
includes contributions from City and County partners; SCTA is requesting a 3% increase. Measure M and RCPA contributions are also under local funding, which is linked to staff charging to Measure M for specific projects.

Ms. Smith noted that the overall budget is less than last year’s budget because of completion of the Ride Share Program.

Expenditures include a new request for consideration of a 3% Cost of Living Adjustment; the last COLA adjustment was in 2008.

Discussion followed regarding salary structure (the majority of positions have five steps in the salary range), and the increasing Consumer Price Index in the Bay Area.

Director Mackenzie suggested sending a request to the California Highway Patrol to step up enforcement of increasing HOV violations, and that this would also add to revenue.

Motion by Director Landman, seconded by Director Gorin, to approve the Fiscal Year 2015/16 SCTA Operating Budget. Motion passed unanimously (10-0-2-0).

4.5.4. RCPA operating budget (ACTION)*

Lauren Casey explained that revenues are basically from the same sources as last year; the State Strategic Growth Council and the Coastal Conservancy; BayREN; City and County contributions, and interest on pooled cash.

Expenses mainly include staff salaries and benefits, outside contracts and services, and operational expenses. Ms. Casey noted that the increase in salaries and benefits is due to the addition of a new position on staff. Other expenses include outside contractor services for programs such as BayREN and Climate Action 2020.

Motion by Director Zane, seconded by Director Gorin, to approve the Fiscal Year 2015/16 RCPA Operating Budget. Motion carried unanimously (10-0-2-0).

4.3. SCTA Projects and Programming

The following items were addressed out of order:

4.3.2. Air District – FY15/16 Transportation Fund for Clean Air (TFCA) program of projects (ACTION)*

Dana Turréy explained that funds for this program come from a surcharge on vehicle donations; 40% of these funds are programmed by the SCTA for jurisdictions within the Bay Area Air Quality Management District (BAAQMD). Cloverdale, Healdsburg and Windsor are not included in this program because they are outside the District.
Applications have been received for six projects. Ms. Turréy referred to these projects in the report and explained that these were reviewed by the Technical Advisory Committee. It was determined that these projects meet TFCA criteria, and the TAC recommended approval of the program of projects.

Motion by Director Miller, seconded by Director Russell, to approve the TFCA program of projects as presented. Motion passed unanimously (10-0-2-0).

C. SCTA/RCPA Concurrent Items

4.5. FY15/16 Preliminary Budgets – (Cont’d)

4.5.2 Transportation Fund for Clean Air (TFCA) budget (ACTION)*

Ms. Smith explained that this budget covers revenues anticipated from BAAQMD and programming of projects as presented and approved under Item 4.3.2.

Motion by Director Mackenzie, seconded by Director Russell to approve the Fiscal Year 2015/16 TFCA Budget. Motion passed unanimously (10-0-2-0).

4.3. SCTA Projects and Programming (Cont’d)

4.3.1. Active Transportation – FY 15/16 Transportation Development Act Article 3 (TDA3) program of projects (ACTION)*

Ms. Turréy reported that one project application was received for this program this year. This was submitted by the City of Santa Rosa for a pedestrian and bicycle crossing at Jennings Avenue and the SMART rail corridor and to construct pedestrian enhancements to provide a continuous active transportation corridor between Dutton Avenue and Range Avenue.

The project has been approved by the Santa Rosa City Council, and use of TDA3 funds will be heard by the Council on May 19.

The Countywide Bicycle and Pedestrian Advisory Committee reviewed and recommended approval of this program of projects.

Director Gorin expressed her thanks to Nancy Adams of the City of Santa Rosa for her work on getting this project implemented, noting its importance.

Director Zane added that the project still requires approval by the Public Utilities Commission (PUC).

Director Mackenzie concurred with approval of the program of projects.

Steve Birdlebough of Friends of SMART thanked staff for their efforts on this project.

Motion by Director Mackenzie, seconded by Director Zane, to approve the 2015/16 TDA3 program of projects as presented. Motion carried unanimously (10-0-2-0).

4.3.3. Measure M – FY14/15 Budget Adjustment for Measure M (ACTION)*

James Cameron reported that this adjustment has two components; one is with regard the bond funds; to set up bond accounts, receive the bond funds, pay for the cost of issuance, and then expend the funds. Therefore, the Highway 101 Pay/Go account, which receives funds directly from the Board of Equalization, will have a reduced budget due to increases in the bond budget.

The second component of the budget adjustment is related to increased legal fees associated with right-of-way acquisition for Highway 101 construction. This is to settle on compensation for outstanding parcels.

Motion by Director Mackenzie, seconded by Director Miller, to approve budget adjustments related to the sale of the 2015 Series Bonds and increased legal fees associated with Highway 101 right-of-way acquisition, and to authorize the Executive Director to sign the associated budget adjustment forms. Motion passed unanimously (10-0-2-0).

4.3.4. Highways – funding for cost increase on College Avenue project (ACTION)*

Seana Gause summarized two options for funding that the California Transportation Commission (CTC) is scheduled to consider at its May 27 and 28 meeting:

- Approve Caltrans’ request for supplemental funding, using Sonoma County’s future share of State Transportation Improvement Program (STIP) funds; or
- Deny the request. The Department would then be forced to downscope the project on the south side. A future project would then be required to complete those improvements using local funding. This would require that right-of-way be renegotiated. Delaying the work could increase the total funds required to complete the project to an estimated $2.5 million; the time required to accomplish
these tasks (repackaging, designing, and rebidding the job) could be over two years.

Staff recommends that SCTA support Option A in order to complete the project in the most expeditious and cost effective manner.

The Board concurred in their regret that funding would come out of Sonoma County’s share of the STIP program but acknowledged Option A as being the best option available for this situation.

Motion by Director Landman, seconded by Director Slayter, to support Option A utilizing Sonoma County’s STIP share for funding to complete the College Avenue Widening project. Motion passed unanimously (10-0-2-0).

4.3.5. Highways – multi-county letter to MTC and State Transportation Agency regarding initial funding for Highway 37 planning (ACTION)

Ms. Smith explained that after meeting with MTC and STA staff, as well as North Bay elected officials, it was determined that a Memorandum of Understanding be drafted and considered by the SCTA Board to establish a body to examine the Highway 37 corridor.

Director Gorin commended staff for facilitating this meeting and process in addressing a critical east/west corridor in the North Bay. Additional Board comments concurred with this.

Ms. Smith introduced Brant Arthur, new staff member and Public Outreach Coordinator for the RCPA.

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

James Cameron reported first on the Central C (Old Redwood Highway Interchange) project, noting that the rescheduling of Stage 4-2 (raising of the profile) will not take place May 15-18 as initially planned, but has been changed to after the Memorial Day weekend, May 29-June 1.

Caltrans is recommending to the CTC a 20-month extension in funding for the landscaping projects at four locations along the 101 corridor; in Santa Rosa from Highway 12 to Steele Lane and in Petaluma, at MSN B2 and MSN C3. This will result in the project not going to bid, but will also ensure that funding is maintained while a decision is being made as to the best time for the project to move forward.

Data collection was completed the week of May 4 on the ramp metering. A draft report will be submitted to, and reviewed by, the Ramp Metering Technical Committee this summer.

Seana Gause announced that SCTA has been requested to partner with the Presidio Parkway project in publicizing the upcoming closure of the Presidio Parkway (Doyle Drive). She referred the Board to the website www.presidioparkway.org. This is scheduled for either the last weekend in May or the first weekend in June. The announcement will be released shortly.

Vice Chair Rabbitt added that Golden Gate Bridge Highway and Transportation District staff will also be completing the last phase of the mobile bridge median project at this time, with striping changes.

- TIGER grant proposal for Marin Sonoma Narrows from Transportation Authority of Marin

The bond sale for early June is on schedule. A pre-application has been submitted for the TIGER Grant in coordination with the Transportation Authority of Marin. The application has been designated as “submitted but not recommended” by MTC.

4.4. SCTA Administration

4.4.1. Legislation – transportation bills in the State Legislature (ACTION)

Ms. Smith reported on SB16, which proposes a combination of gas tax and diesel tax increases, increases in vehicle license fees, and reconfiguration of truck weight fees in order to increase transportation revenues. Its focus would be on maintenance of the highway and local road system. It would be part of the budget discussions. The same formula is used that disadvantages the unincorporated County.

Director Mackenzie added that MTC will likely be seeking amendments to this legislation while supporting it, specifying the omission of public transit in this proposed legislation.

It was determined that this item would be tabled to the next meeting.

The following items were also postponed to the next meeting:

5. Reports and Announcements

5.1. Executive Committee report

5.2. Regional agency reports*

5.2.1. SMART NCRA
5.2.2. ABAG
   BAAQMD
   CALCOG
   GGBHTD
   Sonoma Clean Power

5.3. Advisory Committee agendas*

Included in the agenda packet.

5.4. SCTA/RCPA staff report
5.5. Announcements

6. Adjourn – in memory of Jared Overfield

Vice Chair Rabbitt adjourned the meeting at 5:00 p.m. in memory of Jared Overfield, a construction worker on the Highway 101 project in Petaluma.
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 3.2 – Measure M Appropriation Request – Northwest Pacific (SMART) Railroad Right of Way Multi-Use Path
Date: June 8, 2015

Issue:
Shall the SCTA appropriate funds for the following project with an approved Cooperative Funding Agreement? (See attached letter).

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
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<tr>
<td>M71300</td>
<td>SMART</td>
<td>Bike/Ped</td>
<td>Northwest Pacific Railroad Right of Way MUP</td>
<td>Environmental (NEPA)</td>
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<td></td>
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Background:
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 receive reimbursement of Measure M funding for the fiscal year in which the funds are programmed. This is the first appropriation for this Measure M project.

Policy Impacts:
None

Fiscal Impacts:
Consistent with the Strategic Plan, Measure M funds in the amount of $1,000,000 will be made available to the Sonoma Marin Area Transit Authority (SMART) to reimburse expenditures incurred during completion of the environmental compliance and Project Specifications and Estimates phases of the Northwest Pacific Railroad Right of Way Multi-Use Path project. SMART was granted “advanced funding” per Policy 4.8 of the Strategic Plan, which allows a sponsor to provide its own funding
immediately and receive reimbursement at a later date based on programming in a future year. 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 aforementioned appropriation request with Resolution Number 2015-018.
WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes $19,000,000 in 2004 dollars, for the Bicycle and Pedestrian funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the Sonoma Marin Area Transit Authority (hereinafter “SMART”) have entered into Cooperative Funding Agreement No. 71300 (hereinafter “Cooperative Agreement”) regarding the Northwest Pacific Railroad Right of Way Multi-Use Path (hereinafter “Project”); and

WHEREAS, SMART has submitted a Request for Appropriation of Funds dated May 21, 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.

NOW, 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 $1,000,000 to SMART 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 SMART in accordance with the provisions of the 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 the 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 the date of this Resolution.

THE FOREGOING RESOLUTION was moved by Director , seconded by Director , and approved by the following vote:
Resolution No. 2015-018
Cooperative Agreement Number: M71300
Project Sponsor: SMART
Amount: $1,000,000
June 8, 2015

Director Carlstrom
Director Chambers
Director Gallian
Director Glade Gurney
Director Gorin
Director Landman

Director Mackenzie
Director Miller
Director Rabbitt
Director Russell
Director Salmon
Director Zane

Ayes: Noes: Absent: Abstain:

_________________________________________
Sarah Glade Gurney, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held June 8, 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. 2015-018

Date: June 8, 2015

Amount of Funds: $1,000,000

Appropriated to: SMART

Program Category: Bicycle/Pedestrian Program

Specific Project: Northwestern Pacific Railroad Multi-Use Pathway

Appropriated For: Environmental (NEPA) $350,000
PSE $650,000

Scope of Work: SMART will complete National Environmental Policy Act (NEPA) compliance documentation for the Sonoma County portion of the north-south bike path parallel to the Northwestern Pacific Railroad track from Petaluma to Cloverdale (SMART Pathway). SMART will also provide 100% final design for as many of the section of SMART Pathway within the SMART Initial Operating Segment within Sonoma County from the Marin/Sonoma border to Gurneville Road as funding provides. This is intended to prepare the SMART pathway for construction either by SMART or by various other agencies and jurisdictions along the route.

Other Conditions: None

Staff Comments: This is the first appropriation for this project.
ATTACHMENT B

Chronological Listing of Fund Appropriation Resolutions

COOPERATIVE FUNDING AGREEMENT NO. M71300

Between the Sonoma County Transportation Authority

and SMART

<table>
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<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
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<td>M71300</td>
<td>2015-018</td>
<td>June 8, 2015</td>
<td>$1,000,000</td>
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</table>

TOTAL FUNDS APPROPRIATED $1,000,000
May 21, 2015

Ms. Suzanne Smith, Executive Director
Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401

FUNDING APPROPRIATION REQUEST
PROJECT NAME: SMART Pathway Program Improvements
AGREEMENT NO. M71300

Dear Ms. Smith:

The Sonoma-Marin Area Rail Transit District (SMART) hereby requests that the Sonoma County Transportation Authority (SCTA) appropriate funds for the SMART Pathway Program Improvements project, known as the Northwestern Pacific Railroad Bike Trail in the Measure M Expenditure Plan, at your next Board meeting.

BACKGROUND
At its February 14, 2011, meeting, the SCTA Board programmed $1 million in Fiscal Year 2014-2015 Measure M funds to the Northwestern Pacific Railroad Bicycle Trail project. Of the $1 million, $350,000 was designated to provide National Environmental Policy Act (NEPA) compliance for the SMART Pathway and $650,000 to provide final design work within the SMART “Initial Operating Segment”. SMART submitted a request dated June 17, 2011, to advance these programmed funds under Measure M 2009 Strategic Plan Policy 4.8. The request was approved on June 20, 2011, and a subsequent Measure M Cooperative Agreement (M71300) was signed by SMART and SCTA.

Since that time, the advanced funds have been expended towards completion of NEPA and other pre-construction activities along many segments of the SMART Pathway in Sonoma County. A Categorical Exclusion (CE) was completed for two segments of the SMART Pathway in Rohnert Park, from East Cotati Avenue to Golf Course Drive enabling the allocation of two construction grants by the California Transportation Commission (CTC), scheduled for their June 24-25 meeting. Construction of those two segments is anticipated to begin before the end of the calendar year, with opening of the SMART Pathway in this area estimated in the same timeframe as the start of passenger rail services. The remaining NEPA CE work is projected to be completed on SMART Pathway segments between Payran Street in Petaluma and Guerneville Road in Santa Rosa by mid-summer 2015.
Final design work for additional segments SMART Pathway project will commence as the environmental phase is completed and as full construction funding for those segments is identified. Two such segments are being completed as part of a design/build contract, from Hearn to Bellevue and 6th to 8th in Santa Rosa. Another segment, the SMART Pathway from College Avenue to Guerneville Road, has secured construction grant funds and will commence with final design work after the completion of the CE process this summer. Final design work on the segment of the SMART Pathway between Payran Street and Southpoint Boulevard in Petaluma, over the Petaluma River and under Highway 101, is scheduled to commence later this summer. We plan to begin additional NEPA technical studies for discrete pathway segments north of Guerneville Road as federal construction funds are identified, as well as final design work for remaining segments throughout Sonoma County.

APPROPRIATIONS REQUEST
The SMART appropriations request before you today is for a total amount of $1,000,000. To date SMART has advanced Measure Q funds against this Measure M programming in the amounts of $140,342 in Environmental Phase funds and $190,742 in PSE/Final Design Phase funds. We anticipate full drawdown of funds by June 30, 2016.

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<tr>
<th>Project Name &amp; Description</th>
<th>SMART Pathway Program Improvements (Northwestern Pacific Railroad Bicycle Trail)</th>
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<td>Project Category</td>
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<td>Project Phase for this Appropriation</td>
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<td>Amount of Measure M Appropriation Request</td>
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<td>Amount of Local/Other Funding Match</td>
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<td>Sources of Local/Other Funding</td>
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<td>Total Project Cost</td>
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<td>Project Phase for this Appropriation</td>
<td>PSE (Final Design)</td>
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<tr>
<td>Amount of Measure M Appropriation Request</td>
<td>$ 650,000</td>
</tr>
<tr>
<td>Amount of Local/Other Funding Match</td>
<td>TBD</td>
</tr>
<tr>
<td>Sources of Local/Other Funding</td>
<td>Measure Q</td>
</tr>
<tr>
<td>Total Project Cost</td>
<td>TBD</td>
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</tbody>
</table>
The current schedule for the SMART Pathway NEPA completion from Guerneville Road in Santa Rosa south to Lakeville in Petaluma is as follows:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>6/2012</td>
<td>09/2015(SMART Pathway NEPA – Lakeville to Guerneville)</td>
</tr>
<tr>
<td>ROW</td>
<td></td>
<td>varies</td>
</tr>
<tr>
<td>PS&amp;E*</td>
<td>3/2013</td>
<td>varies</td>
</tr>
<tr>
<td>Construction*</td>
<td>12/2013</td>
<td>varies</td>
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</tbody>
</table>

Thank you for your continued support of and partnership on the SMART Rail and Pathway Project and thank you for your consideration of this appropriation request.

Sincerely,

[Signature]

Chief Financial Officer

Cc: Farhad Mansourian, General Manager
    Joanne Parker, Programming and Grants Manager
Staff Report

To: SCTA/RCPA Board of Directors

From: Lauren Casey, Deputy Director, Climate Programs

Item: 4.1.1 – Adaptation – update on the May 21 Workshop: Building a Climate Ready Roadmap

Date: June 8, 2015

Issue:
Information only.

Background:
Planning for Climate Adaptation

Sonoma County is a national leader in setting ambitious goals for combating climate change by reducing greenhouse gas emissions. However, even with widespread efforts to curb these emissions, some level of climate change is inevitable. Indeed changes in climate, such as warmer temperatures, are already evident and have serious implications for the future of Sonoma County.

Climate change is already happening, and causing hotter, drier weather with longer summers, more variable rain, and rising sea level and storm surge. These impacts create many cascading hazards to people, infrastructure, wildlife, and natural and working lands. Understanding and evaluating the ways in which each climate-change hazard may impact specific community resources is an essential first step in preparing for change.

Climate Action 2020 (CA2020) provided an opportunity to partner with the North Bay Climate Adaptation Initiative (NBCAI) to develop a local vulnerability assessment which was completed in February, 2015. This work has allowed for adaptation objectives to be incorporated within the draft countywide planning framework under development through CA2020. However more work needs to be done to identify, evaluate, and prioritize specific actions to address local vulnerabilities, and to solicit broader community input on adaptation.

Local Climate Action Forums

In order to broaden community engagement in climate action planning specifically around the issue of adaptation, RCPA staff joined an organizing committee that has been working to host two community events on Climate Adaptation in the spring of 2015. The first was a public conference held April 8th at Sonoma State, modeled after the first California Adaptation Forum held in 2014. Over 240 community members attended this daylong event to hear presentations from leading adaptation efforts, mostly in Sonoma County.

The second event was a smaller workshop held on May 21st, aimed at "Building a Climate Ready Roadmap." This event was intended to bring together stakeholders from different sectors and areas of
expertise to hone in on priority actions to advance local adaptation objectives. The format for the workshop was designed to inform many projects and interests, including Climate Action 2020.

Staff will provide a report on how the workshop went and the plan for next steps at the June 8th Board meeting.

Policy Impacts:
The RCPA Mission, Goals, and Objectives calls for the development of “a climate adaptation strategy and actions to protect agricultural and natural resources from climate change impacts for the benefit of human and ecological communities.”

Fiscal Impacts:
RCPA was a fiscal sponsor of the Adaptation Forum in the amount of $2,500 from the public outreach budget.

Staff Recommendation:
Information only.
Staff Report

To: Sonoma County Transportation Authority

From: Janet Spilman, Deputy Director, Planning & Public Outreach

Item: 4.2.1 – presentation by the Association of Bay Area Governments on the recent economic prosperity study

Date: June 8, 2015

Issue:
Presentation of the State of the Region 2015: Economy, Population and Housing by Cynthia Kroll, Chief Economist and Project Director at Association of Bay Area Governments (ABAG).

Background:
ABAG prepared this report that examines present conditions in the nine-county San Francisco Bay Area in the context of historic trends and expectations for the future. The report describes the recovery of the economy and identifies driving factors influencing industry expansion, employment opportunities, and income consequences throughout the region. A shifting population is the theme of an analysis of changing demographics generated by continuing foreign immigration, revitalized in-migration of workers seeking opportunities in the region’s expanding economy, and a baby-boom population moving into retirement years. A close look at recent housing trends and housing policy shows a shift in the balance of growth from single to multifamily dwellings and from suburban and rural to urban job centers.

Dr. Cynthia Kroll is Chief Economist of the Association of Bay Area Governments (ABAG). She oversees agency economic analysis and the regional forecast, directs agency research activity, coordinates regional economic development efforts, and supervises a team of research professionals. Dr. Kroll has extensive experience in research and program management and has specialized in topic areas that tie economic, social and scientific knowledge to public policy concerns at the state, regional, local, and industry levels.

Policy Impacts:
None

Fiscal Impacts:
None

Staff Recommendation:
This is for information only. No action is necessary.
Staff Report

To: SCTA Board of Directors
From: Suzanne Smith, Executive Director
Item: 4.3.2 – update on State’s Road User Charge pilot program
Date: June 8, 2015

Issue:
What progress is being made on implementing a road user charge pilot program in California?

Background:
The California Transportation Commission and Caltrans are in the process of developing and evaluating a pilot program to assess the potential for mileage-based revenue collection for California’s roads and highways as an alternative to the gas tax system. This effort is in response to SB1077 that requires such a pilot be put in place by 2017.

A Road Charge Technical Advisory Committee has been created and charged with the following responsibilities:
1. Study road charge alternatives to the gas tax.
2. Gather public comment on issues and concerns related to a road charge pilot program.
3. Recommend to the Transportation Agency Secretary the:
   a. Design of a pilot program to test alternative road charge approaches.
   b. Criteria to evaluate the pilot program.

Attached is a summary presentation that highlights the purpose of the program and the status to date. There is more detail on the work of the Road Charge TAC at this site:
http://www.catc.ca.gov/meetings/Committees/Road_Charge/Road_Charge_2015_Agendas.html

Policy Impacts:
The SCTA has supported increased revenues for transportation and in particular expressed support for approaches beyond the fuel tax.

Fiscal Impacts:
No fiscal impact to SCTA is anticipated from the pilot programs.

Staff Recommendation:
This is an information item.
CALIFORNIA ROAD CHARGING
An efficient transportation system is critical to California’s economy and quality of life…
…But our transportation system is in financial crisis
In 2014, Senate Bill 1077 was signed into law

- Directs the California Transportation Commission (CTC) to establish a Technical Advisory Committee
- TAC to report recommendations to the California State Transportation Agency (CalSTA)
- Requires CalSTA to implement a pilot program by January 2017
- Requires a report of findings and recommendations by June 2018
Roles & Responsibilities

California Transportation Commission
Working in consultation with the California State Transportation Agency the Chair of the Commission identifies and appoints members to the Road Charge Technical Advisory Committee. At the conclusion of the pilot program provides recommendations regarding the pilot program in its annual report to the Legislature.

Road Charge Technical Advisory Committee
Guide the development and evaluation of a pilot program to assess the potential for mileage-based revenue collection for California’s roads and highways as an alternative to the gas tax system.

California State Transportation Agency
Based on recommendations of the Technical Advisory Committee, CalSTA shall implement a pilot program to identify and evaluate issues related to the potential implementation of a Road Charge program in California.
Road Charging is …

- A policy whereby motorists pay for use based on the distance they travel on the roadway network.
- A “User Pays” principle – the more you drive, the more you pay.
- Similar to other utilities such as electricity, water, telephone.
Road Charge Technical Advisory Committee

Composition

- 15 members:
  - Telecommunications Industry
  - Data Security & Privacy Industry
  - Privacy Rights Advocacy Organizations
  - Regional Transportation Agencies
  - Members of the Legislature
  - Highway User Groups
  - National Research & Policymaking Bodies
  - Other Relevant Stakeholders
The Technical Advisory Committee is examining all dimensions of a Road Charge:

- Revenue sustainability
- Privacy protection
- Equity implications
- Technology alternatives
- Environmental sustainability
- Out-of-state travelers
- Communications & public outreach
- Organizational framework
As we design the pilot test, we want the public to participate

**Phase 1**
- Establish a pilot program design
- Evaluation criteria

**Phase 2**
- Pre-pilot planning
- Develop pilot program test plan
- Procure independent evaluator

**Phase 3**
- Conduct live pilot
- Concurrent independent evaluation

**Phase 4**
- Report findings and evaluation results
- Next steps
Input from California residents and businesses is integral to our effort

- Focus Groups
- Telephone surveys
- Website
- Online Questionnaire
- Twitter
- Facebook
- Public Meetings
TAC monthly meetings around the state

<table>
<thead>
<tr>
<th>Meeting Date</th>
<th>Meeting Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 27</td>
<td>Irvine</td>
</tr>
<tr>
<td>April 24</td>
<td>Central Coast</td>
</tr>
<tr>
<td>May 29</td>
<td>Fresno</td>
</tr>
<tr>
<td>June 26</td>
<td>Sacramento</td>
</tr>
<tr>
<td>July 24</td>
<td>Tahoe City</td>
</tr>
<tr>
<td>August 28</td>
<td>San Diego</td>
</tr>
<tr>
<td>September 25</td>
<td>North State</td>
</tr>
<tr>
<td>October 23</td>
<td>Bay Area</td>
</tr>
<tr>
<td>November 20</td>
<td>Los Angeles</td>
</tr>
<tr>
<td>December 11</td>
<td>Riverside</td>
</tr>
</tbody>
</table>
Road Usage Charge Activity Timeline

- **Preliminary Investigation**: January 2014
- **Technical Advisory Committee Kickoff**: January 2015
- **Demonstration Development**: January 2016
- **Live Demonstration**: January 2017
- **Final Report to Legislature**: June 2018
- **Future Legislation**: TBD

Exploration of the potential for RUC in California will take several years, beginning with a preliminary investigation and feasibility analysis, which is currently underway. Under SB 1077 a Demonstration Program will begin by January 2017 and a final report will be completed by June 2018. Full implementation would require future legislation.
Thank You
Staff Report

To: Sonoma County Transportation Authority

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

Item: 4.3.3 – authorization to adjust a portion of funding source for SMART train set funded through One Bay Area Grant program

Date: June 8, 2015

Issue:
Shall the Board approve an adjustment to the programming of One Bay Area Grant (OBAG) funds?

Background:
In December of 2012, this Board acted to approve programming of $6.6M in OBAG Congestion Mitigation and Air Quality (CMAQ) funds to be used to purchase train cars by the Sonoma Marin Area Rail Transit Authority (SMART). Recently, SMART and the Metropolitan Transportation Commission have been working together to establish Clipper Card service once operations begin on the SMART line. SCTA received a request that SMART be allowed to use $500,000 of the CMAQ funds previously programmed to purchase cars, for Clipper Card service instead. In exchange, SMART would use $500,000 in Measure Q funds toward the purchase of SMART train cars instead. The remaining $6.1M will remain CMAQ funds.

By making this fund swap SMART and MTC can more efficiently facilitate Clipper service and there is no change to the original project funded by OBAG through SCTA.

Policy Impacts:
None, it is within established policy for the Board to program and reprogram these funds at its discretion.

Fiscal Impacts:
None, the funds being reprogrammed for Clipper Card Service will be replaced with Measure Q funds. There is a net zero change in the amount of funds committed for purchase of the SMART rail cars.

Staff Recommendation:
Staff recommends that the Board approve this administrative change of programming in the OBAG CMAQ funds.
## CMAQ Projects

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project</th>
<th>Score</th>
<th>Requested Funding</th>
<th>Requested Funding Cumulative</th>
<th>Proposed Funding</th>
<th>Proposed Funding Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma</td>
<td>Rehabilitation of Various Streets in Petaluma</td>
<td>22</td>
<td>$291,000</td>
<td>$291,000</td>
<td>$291,000</td>
<td>$291,000</td>
</tr>
<tr>
<td>Cotati</td>
<td>Old Redwood Highway South Rehabilitation and Connector</td>
<td>19</td>
<td>$1,132,000</td>
<td>$2,264,000</td>
<td>$2,264,000</td>
<td>$2,264,000</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>Downtown Specific Plan Area Revitalization - Phase 2</td>
<td>19</td>
<td>$1,132,000</td>
<td>$2,264,000</td>
<td>$2,264,000</td>
<td>$2,264,000</td>
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<tr>
<td>Santa Rosa</td>
<td>Downtown PDA Complete Street Enhancements</td>
<td>18</td>
<td>$713,000</td>
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<td>$1,945,000</td>
<td>$1,945,000</td>
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<td>Sonoma Co.</td>
<td>Verano Avenue Complete Streets</td>
<td>14</td>
<td>$2,024,000</td>
<td>$4,048,000</td>
<td>$4,048,000</td>
<td>$4,048,000</td>
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<tr>
<td>SMART</td>
<td>SMART Pathway College Ave to Guerneville Road</td>
<td>14</td>
<td>$743,000</td>
<td>$1,186,000</td>
<td>$1,186,000</td>
<td>$1,186,000</td>
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<td>Windsor</td>
<td>Franklin St Bridge Ped Path Enhancement</td>
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<td>$665,000</td>
<td>$1,448,000</td>
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<td>$1,448,000</td>
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<tr>
<td>Cloverdale</td>
<td>Safe Routes to Schools Phase 2</td>
<td>13</td>
<td>$323,000</td>
<td>$1,371,000</td>
<td>$1,371,000</td>
<td>$1,371,000</td>
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<td>Windsor</td>
<td>Class 1 Bicycle &amp; Ped Path at East Windsor Creek</td>
<td>13</td>
<td>$765,000</td>
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<td>Cotati</td>
<td>School Street Bicycle and Pedestrian Connector</td>
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<td>Cotati</td>
<td>Gravenstein Highway Bicycle and Pedestrian Connector</td>
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<td>SMART</td>
<td>SMART Pathway East Cotati Ave to Southwest Blvd</td>
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<td>$1,333,000</td>
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<tr>
<td>Sonoma Co.</td>
<td>Mark West Creek Trail - Fulton Rd to Old Redwood Highway</td>
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<td>$350,000</td>
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## STP Projects

<table>
<thead>
<tr>
<th>Jurisdiction</th>
<th>Project</th>
<th>Score</th>
<th>Requested Funding</th>
<th>Requested Funding Cumulative</th>
<th>Proposed Funding</th>
<th>Proposed Funding Cumulative</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma</td>
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<td>22</td>
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<td>$2,946,000</td>
<td>$2,946,000</td>
<td>$2,946,000</td>
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<tr>
<td>Rohnert Park</td>
<td>Rehabilitation of Various Streets in Rohnert Park</td>
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<tr>
<td>Cotati</td>
<td>Downtown Specific Plan Area Revitalization - Phase 2</td>
<td>19</td>
<td>$3,324,000</td>
<td>$6,648,000</td>
<td>$6,648,000</td>
<td>$6,648,000</td>
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<td>Cotati</td>
<td>Old Redwood Highway South Rehabilitation and Connector</td>
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<td>$820,000</td>
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<tr>
<td>Santa Rosa</td>
<td>Sustain Existing Transit Corridor Pavement St Enhancements</td>
<td>17</td>
<td>$2,700,000</td>
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<td>Sebastopol</td>
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<td>Sonoma Co.</td>
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<td>$484,000</td>
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<td>Healdsburg</td>
<td>Rehabilitation of Various Streets in Healdsburg</td>
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<td>$266,000</td>
<td>$3,490,000</td>
<td>$3,490,000</td>
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<tr>
<td>Windsor</td>
<td>Rehabilitation of Various Streets in Windsor No 1</td>
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<td>$793,000</td>
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<td>Sonoma Co.</td>
<td>2015 Rehabilitation of Various Roads in Sonoma County</td>
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</table>

### Projects highlighted in gray have both STP and CMA funds

#### Type of Funding

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<thead>
<tr>
<th>Type of Funding</th>
<th>Available</th>
<th>Proposed</th>
<th>Delta</th>
</tr>
</thead>
<tbody>
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<td>Surface Transportation Program (STP)</td>
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<td>$9,197,000</td>
<td>$(115,000)</td>
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<tr>
<td>Congestion Mitigation/Air Quality Program (CMAQ)</td>
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<td>Transportation Alternatives</td>
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<td>$(115,000)</td>
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<td><strong>Sub-total CMAQ/TAP</strong></td>
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<td>$4,565,000</td>
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<tr>
<td><strong>Total OBAG Project Programming</strong></td>
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<td>$13,762,000</td>
<td>$4,000</td>
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#### Planning and Programming Activities (STP)

<table>
<thead>
<tr>
<th>Available</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Previously Approved for SMART railcar purchase (CMAQ)</td>
<td>$6,100,000</td>
</tr>
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<td>Clipper Card Service for SMART (CMAQ)</td>
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<tr>
<td><strong>Total OBAG Funding</strong></td>
<td>$2,673,000</td>
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#### Countywide Safe Routes to Schools Program (NON OBAG)

<table>
<thead>
<tr>
<th>Available</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>$1,379,000</td>
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<tr>
<td><strong>Sub-Total OBAG Funding</strong></td>
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<td><strong>Grand Total Proposed Programming</strong></td>
<td>$24,418,000</td>
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Staff Report

To: SCTA Board of Directors
From: Suzanne Smith, Executive Director
Item: 4.3.4 – Transportation bills in the State Legislature
Date: June 8, 2015

Issue:
Shall the SCTA Board consider taking positions on legislation currently under consideration in the State Legislature?

Background:
There is a significant amount of discussion about transportation funding matters in the Legislature this year.

The Senate Transportation & Housing Committee approved Senator Beal’s proposal to fund the maintenance needs facing state highways and local streets. SB 16, which is outlined below, directs additional revenue to maintaining state highways and local streets and roads without impacting the general fund.

However, the Republican Vice Chairman of the Committee withheld his vote for this bill because it does not go far enough. Senator Anthony Cannella expressed his preference to immediately stop the use of truck weight fees for debt service. In addition, he expressed the need to increase funding for mass transportation, and thought the proposal should generate an additional $2 billion in order to close the gap facing the state’s annual highway maintenance needs.

In order to address the interests of Senator Cannella, potential changes to SB 16 include a larger increase to the excise tax than proposed in SB 16, and potentially increasing the share of cap & trade funds directed toward transit operations and capital programs.

SB 16 would generate up to $3.6 billion annually over the next 5 years. Other than a minor bump in STA revenue resulting from an increase in the diesel excise tax, transit is not entitled to any of these funds. This funding plan would remain in place through the 2019-2020 fiscal year, unless it is extended by the Legislature.

Revenues
- 10 cent increase in the excise tax for gasoline.
- 12 cent increase in the excise tax for diesel.
- Phase in over five years the return of truck weight fees to transportation accounts.
- Phase in over five years a .35 percent increase the Vehicle License Fee. This revenue would be dedicated to pay the debt service on transportation bonds.
• Repay existing loans made from transportation accounts over 3 years. The total amount of debt to be repaid is a little under $1 billion.

• Increase the base vehicle registration fee by $35.

• Increase the vehicle registration fee for zero emission vehicles by $100. A zero emission vehicle includes any vehicle that operates on a fuel other than gasoline or diesel.

• If the Legislature does not extend this plan beyond the 2019-20 fiscal year then the excise tax increase and the fee imposed on vehicles and zero emission vehicles would sunset.

Allocation

• 5% off the top would be set aside as an incentive for counties that currently do not have a local transportation sales tax programs to adopt one. These funds would be used to match local sales tax revenue generated in a county that adopts a program for the first time after July 1, 2015. Any funds unspent in any fiscal year would be split between the SHOPP and local streets and road program.

• 50% of the remaining funds would be allocated to Caltrans for the State Highway Operation and Protection Program (SHOPP).

• 50% of the remaining funds would be allocated to cities and counties. Half of these would be allocated to cities on a per capita basis. Counties would be allocated the remaining half based on the formula whereby 75% of the funds are allocated on the county’s share of registered vehicles, and 25% based on a county’s share county maintained road miles.

• 2 cents of the diesel excise tax increase is directed to the Trade Corridors Improvement Fund, or approximately $50 million per year.

Reporting Requirements

• In order for cities and counties to receive funds from the Controller, they must submit to the CTC a list of projects proposed to be funded. Upon approval by the CTC, the Controller will then apportion that local government’s share of the funds.

• Cities, counties and Caltrans are required to annually submit to the CTC documentation of each project completed, the amount of funds expended, and the useful life of the project. The CTC is required to evaluate the documentation to determine how effective the agency has been in reducing deferred maintenance and improving road conditions.

• SB 16 proposes a maintenance of effort (MOE) requirement that each city or county must achieve in order to be eligible to receive funds. The MOE requires the city or county to continue to expend the annual average expenditure from its general fund for road purposes during the 2009-10, 2010-11, and 2011-12 fiscal years.

Caltrans Efficiency

• SB 16 requires Caltrans to submit a plan to the CTC that outlines how Caltrans will improve efficiencies by 30% over the subsequent three years. The saving resulting from this plan shall be used for SHOPP projects.

The Senate Republican Caucus introduced SCA 7. This measure would amend the Constitution to prohibit the use of any transportation funds, including truck weight fees, from being used to pay general obligation bond debt. In addition, SCA 7 would add to Article 19 a provision that any increase in to the vehicle license fee above the current .65 percent rate must be used for transportation purposes.
In addition, the Assembly Committee on Transportation approved AB 227 by Assembly Member Alejo. This is another measure that would halt the use of truck weight fees for paying transportation bond debt, and it would require all outstanding loans from transportation accounts to be repaid by December 31, 2018. The revenue returned to transportation accounts would be allocated 44% STIP, 12% SHOPP, and 44% local streets and roads. AB 227 does not propose any fee or tax increases that would be used to alleviate the impact to the general fund.

**Policy Impacts:**
Consider taking a formal position on SB16. While this may not end up as part of the budget approval discussion could continue into the fall.

**Fiscal Impacts:**
SB16 would provide an infusion of transportation funding of approximately $3.6B over five years and address debt service on transportation bonds that will help free up funds in the future for transportation purposes. This bill is a more detailed version of the proposal put forward by Speaker Atkins earlier this year. The two could be incorporated into a possible budget deal.

**Staff Recommendation:**
Consider taking a support position on SB16.
Staff Report

To: Sonoma County Transportation Authority
From: Brant Arthur, Community Affairs Specialist
Item: 4.4 – Authorization to Issue Request for Proposals (RFP) for Website Development
Date: June 8, 2015

**Issue:**
Should the SCTA issue a Request for Proposals (RFP) to seek a qualified consultant to lead a web development process for the SCTA/RCPA?

**Background:**
The SCTA launched its website through the County of Sonoma in 2001. It was redesigned in 2004 and then moved to sctainfo.org (still administered by the County) in 2005. In 2010, information on the RCPA was added and in 2011 the site design was updated.

The importance of online communications has continued to grow along with the SCTA/RCPA. Websites are now expected to be responsive for mobile devices and utilize a Content Management System (CMS) to simplify editing. The County of Sonoma Information Systems Department is in the process of migrating all websites hosted on County servers (including sctainfo.org) to a CMS that was obtained in 2012.

The SCTA/RCPA will be conducting a number of planning projects (such as the Comprehensive Transportation Plan, Transportation Fuel Shift Plan, Transportation Mode Shift Action Plan and Climate Action 2020) which require an updated set of online tools and communication strategies. When the Community Affairs Specialist position was created, one of the identified tasks was to facilitate website enhancements. Now that the position is filled, there is capacity to evaluate additional web development options. Staff proposes to examine those options with a Request for Proposals (RFP), to help determine the need for additional qualified consultant services.

SCTA/RCPA staff will be investing time to migrate the existing website, regardless of issuing an RFP, as the County moves forward with its transition. The RFP may uncover better tools and other opportunities as part of the website development process. This could then improve SCTA/RCPA’s communications across various projects underway in the coming years and provide greater flexibility.

The RFP would seek qualified contractors to work with SCTA/RCPA staff in a multi-phase web development process that includes discovery, design, development, testing, and deployment. Services related to ongoing maintenance may also be included.

**Policy Impacts:**
There is no policy impact associated with the recommendations.

**Fiscal Impacts:**
The FY15/16 Preliminary Budget includes expenditures for a number of outside contracts and services, including web design. Rough estimates for the evolving scope of work indicate that the RFP would stay within the FY15/16 preliminary budget.

**Staff Recommendation:**

Staff recommends that the Board authorize staff to issue an RFP for a qualified consultant to lead a web development process for the SCTA/RCPA.
Issue:
Shall the Board authorize the Executive Director to negotiate final terms for and execute the attached draft agreements for consulting services related to the Shift Sonoma County project?

Background:
In June 2014, the SCTA and RCPA were awarded an $868,463 planning grant from the Strategic Growth Council’s (SGC) Sustainable Communities Planning Grants and Incentives Program to develop the Shift Sonoma County project. The purpose of Shift Sonoma County (Shift) is to develop an action plan for local government to facilitate a significant shift in transportation behavior in Sonoma County. The goal of the planning project is to emerge with well-developed recommendations for how to implement critical policy and program strategies to reduce vehicle miles traveled (VMT) and increase electric vehicle use.

Shift Sonoma County
The Shift planning scope builds from the Comprehensive Transportation Plan, Climate Action 2020, and Plan Bay Area to identify critical gaps and barriers preventing broader use of clean transportation options and define high priority strategies for local government to address those gaps. Specific elements of the project include:

- Transportation Mode Shift Action Plan
  - Transportation Demand Management (TDM) Needs Assessment and Program Plan
  - Bike Share Feasibility Study
  - Car Share Feasibility

- Transportation Fuel Shift Action Plan
  - Electric Vehicle Charging Infrastructure Program Needs Assessment
  - Municipal Electric Vehicle Action Plan
  - Private Electric Vehicle Action Plan

- Community Engagement Campaign
  - Market analysis
  - Engagement tool
  - Community engagement
  - Website enhancements
  - Spanish language translation
  - Marketing plan
The overall work plan for the project will be coordinated by the SCTA and RCPA. The contract for services related to the Mode Shift Plan will be managed by Dana Turrey at SCTA and the contract for services related to the Fuel Shift Plan will be managed by Lauren Casey at RCPA.

The project teams were selected by a panel of SCTA and RCPA staff and partner agencies after interviews held on May 18th. A team with Nelson Nygaard as the prime and W-Trans and SPG Consulting as subconsultants was chosen for the Mode Shift Action Plan. A team with ICF International as the prime and REJ Electric as a subconsultant was selected for the Fuel Shift Action Plan. The standard agreement and proposed work scopes for each project team are provided as attachments to this staff report.

There is a need to initiate the project quickly to accommodate grant funding timelines. Staff is therefore requesting authorization to negotiate the final terms of the contract, specifically the final work scope and budget by task. These elements will be refined after a scope and schedule conference call with RCPA, SCTA, and the project managers for the Fuel Shift and Mode Shift action plans.

SCTA and RCPA staff will work with both consulting teams to ensure that local knowledge, analysis, and community input will be efficiently developed and collected to inform all facets of the project. Staff anticipates that the resulting plan will articulate very specific opportunities for funding and implementation.

**Policy Impacts:**
Carrying out the Shift Sonoma County Plan supports the 2009 Comprehensive Transportation Plan Policy 3A to reduce VMT per capita by 10% below 2005 levels by 2035 and the RCPA goals to reduce GHG emission levels.

**Fiscal Impacts:**
The total SGC grant budget is $868,463. Of this, $553,463 will cover SCTA and RCPA staff time in managing and developing the project, and $90,000 is set aside for environmental documents unrelated to the Shift Sonoma County Plan. The contract for the Mode Shift Plan will not exceed $110,000. The contract for the Fuel Shift Plan will not exceed $115,000. These revenues and costs were included in the draft budget for FY15/16 approved by the Board in May.

**Staff Recommendation:**
Staff recommends that the Board approve the contracts with the Nelson Nygaard and ICF International as drafts and authorize SCTA/RCPA to negotiate the final terms of the contracts, scopes of work, and budgets by task for each contract.

**Attachments:**
1. Draft Standard Agreement for Mode Shift Plan
2. Draft scope of work for Mode Shift Plan
3. Draft Standard Agreement for Fuel Shift Plan
4. Draft scope of work for Fuel Shift Plan
Standard Professional Services Agreement ("PSA")

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of __________, 20__ ("Effective Date") is by and between the Sonoma County Transportation Authority, (hereinafter referred to as "SCTA"), and _______________ (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional, experienced in the preparation of transportation mode shift plans, transportation demand management plans, car share feasibility studies, bike share feasibility studies, and related services; and

WHEREAS, SCTA has received a Sustainable Communities Planning Grant from the Strategic Growth Council for Shift Sonoma County (California Department of Conservation – Division of Land Resource Protection Strategic Growth Council – 2014 Sustainable Communities Planning Grant Number: 3014-630, hereinafter referred to as the “Grant Agreement”), a comprehensive planning project underway by the SCTA, in partnership with the Sonoma County Regional Climate Protection Authority (“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; and

WHEREAS, in the judgment of the SCTA, it is necessary and desirable to employ the services of Consultant for drafting a Transportation Mode Shift Plan as part of Shift Sonoma County.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and RCPA, and SCTA and RCPA staff, in the performance of all work hereunder, including compliance with the Grant Agreement.
1.3 **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by SCTA shall not operate as a waiver or release. If SCTA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 **Assigned Personnel.**

   a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SCTA, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SCTA.

   b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this Agreement, and without whose services SCTA would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA. With respect to performance under this Agreement, Consultant shall employ the following key personnel: ________________.

   c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. **Payment.**

   2.1 **Payment for Consultant’s Services.** For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that total payments to Consultant shall not exceed $______________, without the prior written approval of SCTA. The hourly rates specified in Exhibit C shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit.
2.2 Payment for Consultant’s Non-Salary Expenses. Subject to paragraph 2.1 above, actual cost of non-salary expenses provided by Consultant, incurred directly for the Project, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:
   a. Services directly applicable to the Project, such as special consultants, commercial printing, and binding.
   b. Identifiable reproduction services applicable to the Project such as printing of drawings, photostating, multilithing, printing, and similar services.
   c. Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
   d. Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.
   e. Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

The following costs are ineligible for reimbursement:
   a. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project).
   b. Overhead, such as rent, and utilities.
   c. Food or beverages (e.g. as part of meetings, workshops, training, or events).

2.3 Payment Procedure for Consultant’s Services.

Invoices. SCTA shall make payments to Consultant on the basis of Consultant’s invoice to SCTA for work performed. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County’s Auditor and the Head of the SCTA. The bills shall show or include:
   (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any (expenses not expressly authorized by the Agreement shall not be reimbursed); (v) the total amount of the previous bill; and (vi) the total-to-date billings. Records of time spent by Consultant shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual’s time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

Monthly Progress Reports. Consultant shall complete Monthly Progress Reports and provide them to SCTA with each monthly invoice for the term of this Agreement. Progress Reports shall show or include (i) the estimated percentage of work completed on a task-by-task basis; (ii) the percentage of funds invoiced; and (iii) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether Consultant has satisfactorily performed the work identified in the invoice. If SCTA determines that Consultant has not satisfactorily performed such work, SCTA shall inform Consultant in writing of such fact and may proceed pursuant to paragraph 1.4. Subject to the provisions of paragraph 4, SCTA shall cause payment to be made to Consultant within thirty (30) business
days following SCTA’s determination that Consultant has satisfactorily performed the work for which Consultant has invoiced SCTA.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the SCTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the SCTA.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the SCTA shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, SCTA requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the SCTA requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the SCTA of any changes in the facts. Forms should be sent to the SCTA pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide SCTA with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from __________ to __________ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCTA shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCTA may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination.
In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to SCTA all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to SCTA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
4.4 Payment Upon Termination. Upon termination of this Agreement by SCTA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if SCTA terminates the Agreement for cause pursuant to Section 4.2, SCTA shall deduct from such amount the amount of damage, if any, sustained by SCTA by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Purchasing Agent or SCTA Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SCTA and RCPA, and to indemnify, hold harmless, and release SCTA and RCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SCTA or RCPA based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent negligence on SCTA’s or RCPA’s part, but to the extent required by law, excluding liability due to SCTA’s or RCPA’s conduct. SCTA and RCPA shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers’ compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
8. Extra or Changed Work. Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, SCTA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the SCTA.


9.1 Standard of Care. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SCTA shall not operate as a waiver or release.

9.2 Status of Consultant. The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, worker’s compensation plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 No Suspension or Debarment. Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the SCTA.

9.4 Taxes. Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCTA harmless from any liability
which it may incur to the United States or to the State of California as a consequence of Consultant’s failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SCTA with proof of payment of taxes on these earnings.

9.5 Records Maintenance. Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCTA for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 Conflict of Interest. Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SCTA, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SCTA disclosing Consultant's or such other person's financial interests.

9.7 Statutory Compliance. Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 Nondiscrimination. Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 AIDS Discrimination. Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 Assignment of Rights. Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans
and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format, as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA. Consultant shall make all products and deliverable work-products acquired or developed pursuant to this Agreement available for inspection upon request by the California Department of Conservation, as stipulated in the Grant Agreement, at the time designated by the California Department of Conservation.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.13 Publicity and Acknowledgment.

a. The Consultant agrees that it will acknowledge the Strategic Growth Council’s support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The Consultant shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

“The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council.”

b. The Consultant shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

“Disclaimer
The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the California Strategic Growth Council or of the California Department of Conservation, or its employees. The California Strategic Growth Council and the California Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.”
c. Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, SCTA shall provide the California Department of Conservation with an opportunity to review any and all references to the California Strategic Growth Council or the California Department of Conservation or the Sustainable Communities Planning Grant Program in such materials and publications.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits SCTA’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments 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:

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a
payment, on or before the due date), (2) the sender has a written confirmation of the facsimile 
transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s 
time). In all other instances, notices, bills and payments shall be effective upon receipt by the 
recipient. Changes may be made in the names and addresses of the person to whom notices are 
to be given by giving notice pursuant to this paragraph.

13. **Miscellaneous Provisions.**

13.1 **No Waiver of Breach.** The waiver by SCTA of any breach of any term or promise 
contained in this Agreement shall not be deemed to be a waiver of such term or provision or 
any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 **Construction.** To the fullest extent allowed by law, the provisions of this Agreement 
shall be construed and given effect in a manner that avoids any violation of statute, 
ordinance, regulation, or law. The parties covenant and agree that in the event that any 
provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, 
or unenforceable, the remainder of the provisions hereof shall remain in full force and effect 
and shall in no way be affected, impaired, or invalidated thereby. Consultant and SCTA 
acknowledge that they have each contributed to the making of this Agreement and that, in the 
event of a dispute over the interpretation of this Agreement, the language of the Agreement 
will not be construed against one party in favor of the other. Consultant and SCTA 
acknowledge that they have each had an adequate opportunity to consult with counsel in the 
negotiation and preparation of this Agreement.

13.3 **Consent.** Wherever in this Agreement the consent or approval of one party is required 
to an act of the other party, such consent or approval shall not be unreasonably withheld or 
delayed.

13.4 **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed 
to create and the parties do not intend to create any rights in third parties.

13.5 **Applicable Law and Forum.** This Agreement shall be construed and interpreted 
according to the substantive law of California, regardless of the law of conflicts to the 
contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the 
breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of 
Santa Rosa, in the County of Sonoma.

13.6 **Captions.** The captions in this Agreement are solely for convenience of reference. 
They are not a part of this Agreement and shall have no effect on its construction or 
interpretation.

13.7 **Merger.** This writing is intended both as the final expression of the Agreement between 
the parties hereto with respect to the included terms and as a complete and exclusive 
statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. 
No modification of this Agreement shall be effective unless and until such modification is 
evidenced by a writing signed by both parties.
13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.
CONSULTANT: _______________

_____________________________

By: ________________________

Name: _______________________

Title: ________________________

Date: ________________________

SCTA: COUNTY OF SONOMA

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

By: __________________________

Suzanne Smith, Executive Director, SCTA

Date: _______________

APPROVED AS TO FORM FOR COUNTY:

By: __________________________

County Counsel

Date: _______________

By: __________________________

Chair, Board of Directors

Date: _______________

ATTEST:

_____________________________

Clerk of the Board of Directors
PROJECT UNDERSTANDING AND APPROACH

PROJECT UNDERSTANDING

Sonoma County has made a bold commitment to reduce greenhouse gas (GHG) emissions as clearly evidenced by the pledge made by all 10 local government jurisdictions in 2005 to reduce GHG emissions by 25% below 1990 levels by 2015. A subsequent commitment to reduce emissions by 40% below 1990 levels by 2035 was made by the SCTA. As the transportation sector is the largest contributor to GHG emissions, at 52%, the Transportation Mode Shift Action Plan provides the county with a tool for implementing transportation strategies and services that can have a genuine impact on reducing GHG emissions. Beyond the environmental benefits of this Plan, there is an opportunity to create transportation solutions that address equity and public health issues by creating increased mobility options and access to existing services.

The arrival of SMART service is a once-in-a-generation opportunity to improve regional access, expand physical mobility, reduce vehicle trips, and facilitate locally appropriate development. This new transit service and associated development must be accompanied by programs and policies throughout the corridor that connect the rail line to the communities located along the 70 mile rail line. The establishment of a bike share and car share program can serve as a tool for not only improving access within and between communities but as a first-mile, last-mile strategies to connect residents and employees to transit. TDM strategies can further leverage the investment in SMART by creating programs such as free transit passes and policy guidelines, such as parking requirements, that support transit.

Sonoma County is a diverse place comprised of a variety of community types, from larger cities such as Santa Rosa as well as small towns like Healdsburg and Sebastopol, with residents from a range of income levels and backgrounds. Understanding how needs varying by community and by resident type will be crucial in order to develop TDM strategies that are tailored to meet the needs of each jurisdiction both in terms of demographics and location. Community input will also help ensure that bike share and car share vehicles are located where they will be actively used and will provide businesses and local jurisdictions with an opportunity to weigh in on what strategies would address their needs as well identify potential barriers to implementation. Having a strong and collaborative relationship between the team and the community engagement officer will ensure that community feedback informs and helps shape the recommendations that come out of the Mode Shift Action Plan.

Sonoma County is also a geographically diverse place. A significant portion of the county’s land is utilized for agricultural uses as well as open space; creating a picturesque landscape while also posing challenges for creating a multimodal network that connects the county. The Mode Shift Action Plan will look at opportunities for increasing connectivity between communities as well as within communities. The SCTA and RCPA have expressed a desire for “innovative and aggressive” strategies. The project team looks forward to exploring a range of ideas, both those more “traditional” metrics such as financial incentives and parking regulations as well as measures that would be new to the county such as congestion pricing or a countywide TDM ordinance.

The SCTA and RCPA have already established a strong foundation through previous and current planning efforts and work will build on these efforts in order to address the following key goals:
• Serve the diverse population that makes Sonoma County
• Identify the broad range of user groups throughout the county and analyze for bike share and car share demand
• Create a set of TDM strategies that address the needs of different user groups (residents, employees, employers, and school children)
• Optimize existing transportation infrastructure and services to fill in gaps in the multimodal network
• Develop an evaluation framework that establishes the parameters for selecting ideal bike share and car share locations and identifies specific locations for implementation
• Support attainment of Shift Sonoma County goals by providing a range of transportation policies, programs and services

PROJECT APPROACH

Responding to local conditions and project goals described in the Project Understanding, we have assembled a team of transportation demand management, greenhouse gas reduction, bike share, and car share experts with the requisite skills and expertise to develop a Mode Shift Plan that can achieve both the environmental as well as equity, access, and public health goals and objectives. The Nelson\Nygaard team has extensive experience cultivating regional multi-actor partnerships and identifying appropriate roles and responsibilities for program partners. Both are critical tasks to ensure successful TDM program, bike share, and car share development in Sonoma County.

The Nelson\Nygaard team will not recommend a cookie cutter approach; we pride ourselves on developing strategies and implementation plans based on local context and needs, organizational strengths, and sustainable funding opportunities. Our plan will focus not only on tried and tested TDM approaches, but we will examine emerging TDM policies and techniques that, expand the traditional role of TDM, and clearly emphasize sustainable transportation. The bike share and car share feasibility studies will provide the SCTA and RCPA with a clear path for moving forward with the implementation of bike sharing and car sharing programs that meet market demands and operator requirements. Our methodology to achieve this includes the following:

1. **Review existing transportation needs** to clearly identify gaps in the existing transportation network, particularly in disadvantaged communities.

2. **Understand the market** to identify where car sharing and bike sharing programs can succeed and develop a framework of parameters that will enable SCTA and RCPA to identify future pod locations.

3. **Conduct a thorough review of existing TDM programs and potential resources**, as well as needs and preferences of the region’s travelers, to identify strengths and limitations of existing services, and characterize what additional services or programs would be most effective in increasing use of travel options.

4. **Engage and evaluate opportunities** by working directly with the community engagement officer to provide input on a framework and tools for collecting community input. Community input will help create a plan that locates car share and bike share where they are needed and will be used as well as identifies TDM programs and services that motivate residents, employees, and visitors to walk, bike, carpool or take transit.
5. **Evaluate impacts of potential strategies** using an evaluation framework based on program outcomes and goals. The framework will help to facilitate an efficient evaluation process that determines comparative metrics for program performance. Careful consideration will be made to align these performance measures with other measures and goals already identified by the SCTA and RCPA as well as regional partners and local jurisdictions.

6. **Develop a regional Mode Shift Plan** that include a vision and goals for the Plan and an evaluation of the benefits of the recommendation programs and policies. The recommendations will be tailored to account for the wide variety communities in Sonoma County and their distinct needs.

The end goal of this work is to develop a comprehensive plan and action steps that enable SCTA and RCPA to move forward with the implementation of new TDM measures, a bike share program, and a car share program and illustrates the ability of these programs to reduce vehicle trips and greenhouse gas emissions and benefit the community at large.

**DETAILED SCOPE OF WORK AND MANAGEMENT APPROACH**

**SCOPE OF WORK**

This section does not reiterate the text in the RFP but rather describes our approach and key tools for delivering the Scope of Work provided, with additional recommendations to increase the viability of the plan by optimizing collaboration with internal and external project stakeholders. Our goal is to develop a Mode Shift Plan that is technically sound, realistic, and supported by the community.

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**1.1  Kickoff Meeting**

To initiate the project, the Nelson\Nygaard team will conduct an in-person project kickoff meeting with SCTA and RCPA staff. This meeting will allow for the team to gain a better understanding of:

- How this planning effort will coordinate with other planning efforts including the fuel scope, update to the Climate Action Plan and Comprehensive Transportation Plan (CTP)
- Existing Transportation Demand Management (TDM) programs and services
- Major employers and employment centers
- Major recreational and visitor attractions
- Current traffic, transit, pedestrian, and cyclist conditions and concerns
- Available data from previous planning efforts as well as the County
- Project goals and objectives

The project team will also meet with the community engagement officer who will be overseeing and managing the community outreach effort for this project to discuss and provide input on the
types of feedback that could help inform the needs assessment task as well as outreach strategies for reaching different segments of the community to gather this information.

### 1.2 Project Management

A key component of project management will be regular communication with SCTA and RCPA staff and the project manager. These check-ins will ensure that:

- The client is up to date on what work is being undertaken
- Questions can be addressed in a timely manner
- Updates on parallel planning efforts can be provided
- This scope of work can be coordinated with other projects

Bi-weekly conference calls are proposed in order to ensure on-going communication.

Nelson\Nygaard will prepare monthly invoices and progress reports detailing what work has been undertaken, what project milestones have been achieved, address any outstanding issues or questions, and provide next steps.

### 1.3 Staff Meetings

While bi-weekly conference calls will ensure that there is on-going communication between the project team and the County, it may be helpful to have in-person meetings at select time points, either related to project milestones or at the initiation of a new task. A total of up to two (2) in-person meetings are included in this scope of work.

**Timeframe:** June 2015 – April 2015

**Deliverables:** Revised Scope of Work and Schedule

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### TASK 2 PROJECT OBJECTIVES AND EVALUATION METRICS

#### 2.1 Refine Project Objectives and Evaluation Metrics

While the primary focus of Shift Sonoma County is to develop Transportation Demand Management programs that reduce green house gas (GHG) emissions through a reduction in VMT, additional indicators are identified as measurements of the impacts of Shift Sonoma County. These include: reduced automobile usage/fuel consumption, improved air quality, improved public health, increased social equity, mobility, land use, open space, green infrastructure, recreational opportunities, and economy.

A key outcome of this project will be to quantify how the bike share, car share, and TDM program will work towards reducing the transportation-related GHG emissions as well as help the County achieve the other objectives identified.

The project team will work with the County to review the goals and evaluation metrics identified in the Shift Sonoma County grant to determine the relative weight of importance of each
objective, and identify appropriate metrics to evaluate each objective given the data and resources that are available. Given the broad scope of work, it is anticipated that each metric will be evaluated at a high level using primarily qualitative metrics and relying, to the extent feasible, on existing data.

**Timeframe:** June 2015 – July 2015

**Deliverables:** Refined Project Goals and Evaluation Metrics

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**TASK 3  SHARED MOBILITY AND TDM PROGRAM NEEDS ASSESSMENT**

Given the breadth of planning work already undertaken by the County, as well as planning efforts that will be occurring concurrently with this scope of work, the project team will utilize existing data and build on previous analysis, to the greatest extent possible, to maximize efficiencies.

### 3.1 **Review Background Materials and Data**

The SCTA and RCPA have undertaken a number of planning efforts that will help inform this project and will serve as a source of data to help inform this scope of work. The team will review relevant planning documents, parking regulations, and evaluate the transit and multimodal amenities available. Together, these data will provide a solid baseline for understanding what multimodal services and TDM programs are currently being offered. At a minimum, the project team will examine the following materials:

- Climate Action 2020 Plan
- 2008 Climate Protection Campaign
- Sonoma County Bikeways Plan
- Plan Bay Area
- Sustainable Communities Strategy for Priority Development Areas
- SMART station area plans (e.g. North Santa Rosa Station Area Plan)
- Downtown area plans
- Specific area plans
- Results of the Portrait of Sonoma County project
- 2009 Comprehensive Transportation Plan

### 3.2 **Existing Transportation Conditions**

Understanding existing transportation and land use conditions for the county will provide the foundation for assessing the market for bike sharing, car sharing, and understanding what types of TDM programs are best suited to meet the needs of different communities. Establishing a solid understanding of the existing transportation network and how demographics vary across the county will inform the identification of gaps and needs, particularly in Priority Development Areas and disadvantaged communities.
Nelson\Nygaard will work with the County to identify existing data and data available from other planning efforts. Outside sources such as the U.S. Census Bureau will also be used. Nelson\Nygaard will also work with the County to gather existing and future VMT and GHG outputs from the SCTA Travel Demand model, which will inform the impacts assessment for the bike share and car share feasibility study, as well as the TDM program plan.

Key data points include the following:

- Population density
- Employment density
- Priority development areas
- Current mode share
- Total number of daily trips by trip type (commute versus non-commute)
- Vehicle ownership rates
- Existing and future GHG emissions
- Existing and future VMT
- Existing and planned bicycle facilities
- Major destinations
- Mixed-use developments
- Future major developments
- Parks/recreational facilities
- Transit lines and ridership
- Transit dependency/equity
- Topography
- Parking pricing
- TDM strategies

Select metrics will be mapped to more clearly articulate the data and inform the market analysis for the car share and bike share feasibility studies, as well the development of TDM strategies.

### 3.3 Shared Mobility and TDM Program Needs Assessment Administrative Draft

Nelson\Nygaard will prepare an administrative draft Shared Mobility and TDM Program Needs Assessment, which will include the following elements:

- Current SCTA TDM programs and policies related to TDM in Sonoma County
- Current local jurisdiction TDM program and policies
- An assessment of program priorities for disadvantaged communities and Priority Development Areas using the findings of the existing conditions analysis and review of documents
- A high-level summary of transportation conditions with focus on key transportation corridors, employee, shopper and visitor flow, and key gaps in the multimodal infrastructure or services
3.4 **Shared Mobility and TDM Program Needs Assessment**

Based on a single set of non-conflicting comments, Nelson\Nygaard will make revisions to the administrative draft assessment and submit a final assessment.

**Timeframe:** June 2015 – September 2015

**Deliverables:** Shared Mobility and TDM Program Needs Assessment Administrative Draft

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**TASK 4 BIKE SHARE FEASIBILITY STUDY**

### 4.1 Market Analysis and Indicators

Using the findings of the data analyzed as part of Task 3.2, Nelson\Nygaard will develop a set of evaluation criteria and indicators that will serve as the foundation for the market analysis. These indicators could include factors such as population density, employment density, recreational facilities, and proximity to transit, as well as others.

Nelson\Nygaard will use a context-appropriate spatial demand analysis methodology reflective of the Sonoma County market. This demand analysis will be built on a variety of proximity and cost sensitivity related indicators (see key data points in Task 3.2) and a variable weighting system based on relative impact on demand originating from known travel behavior, commute patterns, and densities of captive and daily user markets in the region.

This analysis will inform the following key determinants of bike share feasibility and long-term sustainability:

- Key user markets and estimated ridership informed by ridership history from existing bike share systems in places with similar population and land use characteristics
- System user hot spots based on user-oriented criteria
- Station siting “hot spots” based on generator-oriented criteria

### 4.2 Evaluation of Potential Operating Models

This task will provide a review of the various bike share operating models currently in use in cities and regions around the country and identify pros and cons for each as they relate to Sonoma County. Potential operating models include forming a new local nonprofit (e.g., B-cycle systems), contracting with a private operator (e.g., Bay Area Bike Share), or a privately owned and operated...
system (e.g., DECOBIKE in Miami). The operating structure will also include consideration of equipment vendor types (e.g., station-based systems versus point-to-point based systems) and explore various funding and incentive models. Potential funding options could include federal, state, and/or city grants, membership and usage fees, system sponsorships, station sponsorships, corporate memberships, advertising, and nonprofit grants and donations. The summary will explore how various operating and technology choices impact costs/revenues (and potential strategies for controlling costs), benefits and risks to local agencies, as well as their suitability to the local market context and demand.

This section will provide SCTA and partner agencies with key considerations for selecting an operating structure and equipment type based on the needs identified by the advisory committee and the community.

4.3 Site Identification

Based on their more than 20 years of experience on transportation planning projects in Sonoma County, W-Trans will lead this task. Site identification will be informed by the factors identified Market Analysis (Task 4.1), feedback received through the community engagement process, sites included in previous plans, SMART station sites, location of bike facilities and routes, potential trip purposes such as commute, school, shopping, tourism and recreational, location of trip attractors, etc. The site identification will provide general parameters for siting, such as spacing and density of stations, as well as proximity to destinations and the bike network. Where there is adequate information available specific pod locations will be identified.

The resulting bike share system plan will include recommendations for an initial launch, as well as areas that can be included in subsequent phases as funding allows. Defining the service area will consider a number of factors, including areas with the highest potential demand for bike sharing (as described in the Market Analysis Task which identifies where people live, work, shop, and take transit) as well as factors such as geographic and social equity.

4.4 Technology and Infrastructure Analysis and Next Steps

Building off the Evaluation of Potential Operating Models, this section will identify the technology and other infrastructure elements (such as rebalancing vehicles, website, system back end, etc.) required to implement a bike share program. Nelson\Nygaard will prepare a general timeline and action items, including potential partner responsibilities, to move Sonoma County towards implementation. In addition to infrastructure and capital needs, we will identify opportunities for integration of bike share with fixed-route transit (e.g., wayfinding, user information and web based tools).

4.5 Bike Share Impact Assessment

Nelson\Nygaard will conduct an assessment of how well bike share can meet the goals identified in the Shift Sonoma County grant proposal as well as those identified in Task 2. We will use the bike share trip estimates developed as part of Task 4.1 (Market Analysis) to analyze the potential of the bike share to meet goals such as:

- The potential to reduce greenhouse gases and particulate matter through reduction in vehicle miles traveled; corresponding to reduction in automobile use and fuel consumption
• Promote public health through active transportation as an alternative to driving as well corresponding reductions in pollutants which improve air and water quality
• Promote equity through the provision of a new and low cost transportation option
• Improve infrastructure and economy, revitalize urban centers, promote infill development, and protect natural land

Documenting the benefits of bike share can be an important element to garner support for bike share in Sonoma County and to communicate the benefits of bike share to potential sponsors.

4.6 Bike Share Feasibility Study Administrative Draft

Nelson\Nygaard will prepare an administrative draft of the Bike Share Feasibility Study, which will include the following elements:

• Findings of the market analysis and key indicators
• Map of selected service areas, potential sites
• Parameters for selecting sites
• Potential operating models and the recommended model for Sonoma County
• Technology and infrastructure needs
• Impact assessment and GHG emission analysis

4.7 Bike Share Feasibility Study

Based on a single set of non-conflicting comments, Nelson\Nygaard will make revisions to the administrative draft plan and submit a final plan.

**Timeframe:** August 2015 – December 2015

**Deliverables:** Bike Share Feasibility Study Administrative Draft

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5.1 Santa Rosa Car Share Site Feasibility Assessment

The County has received a grant from the Metropolitan Transportation Commission (MTC) to evaluate the feasibility of car sharing in the City of Santa Rosa. This subtask will build on the site identification work that has been done as part of this grant.

The preliminary list of Santa Rosa car share sites provided by SCTA will be peer-reviewed, including the methodology used to develop the list of sites. Ideally, these sites will be evaluated using the criteria which will be developed for the countywide car share site identification task (discussed in Task 5.2), however given that this task must be completed by July 15, 2015, the evaluation metrics may be different than those ultimately used in the countywide site assessment. Factors such as location of trip attractors, higher density housing development areas and/or low auto ownership areas; tourism focal points, etc. will potentially be used. The sites will also be assessed based on accessibility to major travel routes and availability of public land or parking lots which could accommodate car share pods. The location of the sites will be updated as necessary using this process.

The project team will work with the County to identify the appropriate operating model (for profit, peer to peer, etc.) for the first phase of car sharing. The operating model selected will influence the subsidy required for implementation as well as the potential for profitability.

An implementation timeline and scope that identifies benchmarks for the accomplishments of key tasks that will enable the program to be implemented by the end of 2016 will be provided. Described below are key elements that would be included in the timeline:

- 6/30/15: Outreach to demographically similar, relatively low-density communities that either have or once had car sharing programs. These include certain universities and university towns. For example:
  - Many small college towns with high numbers of on-campus residents have Zipcar on campus. Despite high numbers of students living without access to a car, these programs often require initial (and sometimes perpetual) subsidies by the host institutions.
  - Boulder, CO has had a nonprofit operator for many years.
  - Eugene, OR appears to be the smallest, lowest-density community where Car2go’s fleet-based, point-to-point model operates in the US.
  - Because of their relatively low capital requirements (i.e. they don’t own any vehicles) RelayRides and Getaround may be more willing to support peer-to-peer operations if Santa Rosa cannot support fleet-based operators.

- 8/31/15: Preliminary outreach to leading providers of all three car-sharing operating models to determine which of these types of operators will most likely consider operating in Santa Rosa, and under what circumstances. Considerations:
  - Most operators of fleet-based car sharing (station and point-to-point alike) are very dependent on high utilization and typically have minimum population density requirements that must be met prior to their considering entering an area - unless they receive subsidies.
  - Certain operators also require non-operating subsidies (e.g. free or discounted parking).
− Even peer-to-peer operators, despite having relatively low operating costs, may require marketing help or even operating subsidies in order to establish operations in a relatively low-density location.

− 10/31/15: Once the most viable operating model is identified, we will develop and distribute an RFP inviting both non and for profit operators to propose a plan to enter the local area. If necessary, the RFP will offer marketing (and possibly even operating) support from the county.

5.2 Market Analysis

Using the findings of the data analyzed as part of Task 3.2, Nelson\Nygaard will develop a set of evaluation criteria and indicators that will serve as the foundation for the market analysis. These indicators could include factors such as population density, employment density, vehicle ownership rates, proximity to transit, and availability of off-street parking facilities, as well as others.

Nelson\Nygaard will use a context-appropriate demand analysis methodology reflective of the Sonoma County market. This demand analysis will be built on a variety of proximity and cost sensitivity related indicators and a variable weighting system based on relative impact on demand originating from known travel behavior, commute patterns, and densities of captive and daily user markets in the region.

This analysis will inform the following key determinants of car share feasibility and long-term sustainability:

− Key user markets and estimated users
− System user hot spots based on user-oriented criteria
− Station siting “hot spots” based on generator-oriented criteria

It should be noted that, in general, car sharing operators are motivated by market opportunity. The fact that there is currently no operator in Sonoma County likely means one of three things: (1) the market conditions aren’t yet right for car sharing in this area; or (2) there are other areas with better current market conditions for car sharing, and the operators are focused on serving these first; or (3) conditions in Sonoma County are much better, from a car sharing perspective, than any of the existing operators realize. As such, the market analysis may show that current conditions do not meet the minimum threshold for some operators for entering a new market. If this is the case, the evaluation of operating models will provide the county with insight on what types of car share models may be appropriate in the near-term versus the long-term. Also, there may be strategies such as revenue guarantees that can be used to bring operators to the county in the near-term.

5.3 Evaluation of Potential Operating Models

This section will provide a review of the various car share operating models currently in use in cities and regions around the country and identify pros and cons for each as they relate to Sonoma County. Potential operating models include recruiting, forming, and securing funding for a new local nonprofit (e.g., City CarShare), contracting with a private for profit operator (e.g., Zipcar or Enterprise), or a peer-to-peer system (e.g., Getaround, RelayRides). The evaluation of operating structures will also include consideration of one-way trip systems (Car2Go) versus systems where the user picks up and drops off the vehicle at the same pod, as well allocating both on and off-street spaces to carshare vehicles.
This evaluation will explore various funding and incentive models. Potential funding options could include federal, state, and/or city grants, membership and usage fees, system sponsorships, station sponsorships, corporate memberships, advertising, and nonprofit grants and donations. The summary will explore how the various operating and technology choices impact costs/revenues (and potential strategies for controlling costs), benefits and risks to local agencies, as well as their suitability to the local market context and demand. This section will conclude with recommendations for an operating structure based on the needs identified by the advisory committee and project staff and informed by the peer review. The recommendations will take into account the ability to serve a variety of potential trip types including work related trips, discretionary trips, and recreational trips, as well as different user groups.

5.4 Site Identification

W-Trans will lead this task. General locations of car sharing sites will be identified based on various previous plans; feedback received through the community engagement process; location of trip attractors; higher density housing development areas and/or low auto ownership areas; and potential trip purposes which attract car sharing such as specialized commute, tourism and longer haul recreational trips. Factors such as geographic and social equity will also be considered. The site identification will provide general parameters for siting car share pods and will focus on key sections of roadway where there may be strategically located, publicly owned land or parking lots which could accommodate a car sharing pod.

The resulting car share study will include recommendations for sites to be included in the initial launch as well as locations that can be included in subsequent phases as funding allows. Recommendations on pod size will be provided.

5.5 Electric Vehicle Assessment

Nelson\Nygaard will assess the feasibility of including electric vehicles and electric vehicle charging infrastructure in the future phases of implementation. We will coordinate with the team selected to lead the Fuel Shift scope of work to review potential sites where electric vehicle charging infrastructure is being recommended and is feasible to determine where it might be possible to site electric car share vehicles and what challenges may arise. We will refer to the review of operational models to determine high-level capital and operations costs for including electric vehicles in the car share network.

5.6 Technology and Infrastructure Analysis

Building off the Evaluation of Potential Operating Models, this section will identify the technology and other infrastructure elements required to implement a car share program for the operating model(s) that are best suited to Sonoma County.

5.7 Car Share Impact Assessment

Nelson\Nygaard will conduct an assessment of how well car sharing can meet the goals identified in the Shift Sonoma County grant proposal as well as those identified in Task 2. We will use the car share trip estimates developed as part of Task 5.2 (Market Analysis) to analyze the potential of car sharing to meet goals such as:
The potential to reduce greenhouse gases and particulate matter through reduction in vehicle miles traveled; corresponding to reduction in automobile use and fuel consumption

- Promote public health through active transportation as an alternative to driving as well corresponding reductions in pollutants which improve air and water quality
- Promote equity through the provision of a new and low cost transportation option and reducing the need to own a personal vehicle
- Improve infrastructure and economy, revitalize urban centers, promote infill development, and protect natural land

5.8 Car Share Feasibility Study Administrative Draft

Nelson\Nygaard will prepare an administrative draft of the Car Share Feasibility Study, which will include the following elements:

- Findings of the market analysis and key indicators
- Map of selected service areas, potential sites
- Parameters for selecting sites
- Potential operating models and the recommended model for Sonoma County
- Technology and infrastructure needs
- Impact assessment and GHG emission analysis

5.9 Car Share Feasibility Study

Based on a single set of non-conflicting comments, Nelson\Nygaard will make revisions to the administrative draft plan and submit a final plan.

**Timeframe:** June 2015 – December 2015

**Deliverables:**
- Focused Santa Rosa Car Share Site Feasibility Assessment
- Car Share Feasibility Study Administrative Draft

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6.1 **TDM Plan Goals and Objectives**

Nelson\Nygaard will build on work done as part of Task 2 "Project Objectives and Evaluation Metrics", Task 3 "Needs Assessment" and feedback received through community outreach to develop a series of objectives that the TDM Plan will be designed to address. Nelson\Nygaard will vet these objectives with the county and revise if needed.

6.2 **TDM Strategy Development**

Based on a review of existing TDM strategies and objectives, as well as feedback received through the community engagement process, Nelson\Nygaard will develop a list of preliminary TDM strategies designed to be measurable, scalable, and to support increased use of transit, carpooling, and walking and bicycling, as well as achieve the goals identified in Task 6.1. Measures that can be implemented in a variety of community types, as well as by a broad range of employer types and sizes, will be identified. These strategies will include both measures that could be established by the public sector as well as by the private sector. Strategies that may be proposed are listed below. This is not a comprehensive list but rather one that illustrates the range of strategies that may be appropriate.

- Subsidized or free transit passes
- Personalized trip planning and commute challenges
- Business district social marketing/travel options encouragement programs
- Secure long-term and short-term bicycle parking
- Social media tools used for traveler information, multimodal commute conditions, delays, and incentives (e.g. Daily deals for non-SOV commuters)
- Transportation Management Association formation
- Car sharing
- Bike sharing
- On-site transportation coordinator (full- or part-time)
- On-site transportation information board/kiosk
- Carpool incentives
- Vanpool incentives
- Parking cash-out
- On-site parking management
- Guaranteed Ride Home program
- Transit or shuttle services
- Parking management
- Bicycle and pedestrian facility improvements and incentives
- Real-time Intelligent Transportation Systems (ITS) congestion information
- Changes to municipal code to allow for changes to parking requirements or to encourage new developments to provide TDM programs
- TDM ordinances
Nelson\Nygaard will draft a memorandum that describes each of the potential strategies or expansion of an existing strategy and the implementing entity. This document will be shared with SCTA and RCPA staff to gather input and feedback. In addition, we would like to propose that these ideas be shared with the advisory committee established for this project as well as presented to the public for feedback through the community engagement process.

6.3  **TDM Plan Impact Assessment**

Based on the feedback provided by the County, Nelson\Nygaard will revise the list of TDM strategies that will be included in the program. This program will be evaluated using the metrics and criteria established in Task 2 Project Objectives and Evaluation Metrics as well as Task 6.1. Industry resources such as California Air Pollution Control Officers Association (CAPCOA) Quantifying Greenhouse Gas Mitigation Measures will be used to calculate the percentage reduction in vehicle trips that could be achieved through TDM. The potential for these programs to reduce GHG emissions will then be calculated by applying this percentage reduction to the VMT output generated by the travel demand model.

6.4  **Transportation Demand Management Program Plan Administrative Draft**

Nelson\Nygaard will prepare an administrative draft of the Transportation Demand Management (TDM) Program Plan, which will include a summary of existing TDM programs and policies, impact assessment and GHG emission analysis, and recommended TDM implementing programs and policies.

6.5  **Transportation Demand Management Program Plan**

Based on a single set of non-conflicting comments, Nelson\Nygaard will make revisions to the administrative draft plan and submit a final plan.

**Timeframe:**  September 2015 – February 2016

**Deliverables:**  
- TDM Preliminary Strategies Memorandum
- Transportation Demand Management Program Plan Administrative Draft
- Transportation Demand Management Program Plan

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**TASK 7  DRAFT TRANSPORTATION MODE SHIFT ACTION PLAN**

7.1  **Draft Transportation Mode Shift Action Plan**

The project team will compile the findings of Tasks 2, 3, 4, 5, and 6 into a comprehensive Mode Shift Action Plan for the county. This plan will lay out the goals and objectives and plans of the
plan, as well as the strategies for increasing the use of alternative modes of transportation, in turn, reducing VMT and GHG.

7.2 **Draft Transportation Mode Shift Action Plan – Layout and Design**

The project team will work with the county to determine the appropriate layout and design of the plan to ensure that it is legible, easily understandable to the general public, and visually interesting.

**Timeframe:** February 2016 – April 2016

**Deliverables:**
- Draft Transportation Mode Shift Action Plan
- Draft Transportation Mode Shift Action Plan – Layout and Design

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### TASK 8 COMMUNITY ENGAGEMENT SUPPORT

8.1 **Coordination with the Community Engagement Officer**

Nelson\Nygaard will work closely with the Community Engagement Officer to provide input on the types of tools that could be used to collect the necessary public input and feedback for the needs assessment, bike share study, car share study, and TDM strategy development. Described below are several outreach tools that would provide very useful input for this project that have been used in similar projects with great success.

**Online Station Placement Tools**

An online collaborative station mapping tool allows people to identify priority locations for bike share and car share stations in Sonoma County. The intent of the mapping tool is for community members to suggest locations where they would like to see a bike share or car share station, and add a comment explaining why it is an appropriate location. Subsequent users can suggest new locations and/or support locations suggested by others. The results of the online station placement tools can be exported in Excel format and used to rank and map community supported stations. Community-suggested locations (and amount of support) should serve as one input into the selection of proposed bike share and car share sites. Hardcopy maps and surveys can be posted at public locations such as libraries, universities, and community centers to allow participation by people who may not have access to the internet.

**Online Survey**

An online survey can enable the project team to understand the factors that may induce demand to use a bike share or car share service as well as different TDM programs and services. A survey can also be used to identify perceived barriers to using alternative transportation, and other user needs and preferences.
Stakeholder Interviews/Meetings

In order to establish bike sharing, car sharing, and TDM programs and services, the County will need the support and buy-in from a range of stakeholders such as transit operators, planning staff at each of the local jurisdictions, tourism representatives, business organizations, major employers, and schools and universities. Stakeholder interviews or larger group meetings would provide a forum for gathering feedback, identifying barriers to implementation, and garnering support for these programs.

8.2 Meetings

While the County will serve as the interface between the project team and the advisory committee and will interface with the community to gather input and feedback, there are key points in the project timeline where it would be helpful to meet with the advisory committee. Listed below are time points at which we feel meetings could provide invaluable feedback.

- At the outset of the project to discuss the following:
  - Project goals
  - Overall community needs
  - Potential trip types and user groups that could be served by bike share and car share
  - Opportunities for bike share and car share in Sonoma County (e.g., bike share as a first/last mile connection to transit) as well as issues that could impact implementation (e.g., local ordinances that place limitations on advertising in the public right of way)

- After the development of the preliminary TDM strategies
  - Gather feedback on what measures are appropriate for different types of communities or businesses
  - Barriers to implementation
  - Additional measures that should be evaluated

The project team has budgeted for attendance at up to two (2) in-person meetings with the advisory committee or other entities identified by the County.

Timeframe: June 2015 – April 2016

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Management Approach

The Nelson\Nygaard team brings together a team of experienced professionals to assist Sonoma County in the execution of the Sonoma County Transportation Mode Shift Action Plan. Our proposed team’s specialization in multimodal planning enables us to present a highly qualified team of consultants with relevant backgrounds and current project experience to assist Sonoma County with this project. Nelson\Nygaard will manage this project from our San Francisco office.
Staff from the Nelson\Nygaard Portland office will be utilized as well with their strong expertise in conducting bike share feasibility studies and understanding of what elements are necessary to create a successful bike share program. W-Trans will act as a subconsultant on this effort and will provide invaluable insight on the needs of the County and will lead the siting subtasks for the bike share and car share feasibility studies. W-Trans will also participate in client meetings and meetings with the advisory committee.

Nelson\Nygaard is built around a team structure. Experienced team leaders supervise staff and coordinate their assignment to specific projects. For each project, a team leader or seasoned senior staff from the team takes on the project management role, and in this capacity oversees contract execution and client communications. For this effort, Francesca Napolitan, Senior Associate, will serve as project manager. Francesca’s project management tasks will include:

- Having overall and day-to-day management responsibility for the project
- Being the principal contact with NJTPA staff
- Assigning and monitoring tasks undertaken by other members of the project team
- Reviewing work products and ensuring quality control

Brian Canepa, Principal, will serve as the principal-in-charge for this project. He will ensure that all work products meet the highest standards and will provide project management support. Where specific skills are required, the project manager can bring in Subject Area specialists from within the firm, including a number of nationally recognized Subject Area experts. For this scope of work, Dru van Hengel will serve as a bike share expert, Richard Wiener will serve as Community Transportation & Accessibility Technical Expert, and Mike Eiseman as a GHG and VMT analyst. Francesca will coordinate with the technical experts to get their input on specific tasks.

For this scope of work, project managers will also build project teams using staff from the subconsulting firms in order to provide Sonoma County with a team with comprehensive and extensive skill sets. At W-Trans, Steve Weinberger, Principal will serve as the project manager for W-Trans’ scope of work and will directly coordinate with Francesca. Zach Matley will assist Steve with the site assessment tasks. Lastly, Steve Gutmann will serve as a technical advisor on the car share scope of work and will be able to provide real world experience and expertise having helped establish car share services in other communities.

Keeping a close eye on project schedule and budget is the responsibility of the project manager. Nelson\Nygaard’s approach to project management is to schedule and track all aspects of the project. This is done to assure that critical path elements are performed on time or ahead of schedule. We accomplish this by assigning clear completion dates for various tasks, allowing enough time for internal review (and revision, if necessary) prior to submission. At the beginning of the project, we will fine-tune the project work plan and schedule to develop a concise outline of the project tasks and to clearly identify major milestones and submittal dates for deliverables as part of the work plan submittal. Schedules and progress will be reviewed on a weekly basis to assure that tasks are progressing as planned. If adjustments are necessary to meet the county’s changing needs, the schedules will be appropriately updated.

Nelson\Nygaard uses Deltek accounting software to track labor, direct expenses and subcontractor costs incurred on each project. A specific project number with subtask numbers will be established for expensing each work task and subcontractor charges. Team leaders review personnel hours and expenses billed to the project weekly. The project manager reviews the timesheets, expenses and subcontractor costs monthly for adherence to the projected budget and
time allocations. These procedures have proven effective in managing project budgets over the life of the project.

**Figure 2   Staffing Plan**

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Standard Professional Services Agreement ("PSA")

AGREEMENT FOR CONSULTING SERVICES

This agreement ("Agreement"), dated as of __________, 20__ ("Effective Date") is by and between the Sonoma County Transportation Authority, (hereinafter referred to as "SCTA"), and ______________ (hereinafter referred to as "Consultant").

RECITALS

WHEREAS, Consultant represents that it is a duly qualified professional, experienced in the preparation of electric vehicle and electric vehicle charging infrastructure needs assessments, siting analysis, transportation and climate action plan development, and local government planning; and

WHEREAS, SCTA has received a Sustainable Communities Planning Grant from the Strategic Growth Council for Shift Sonoma County (California Department of Conservation – Division of Land Resource Protection Strategic Growth Council – 2014 Sustainable Communities Planning Grant Number: 3014-630, hereinafter referred to as the “Grant Agreement”), a comprehensive planning project underway by the SCTA, in partnership with the Sonoma County Regional Climate Protection Authority ("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; and

WHEREAS, in the judgment of the SCTA, it is necessary and desirable to employ the services of Consultant for drafting a Transportation Fuel Shift Plan as part of Shift Sonoma County.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual covenants contained herein, the parties hereto agree as follows:

AGREEMENT

1. Scope of Services.

1.1 Consultant's Specified Services. Consultant shall perform the services described in Exhibit “A,” attached hereto and incorporated herein by this reference (hereinafter "Scope of Work"), and within the times or by the dates provided for in Exhibit “A” and pursuant to Article 7, Prosecution of Work. In the event of a conflict between the body of this Agreement and Exhibit “A”, the provisions in the body of this Agreement shall control.

1.2 Cooperation With SCTA. Consultant shall cooperate with SCTA and RCPA, and SCTA and RCPA staff, in the performance of all work hereunder, including compliance with the Grant Agreement.
1.3 **Performance Standard.** Consultant shall perform all work hereunder in a manner consistent with the level of competency and standard of care normally observed by a person practicing in Consultant's profession. SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees to provide all services under this Agreement in accordance with generally accepted professional practices and standards of care, as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Contractor’s work by SCTA shall not operate as a waiver or release. If SCTA determines that any of Consultant's work is not in accordance with such level of competency and standard of care, SCTA, in its sole discretion, shall have the right to do any or all of the following: (a) require Consultant to meet with SCTA to review the quality of the work and resolve matters of concern; (b) require Consultant to repeat the work at no additional charge until it is satisfactory; (c) terminate this Agreement pursuant to the provisions of Article 4; or (d) pursue any and all other remedies at law or in equity.

1.4 **Assigned Personnel.**

a. Consultant shall assign only competent personnel to perform work hereunder. In the event that at any time SCTA, in its sole discretion, desires the removal of any person or persons assigned by Consultant to perform work hereunder, Consultant shall remove such person or persons immediately upon receiving written notice from SCTA.

b. Any and all persons identified in this Agreement or any exhibit hereto as the project manager, project team, or other professional performing work hereunder are deemed by SCTA to be key personnel whose services were a material inducement to SCTA to enter into this Agreement, and without whose services SCTA would not have entered into this Agreement. Consultant shall not remove, replace, substitute, or otherwise change any key personnel without the prior written consent of SCTA. With respect to performance under this Agreement, Consultant shall employ the following key personnel: ________________.

c. In the event that any of Consultant’s personnel assigned to perform services under this Agreement become unavailable due to resignation, sickness or other factors outside of Consultant’s control, Consultant shall be responsible for timely provision of adequately qualified replacements.

2. **Payment.**

2.1 **Payment for Consultant’s Services.** For all services and incidental costs required hereunder, Consultant shall be paid on a time and material/expense basis in accordance with the budget set forth in Exhibit C, provided, however, that total payments to Consultant shall not exceed $______________, without the prior written approval of SCTA. The hourly rates specified in Exhibit C shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit.
2.2 Payment for Consultant’s Non-Salary Expenses. Subject to paragraph 2.1 above, actual cost of non-salary expenses provided by Consultant, incurred directly for the Project, shall be reimbursed in accordance with usual and customary rates. Such expenses are limited to the following:

a. Services directly applicable to the Project, such as special consultants, commercial printing, and binding.
b. Identifiable reproduction services applicable to the Project such as printing of drawings, photostating, multilithing, printing, and similar services.
c. Identifiable communication services such as long-distance telephone, telegraph, cable, express services and postage other than for general correspondence.
d. Reasonable and necessary living and traveling expenses of employees when away from home office on business directly connected with the Project.
e. Automobile expenses per the current Caltrans Travel Guide for Non-Represented Employees.

The following costs are ineligible for reimbursement:

a. Indirect costs, including salaries and benefits of employees not directly assigned to the Project, and organizational functions, such as personnel, business services, information technology, salaries of supervisors or managers (not directly assigned to the Project).
b. Overhead, such as rent, and utilities.
c. Food or beverages (e.g. as part of meetings, workshops, training, or events).

2.3 Payment Procedure for Consultant’s Services.

Invoices. SCTA shall make payments to Consultant on the basis of Consultant’s invoice to SCTA for work performed. Consultant shall submit its bills in arrears on a monthly basis in a form approved by County’s Auditor and the Head of the SCTA. The bills shall show or include: (i) the task(s) performed; (ii) the time in quarter hours devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any (expenses not expressly authorized by the Agreement shall not be reimbursed); (v) the total amount of the previous bill; and (vi) the total-to-date billings. Records of time spent by Consultant shall identify the individual performing the work, the date on which the work was performed, the specific grant-related activities or tasks and deliverables to which the individual’s time was devoted, and the amount of time spent. Such records shall reflect actual time spent, rather than that which was planned or budgeted.

Monthly Progress Reports. Consultant shall complete Monthly Progress Reports and provide them to SCTA with each monthly invoice for the term of this Agreement. Progress Reports shall show or include (i) the estimated percentage of work completed on a task-by-task basis; (ii) the percentage of funds invoiced; and (iii) such other information as SCTA deems necessary. Within fifteen (15) business days following receipt of the invoice, SCTA shall determine whether Consultant has satisfactorily performed the work identified in the invoice. If SCTA determines that Consultant has not satisfactorily performed such work, SCTA shall inform Consultant in writing of such fact and may proceed pursuant to paragraph 1.4. Subject to the provisions of paragraph 4, SCTA shall cause payment to be made to Consultant within thirty (30) business
days following SCTA’s determination that Consultant has satisfactorily performed the work for which Consultant has invoiced SCTA.

Unless otherwise noted in this agreement, payments shall be made within the normal course of county business after presentation of an invoice in a form approved by the SCTA for services performed. Payments shall be made only upon the satisfactory completion of the services as determined by the SCTA.

Pursuant to California Revenue and Taxation code (R&TC) Section 18662, the SCTA shall withhold seven percent of the income paid to Consultant for services performed within the State of California under this agreement, for payment and reporting to the California Franchise Tax Board, if Consultant does not qualify as: (1) a corporation with its principal place of business in California, (2) an LLC or Partnership with a permanent place of business in California, (3) a corporation/LLC or Partnership qualified to do business in California by the Secretary of State, or (4) an individual with a permanent residence in the State of California.

If Consultant does not qualify, SCTA requires that a completed and signed Form 587 be provided by the Consultant in order for payments to be made. If consultant is qualified, then the SCTA requires a completed Form 590. Forms 587 and 590 remain valid for the duration of the Agreement provided there is no material change in facts. By signing either form, the contractor agrees to promptly notify the SCTA of any changes in the facts. Forms should be sent to the SCTA pursuant to Article 12. To reduce the amount withheld, Consultant has the option to provide SCTA with either a full or partial waiver from the State of California.

3. Term of Agreement. The term of this Agreement shall be from ___________ to ___________ unless terminated earlier in accordance with the provisions of Article 4 below.

4. Termination.

4.1 Termination Without Cause. Notwithstanding any other provision of this Agreement, at any time and without cause, SCTA shall have the right, in its sole discretion, to terminate this Agreement by giving 5 days written notice to Consultant.

4.2 Termination for Cause. Notwithstanding any other provision of this Agreement, should Consultant fail to perform any of its obligations hereunder, within the time and in the manner herein provided, or otherwise violate any of the terms of this Agreement, SCTA may immediately terminate this Agreement by giving Consultant written notice of such termination, stating the reason for termination.

4.3 Delivery of Work Product and Final Payment Upon Termination. In the event of termination, Consultant, within 14 days following the date of termination, shall deliver to SCTA all materials and work product subject to Section 9.11 (Ownership and Disclosure of Work Product) and shall submit to SCTA an invoice showing the services performed, hours worked, and copies of receipts for reimbursable expenses up to the date of termination.
4.4 Payment Upon Termination. Upon termination of this Agreement by SCTA, Consultant shall be entitled to receive as full payment for all services satisfactorily rendered and expenses incurred hereunder, an amount which bears the same ratio to the total payment specified in the Agreement as the services satisfactorily rendered hereunder by Consultant bear to the total services otherwise required to be performed for such total payment; provided, however, that if services which have been satisfactorily rendered are to be paid on a per-hour or per-day basis, Consultant shall be entitled to receive as full payment an amount equal to the number of hours or days actually worked prior to the termination times the applicable hourly or daily rate; and further provided, however, that if SCTA terminates the Agreement for cause pursuant to Section 4.2, SCTA shall deduct from such amount the amount of damage, if any, sustained by SCTA by virtue of the breach of the Agreement by Consultant.

4.5 Authority to Terminate. The Board of Supervisors has the authority to terminate this Agreement on behalf of the SCTA. In addition, the Purchasing Agent or SCTA Department Head, in consultation with County Counsel, shall have the authority to terminate this Agreement on behalf of the SCTA.

5. Indemnification. Consultant agrees to accept all responsibility for loss or damage to any person or entity, including SCTA and RCPA, and to indemnify, hold harmless, and release SCTA and RCPA, its officers, agents, and employees, from and against any actions, claims, damages, liabilities, disabilities, or expenses, that may be asserted by any person or entity, including Consultant, that arise out of, pertain to, or relate to Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant agrees to provide a complete defense for any claim or action brought against SCTA or RCPA based upon a claim relating to such Consultant’s or its agents’, employees’, contractors’, subcontractors’, or invitees’ performance or obligations under this Agreement. Consultant’s obligations under this Section apply whether or not there is concurrent negligence on SCTA’s or RCPA's part, but to the extent required by law, excluding liability due to SCTA’s or RCPA's conduct. SCTA and RCPA shall have the right to select its legal counsel at Consultant’s expense, subject to Consultant’s approval, which shall not be unreasonably withheld. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Consultant or its agents under workers' compensation acts, disability benefits acts, or other employee benefit acts.

6. Insurance. With respect to performance of work under this Agreement, Consultant shall maintain and shall require all of its subcontractors, consultants, and other agents to maintain, insurance as described in Exhibit B, which is attached hereto and incorporated herein by this reference.

7. Prosecution of Work. The execution of this Agreement shall constitute Consultant's authority to proceed immediately with the performance of this Agreement. Performance of the services hereunder shall be completed within the time required herein, provided, however, that if the performance is delayed by earthquake, flood, high water, or other Act of God or by strike, lockout, or similar labor disturbances, the time for Consultant's performance of this Agreement shall be extended by a number of days equal to the number of days Consultant has been delayed.
8. **Extra or Changed Work.** Extra or changed work or other changes to the Agreement may be authorized only by written amendment to this Agreement, signed by both parties. Minor changes, which do not increase the amount paid under the Agreement, and which do not significantly change the scope of work or significantly lengthen time schedules may be executed by the Department Head in a form approved by County Counsel. The Board of Supervisors/Purchasing Agent must authorize all other extra or changed work. The parties expressly recognize that, pursuant to Sonoma County Code Section 1-11, SCTA personnel are without authorization to order extra or changed work or waive Agreement requirements. Failure of Consultant to secure such written authorization for extra or changed work shall constitute a waiver of any and all right to adjustment in the Agreement price or Agreement time due to such unauthorized work and thereafter Consultant shall be entitled to no compensation whatsoever for the performance of such work. Consultant further expressly waives any and all right or remedy by way of restitution and quantum meruit for any and all extra work performed without such express and prior written authorization of the SCTA.

9. **Representations of Consultant.**

9.1 **Standard of Care.** SCTA has relied upon the professional ability and training of Consultant as a material inducement to enter into this Agreement. Consultant hereby agrees that all its work will be performed and that its operations shall be conducted in accordance with generally accepted and applicable professional practices and standards as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of Consultant's work by SCTA shall not operate as a waiver or release.

9.2 **Status of Consultant.** The parties intend that Consultant, in performing the services specified herein, shall act as an independent contractor and shall control the work and the manner in which it is performed. Consultant is not to be considered an agent or employee of SCTA and is not entitled to participate in any pension plan, worker's compensation plan, insurance, bonus, or similar benefits SCTA provides its employees. In the event SCTA exercises its right to terminate this Agreement pursuant to Article 4, above, Consultant expressly agrees that it shall have no recourse or right of appeal under rules, regulations, ordinances, or laws applicable to employees.

9.3 **No Suspension or Debarment.** Consultant warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Consultant also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration. If the Consultant becomes debarred, consultant has the obligation to inform the SCTA.

9.4 **Taxes.** Consultant agrees to file federal and state tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. Consultant agrees to indemnify and hold SCTA harmless from any liability.
which it may incur to the United States or to the State of California as a consequence of Consultant's failure to pay, when due, all such taxes and obligations. In case SCTA is audited for compliance regarding any withholding or other applicable taxes, Consultant agrees to furnish SCTA with proof of payment of taxes on these earnings.

9.5 **Records Maintenance.** Consultant shall keep and maintain full and complete documentation and accounting records concerning all services performed that are compensable under this Agreement and shall make such documents and records available to SCTA for inspection at any reasonable time. Consultant shall maintain such records for a period of four (4) years following completion of work hereunder.

9.6 **Conflict of Interest.** Consultant covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, that represents a financial conflict of interest under state law or that would otherwise conflict in any manner or degree with the performance of its services hereunder. Consultant further covenants that in the performance of this Agreement no person having any such interests shall be employed. In addition, if requested to do so by SCTA, Consultant shall complete and file and shall require any other person doing work under this Agreement to complete and file a "Statement of Economic Interest" with SCTA disclosing Consultant's or such other person's financial interests.

9.7 **Statutory Compliance.** Contractor agrees to comply with all applicable federal, state and local laws, regulations, statutes and policies applicable to the services provided under this Agreement as they exist now and as they are changed, amended or modified during the term of this Agreement.

9.8 **Nondiscrimination.** Without limiting any other provision hereunder, Consultant shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, sexual orientation or other prohibited basis, including without limitation, the County’s Non-Discrimination Policy. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

9.9 **AIDS Discrimination.** Consultant agrees to comply with the provisions of Chapter 19, Article II, of the Sonoma County Code prohibiting discrimination in housing, employment, and services because of AIDS or HIV infection during the term of this Agreement and any extensions of the term.

9.10 **Assignment of Rights.** Consultant assigns to SCTA all rights throughout the world in perpetuity in the nature of copyright, trademark, patent, right to ideas, in and to all versions of the plans and specifications, if any, now or later prepared by Consultant in connection with this Agreement. Consultant agrees to take such actions as are necessary to protect the rights assigned to SCTA in this Agreement, and to refrain from taking any action which would impair those rights. Consultant's responsibilities under this provision include, but are not limited to, placing proper notice of copyright on all versions of the plans and specifications as SCTA may direct, and refraining from disclosing any versions of the plans.
and specifications to any third party without first obtaining written permission of SCTA. Consultant shall not use or permit another to use the plans and specifications in connection with this or any other project without first obtaining written permission of SCTA.

9.11 Ownership and Disclosure of Work Product. All reports, original drawings, graphics, plans, studies, and other data or documents (“documents”), in whatever form or format, assembled or prepared by Consultant or Consultant’s subcontractors, consultants, and other agents in connection with this Agreement shall be the property of SCTA. SCTA shall be entitled to immediate possession of such documents upon completion of the work pursuant to this Agreement. Upon expiration or termination of this Agreement, Consultant shall promptly deliver to SCTA all such documents, which have not already been provided to SCTA in such form or format, as SCTA deems appropriate. Such documents shall be and will remain the property of SCTA without restriction or limitation. Consultant may retain copies of the above-described documents but agrees not to disclose or discuss any information gathered, discovered, or generated in any way through this Agreement without the express written permission of SCTA. Consultant shall make all products and deliverable work-products acquired or developed pursuant to this Agreement available for inspection upon request by the California Department of Conservation, as stipulated in the Grant Agreement, at the time designated by the California Department of Conservation.

9.12 Authority. The undersigned hereby represents and warrants that he or she has authority to execute and deliver this Agreement on behalf of Consultant.

9.13 Publicity and Acknowledgment.

a. The Consultant agrees that it will acknowledge the Strategic Growth Council’s support whenever activities or projects funded, in whole or in part, by this Agreement are publicized in any news media, brochures, articles, seminars, websites, or other type of promotional material. The Consultant shall also include in any publication resulting from work performed under this grant an acknowledgment substantially as follows:

“The work upon which this publication is based was funded in whole or in part through a grant awarded by the California Strategic Growth Council.”

b. The Consultant shall place the following notice, preceding the text, on draft reports, on the final report, and on any other report or publication resulting from work performed under this Agreement:

“Disclaimer

The statements and conclusions of this report are those of the GRANTEE and/or Subcontractor and not necessarily those of the California Strategic Growth Council or of the California Department of Conservation, or its employees. The California Strategic Growth Council and the California Department of Conservation make no warranties, express or implied, and assume no liability for the information contained in the succeeding text.”
c. Before any materials or other publications funded in whole or in part pursuant to this Agreement are published, SCTA shall provide the California Department of Conservation with an opportunity to review any and all references to the California Strategic Growth Council or the California Department of Conservation or the Sustainable Communities Planning Grant Program in such materials and publications.

10. Demand for Assurance. Each party to this Agreement undertakes the obligation that the other's expectation of receiving due performance will not be impaired. When reasonable grounds for insecurity arise with respect to the performance of either party, the other may in writing demand adequate assurance of due performance and until such assurance is received may, if commercially reasonable, suspend any performance for which the agreed return has not been received. "Commercially reasonable" includes not only the conduct of a party with respect to performance under this Agreement, but also conduct with respect to other agreements with parties to this Agreement or others. After receipt of a justified demand, failure to provide within a reasonable time, but not exceeding thirty (30) days, such assurance of due performance as is adequate under the circumstances of the particular case is a repudiation of this Agreement. Acceptance of any improper delivery, service, or payment does not prejudice the aggrieved party's right to demand adequate assurance of future performance. Nothing in this Article limits SCTA’s right to terminate this Agreement pursuant to Article 4.

11. Assignment and Delegation. Neither party hereto shall assign, delegate, sublet, or transfer any interest in or duty under this Agreement without the prior written consent of the other, and no such transfer shall be of any force or effect whatsoever unless and until the other party shall have so consented.

12. Method and Place of Giving Notice, Submitting Bills and Making Payments. All notices, bills, and payments shall be made in writing and shall be given by personal delivery or by U.S. Mail or courier service. Notices, bills, and payments 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: 

When a notice, bill or payment is given by a generally recognized overnight courier service, the notice, bill or payment shall be deemed received on the next business day. When a copy of a notice, bill or payment is sent by facsimile or email, the notice, bill or payment shall be deemed received upon transmission as long as (1) the original copy of the notice, bill or payment is promptly deposited in the U.S. mail and postmarked on the date of the facsimile or email (for a
payment, on or before the due date), (2) the sender has a written confirmation of the facsimile transmission or email, and (3) the facsimile or email is transmitted before 5 p.m. (recipient’s time). In all other instances, notices, bills and payments shall be effective upon receipt by the recipient. Changes may be made in the names and addresses of the person to whom notices are to be given by giving notice pursuant to this paragraph.

13. **Miscellaneous Provisions.**

13.1 **No Waiver of Breach.** The waiver by SCTA of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or provision or any subsequent breach of the same or any other term or promise contained in this Agreement.

13.2 **Construction.** To the fullest extent allowed by law, the provisions of this Agreement shall be construed and given effect in a manner that avoids any violation of statute, ordinance, regulation, or law. The parties covenant and agree that in the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby. Consultant and SCTA acknowledge that they have each contributed to the making of this Agreement and that, in the event of a dispute over the interpretation of this Agreement, the language of the Agreement will not be construed against one party in favor of the other. Consultant and SCTA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

13.3 **Consent.** Wherever in this Agreement the consent or approval of one party is required to an act of the other party, such consent or approval shall not be unreasonably withheld or delayed.

13.4 **No Third Party Beneficiaries.** Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

13.5 **Applicable Law and Forum.** This Agreement shall be construed and interpreted according to the substantive law of California, regardless of the law of conflicts to the contrary in any jurisdiction. Any action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in Santa Rosa or the forum nearest to the city of Santa Rosa, in the County of Sonoma.

13.6 **Captions.** The captions in this Agreement are solely for convenience of reference. They are not a part of this Agreement and shall have no effect on its construction or interpretation.

13.7 **Merger.** This writing is intended both as the final expression of the Agreement between the parties hereto with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement, pursuant to Code of Civil Procedure Section 1856. No modification of this Agreement shall be effective unless and until such modification is evidenced by a writing signed by both parties.
13.8. **Survival of Terms.** All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

13.9 **Time of Essence.** Time is and shall be of the essence of this Agreement and every provision hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.
CONSULTANT: ________________

__________________________
By: ________________________
Name: _______________________
Title: ________________________
Date: ________________________

SCTA: COUNTY OF SONOMA

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

By: __________________________

Suzanne Smith, Executive Director,
SCTA

Date: ________________

APPROVED AS TO FORM FOR
COUNTY:

By: ___________________________

County Counsel

Date: ________________

By: ___________________________

Chair, Board of Directors

Date: ________________

ATTEST:

__________________________
Clerk of the Board of Directors
3 Detailed Scope of Work and Management Approach

Detailed Scope of Work

Task 2.0 Project Management and Administration

Kick-Off Meeting

The ICF team will begin the project by participating in a kickoff meeting to review the scope of work with RCPA and SCTA staff. During the kickoff meeting, we will review and discuss the proposed work plan and schedule. ICF’s project manager and a support staff person will attend the meeting in person.

Invoices

We will prepare invoices for all reimbursable expenses in compliance with the SCTA contract terms and conditions. ICF holds other current contacts with MTC and we are familiar with the required format for invoicing. We will work with the Project Manager and SCTA’s accounting office representative to ensure that all invoicing information is in the proper format, including all subcontractors’ supporting information. ICF’s Cognos accounting system allows us to generate efficiently invoices that conform to SCTA requirements. Our project manager will review all draft invoices to verify charges and identify and resolve any discrepancies before submission to SCTA.

ICF invoices shall show or include: (i) the task(s) performed; (ii) the time devoted to the task(s); (iii) the hourly rate or rates of the persons performing the task(s); (iv) copies of receipts for reimbursable materials/expenses, if any; (v) the total amount of the previous bill; and (vi) the total-to-date billings.

Monthly and Quarterly Reports

We will prepare monthly and quarterly progress reports. We will provide these via email and supplement them as needed with attachments and/or telephone discussions. The reports will be used to deal with specific queries such as:

- Interpretation of scope and deliverables
- Direction and focus
- Assumptions and variables
- Intended outcomes and deliverables

ICF effectively tracks cost and performance at the contract level using data from our state-of-the-art business systems. The systems, shown in the figure below, include WebET, an electronic timesheet system; Cognos, our powerful financial and project accounting system that has the capability to handle all of the cost accounting and reporting needs of the proposed contract with MTC; and our Matrix Management System, which is used to track staff commitments and availability. Our systems track and monitor cost and performance at the contract and task-order levels, including the tasks and subtasks, to ensure adherence to budgets, schedules, and milestones, including rapid response deadlines.
ICF’s Business Systems for Tracking Cost and Performance

Task 1 Deliverables:
- Monthly project update reports (emails) and participation in a kickoff meeting, mid-project review meeting, and project wrap-up meeting.

Personnel Assigned to Task 2.0

<table>
<thead>
<tr>
<th>Staff Person</th>
<th>Rate</th>
<th>Hrs</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Philip Sheehy</td>
<td>$195.91</td>
<td>12</td>
<td>$2,351</td>
</tr>
<tr>
<td>Louise Huttenger</td>
<td>$96.14</td>
<td>8</td>
<td>$769</td>
</tr>
<tr>
<td>Travel</td>
<td></td>
<td></td>
<td>$86</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td></td>
<td>$3,206</td>
</tr>
</tbody>
</table>

Task 2.2A EVCI Program Needs Assessment

The objective of Task 2.2A is to identify and assess potential barriers to EV use in Sonoma County that could be addressed via local policies or programs to promote EVs and EVCI. ICF will achieve the objective of Task 2.2A over the following series of steps:

Assess behaviors and needs of Sonoma County electric vehicle owners and potential electric vehicle owners, and current barriers to EV use

ICF will assess the following types of behaviors and needs of Sonoma County EV owners and potential EV owners as part of this sub-task: vehicle buying patterns (lease vs own), vehicle type (PHEV vs BEV), charging frequency, charging location, daily and weekend vehicle miles traveled (VMT), reasons for buying an EV, personal assessment of EVCI availability in Sonoma County.

ICF will pursue a three-fold strategy to assess the behaviors and needs of Sonoma County current and potential EV owners.
Firstly, our team will determine if existing EV research surveys include residents of Sonoma County. The Center for Sustainable Energy (CSE) for instance, has conducted surveys of Clean Vehicle Rebate recipients for many years. Based on data presented at the recent Governor’s Office ZEV Summit in Sacramento on May 4, the impending version of the survey (due to be released soon), including results on a county-by-county basis. ICF will also draw from information that Sonoma Clean Power has provided as a Summary of Public Feedback from a public workshop in January 2015. ICF is confident that this research will be relevant to the proposed project, especially given the resource constraints restricting the possibility of administering a new survey of the more than 1,800 EV owners in Sonoma County.

Secondly, ICF will seek opportunities to issue a survey to non-EV owners to assess the behaviors and needs of potential EV owners. The resource limitations of the proposed scope of work preclude a targeted survey or survey groups of the broader Sonoma County population. However, our team will identify opportunities to engage the community on issues related to EVs, and where possible, conduct surveys. ICF did something similar for the development of the Coachella Valley PEV Readiness Plan; we worked in partnership with our client, the Coachella Valley Association of Governments, to issue the survey broadly online via targeted outlets, and we stationed staff at events to gather surveys. Our team ended up getting about 250 responses to the survey.

Thirdly, ICF will review other research regarding the barriers to EV use. ICF developed an extensive discussion around the barriers to EV deployment and EVCI deployment for the California Transportation Electrification Assessment; more recently the National Research Council released a report entitled “Overcoming Barriers to Deployment of Plug-in Electric Vehicles”. While it is important to recognize the locally unique aspects of Sonoma County as we develop the Transportation Fuel Shift Plan, it is also important that we not lose sight of the fact there are many resources from which we can draw credible conclusions regarding likely barriers to EV ownership and EVCI deployment in Sonoma County.

**Survey existing EVCI infrastructure, electrical grid, and physical infrastructure, and identify gaps in potential EV driver access**

ICF will use the most updated list of infrastructure available from the Alternative Fuels Station Locator ([http://www.afdc.energy.gov/locator/stations/](http://www.afdc.energy.gov/locator/stations/)), which is maintained by ICF staff. Our team regularly calls station owners to collect the basic information that is provided via the Alternative Fuel Station Locator, including location, charging level/type (Level 1, Level 2, or DC fast), number of charge points, types of payment accepted, etc. ICF will use this list to initiate this subtask.

With regard to the survey of the electrical grid and physical infrastructure, ICF will rely on work that our team conducted for the California Transportation Electrification Assessment whereby we reviewed the potential stress on the distribution grid—using utility provided data—from various projections of EV
deployment and charging. ICF can adapt these data efficiently to estimate potential grid impacts of this plan.

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

ICF will conduct targeted interviews with a variety of stakeholders to help understand various viewpoints regarding barriers and opportunities for EVCI expansion. ICF will develop a short survey or questionnaire in coordination with RCPA. Our team will then develop a list of stakeholders to contact. ICF will work with RCPA where necessary to identify contact persons and shorten/expand the list of stakeholders to contact as needed. The table below includes the types of organizations that we would contact as part of Task 2.2A:

<table>
<thead>
<tr>
<th>Type of Organization</th>
<th>Organizations to Contact</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local City Governments</td>
<td>Cloverdale, Cotati, Healdsburg, Rohnert Park, Santa Rosa, Sebastopol, Sonoma</td>
</tr>
<tr>
<td>Fleet Managers</td>
<td>Sonoma County Water Agency, Sonoma County</td>
</tr>
<tr>
<td>Utility Providers</td>
<td>Sonoma Clean Power, Pacific Gas &amp; Electric</td>
</tr>
<tr>
<td>EVCI Providers</td>
<td>NRG, ChargePoint, CarCharging Group</td>
</tr>
<tr>
<td>NGOs/Advocacy Groups</td>
<td>SF BayLEAFs, Plug-in America</td>
</tr>
<tr>
<td>Developers</td>
<td>Work with SCTA and RCPA to identify property developers that may provide support</td>
</tr>
</tbody>
</table>

ICF has cultivated relationships with most of these stakeholders through our engagement in various projects in the Bay Area, for instance:

- ICF helped conduct and analyze a readiness survey of more than 100 agencies as part of the Bay Area PEV Readiness Plan; and we conducted follow-up phone interviews with about 10-12 local agency staff in the Bay Area in the preparation of the Plan.
- ICF has working relationships with both utility providers: We work extensively with PG&E and we were recently selected as a pre-qualified consultant to provide technical support to Sonoma Clean Power on issues related to EVs and EVCI.
- Our team will also leverage REJ Electric’s contact to vendors and providers (e.g., ChargePoint) to ensure that we are in touch with key industry stakeholders.

We will leverage these relationships to ensure that we get sufficient survey responses to develop a robust needs assessment. We will also rely on SCTA and RCPA’s relationships to identify the most helpful points of contact where ICF does not have one. Our team has the requisite fluency in the technical and planning elements of EVs and EVCI to ensure that we are capturing the most useful information from stakeholders.

Work with RCPA to identify electric vehicle charging station priority areas throughout the county using land use, equity, and other suitability factors.

ICF developed an EVCI siting analysis as part of the development of PEV readiness plans (maps from the Bay Area plan are included on the next page), and has continued providing this work for utility clients. We proposes to initiate our siting analysis using the same approach as we did previously, and updating it
based on the most recent research related to EV adoption and EVCI locations. The siting plan will focus on: a) residential charging, b) workplace charging, and c) publicly accessible charging (also referred to as opportunity charging). ICF will complete the proposed siting plan over a series of steps, including:

- Identify where EVs and hybrid electric vehicles (HEVs) are deployed to date.

Through vehicle registration data and data provided by the Clean Vehicle Rebate Project, ICF will determine where EVs and HEVs are deployed to date in Sonoma County. Households that value non-economic benefits are more likely to purchase PEVs. HEV owners show a willingness to pay to reduce gasoline use that goes beyond the economic benefits of using an HEV.

- Characterize likely PEV ownership in Sonoma County.

ICF will consider the following parameters when determining likely PEV ownership, noting that these data are available at the TAZ (or transportation analysis zone) level. Note that ICF has used similar criteria for other siting analyses, including the Bay Area PEV Readiness Plan.

<table>
<thead>
<tr>
<th>Parameter</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Income</td>
<td>Market research suggests that households with higher incomes are more likely to purchase a PEV. Based on surveys to date, a significant majority of PEV buyers have a household income greater than $100,000. Because PEVs have higher upfront costs, income can also be a limiting factor.</td>
</tr>
<tr>
<td>HEV Ownership</td>
<td>Households that value non-economic benefits are more likely to purchase PEVs. HEV owners show a willingness to pay to reduce gasoline use that goes beyond the economic benefits of using an HEV.</td>
</tr>
<tr>
<td>Property Ownership</td>
<td>Households who own their property are more likely to adopt a PEV than those who rent, according to market research by most major automobile manufacturers and by UC Davis. Home ownership reduces both financial and non-financial barriers to EVSE deployment.</td>
</tr>
<tr>
<td>Dwelling Type</td>
<td>Dwelling type (e.g., single-family detached, single-family attached, or MDUs) can indicate PEV ownership.</td>
</tr>
<tr>
<td>Total Household Vehicles</td>
<td>Based on research from UC Davis and based on the results of a survey of LEAF buyers conducted by BAAQMD, PEV purchasers in California tend to live in households that have more than one vehicle.</td>
</tr>
</tbody>
</table>

- Determine where PEVs are most likely to travel

ICF will use the results of MTC’s travel model to determine where PEV owners are most likely to drive. We will adjust this information to the extent feasible based on the availability of existing utilization data and other feedback provided by local EV drivers contacted as part of the project.

- Conduct site visits

The previous steps are based on data availability and help characterize the likely areas for residential, workplace, and public or opportunity charging. In the last step of the siting analysis, REJ Electric will survey targeted areas to determine any on-the-ground barriers to the suitability of any areas rated highly through our analysis.

- Finalize EVCI priority areas
ICF will provide RCPA a hot-spot map of the priority areas throughout the county for the three types of charging discussed previously—residential, workplace, and opportunity charging. Further, our team will provide a description of the methodology employed and a copy of any critical notes taken during site visits by REJ Electric.

**Summarize findings of Needs Assessment**

Based on the findings of the previous subtasks, ICF will develop the Needs Assessment. ICF’s proposed structure of the needs assessment will include the following sections:

<table>
<thead>
<tr>
<th>Section of Needs Assessment</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Current Market Status</td>
<td>Characterize the current state of the EV and EVCI market in Sonoma County, including number of EVs deployed, number and type of EVCI deployed, and note any trends regarding ownership, or vehicle use.</td>
</tr>
<tr>
<td>Overview of Existing Policies</td>
<td>Characterize availability of incentives at the federal, state, and local level for EVs and EVCI. Assess to what extent these policies are having an impact.</td>
</tr>
<tr>
<td>Overview of Existing Efforts</td>
<td>Provide an overview of existing programs and efforts to deploy EVs and EVCI in the region, including stakeholders engaged and their respective roles.</td>
</tr>
<tr>
<td>Market Outlook</td>
<td>Given the current market status, existing policies, and an overview of existing efforts, ICF will develop an outlook for EV and EVCI deployment in Sonoma County. This will include forecasted vehicle populations under various scenarios and estimates of the infrastructure that will be required to support those EVs. Further, we will provide an outlook on regulatory impacts of programs like the Zero Emission Vehicle Program, Low Carbon Fuel Standard, etc. – and notably, how the County’s Climate Action Plan factors into EV planning.</td>
</tr>
<tr>
<td>Present EVCI Siting Analysis</td>
<td>Provide overview of siting analysis as a series of maps and brief description of methodology employed, including data sources.</td>
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<td>Discussion of Barriers</td>
<td>Discuss barriers identified through research and surveys of drivers, potential drivers, and stakeholders.</td>
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<td>Recommendations</td>
<td>Identify local policies or programs to promote EVs and EVCI.</td>
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</table>

**Task 2.2A Deliverables**

- Admin Draft EVCI Program and Policy Needs Assessment

**Personnel Assigned to Task 2.2A**

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Task 2.2B Municipal EVCI Action Plan

The objective Task 2.2B is to develop a Municipal EVCI Action Plan that provides guidance for local jurisdictions of Sonoma County to address and create regional consistency around critical issues in the EV ecosystem.

One of the most important aspects of Task 2.2B is interacting with the Sonoma County EV Partnership, mainly over the course of three (3) meetings. Based on our work on other similar projects, our team relies on basic tenets of stakeholder engagements similar to those from the Sonoma County EV Partnership:

- **Continuous engagement.** We will seek to create a constant feedback loop between the ICF team, SCTA/RCPA, and the members of the Sonoma County EV Partnership. This requires active engagement through outreach prior to interactions leading up to meetings.
- **Being prepared.** This goes without saying, but it is worth stressing the importance of being prepared to respond to unique or unanticipated interests and needs of varied stakeholders.
- **Make it relevant.** We understand that stakeholders will have varying interests and will come to the table with their own view on a variety of issues related to EVs and EVCI deployment. Our objective is to provide information that makes it relevant to each stakeholder to the extent feasible.
- **Collaborate and listen.** It is critical that we work with SCTA/RCPA to maintain a collaborative approach throughout the Sonoma County EV Partnership meetings. This can be achieved by ensuring that everyone is heard and engaged. We want to make it clear that we understand concerns and are seeking to address them. Throughout the process, ICF will maintain a credible and objective role.

This process will facilitate buy-in and ensure that there are no surprises as the various elements of the Municipal EVCI Action Plan are being developed. Our team seeks to develop a Plan that is accepted and embraced by stakeholders; however, we recognize fully that “accepted and embraced” can mean different things to different stakeholders. As a result, we need to maintain credibility in the process, and that starts with the Sonoma County EV Partnership meetings.

The following steps outline ICF’s proposed approach for Task 2.2B.

**Participate in and Support Local EV Partnership Meeting #1 – Scoping and Needs Assessment**

The objective of the first meeting is to outline the scoping and needs assessment associated with the Municipal EVCI Action Plan. In an effort to focus the discussion, ICF will develop a summary of existing relevant documentation related to municipal charging infrastructure in advance of the first Local EV Partnership Meeting. ICF will provide information related to public access to municipal charging station, fee structures, and station siting recommendations based on technical feasibility, site characteristics, proximity policies, and alignment with local plans.

ICF will take notes and facilitate discussion as needed in the first meeting. Our team will circulate notes after the meeting for stakeholder review.
In partnership with RCPA, ICF will develop a municipal workplan highlighting the key steps related to this task. ICF envisions a workplan with a first phase focused on additional background research regarding municipal engagement in EVCI deployment. That could be followed by a second phase of targeted outreach to municipal agencies in Sonoma County that have deployed EVCI. The third phase could focus on co-funding opportunities related to EVCI e.g., grants from the Transportation Fund for Clean Air (BAAQMD), the California Energy Commission, or the Greenhouse Gas Reduction Fund Programs (administered by CARB). Regardless, ICF will work with RCPA to ensure that the workplan is consistent with the views of the Local EV Partnership stakeholders.

**Participate in and Support Local EV Partnership Meeting #2 – Municipal workplan review, priority site submittals, priority policy question submittals**

In advance of the second meeting with the Local EV Partnership, ICF will prepare and distribute a draft municipal workplan, which outlines the steps towards developing an action plan. This workplan will result from discussion at the first Sonoma EV Partnership meeting. ICF will also work with RCPA to accept submission of priority EVCI sites and priority policy questions.

ICF assumes that the workplan will include elements such as:

- **Review existing municipal deployments**: ICF will review municipal deployments in Sonoma County and other parts of the Bay Area. This review will consider EVCI location, fee structures, site characteristics, incentives used or available for deployment, etc.

- **Identify relevant local plans**: ICF will work with RCPA to identify relevant local plans that impact the siting of EVCI. This includes Climate Action Plans, General Plans, and other planning documents that impact land use, parking policies, and zoning.

- **Develop best practices**: ICF will develop best practices for municipal EVCI deployment based on other local deployments, as well as state or regional EV initiatives.

- **Conduct site visits**: Based on prioritized potential sites provided by stakeholders, ICF and REJ Electric will survey sites in the region to identify a subset of sites with the highest potential for EVCI deployment. ICF will work with REJ Electric and stakeholders to develop transparent evaluation criteria for the purposes of site visits and evaluation.

- **Develop strategy for Municipal EVCI**: ICF will consider the state of municipal EVCI deployment, digest stakeholder feedback at partnership meetings, and use that information to develop a strategy to deploy EVCI in Sonoma County. The strategy will also include the prioritized list of EVCI sites in the region.

- **Develop prioritized list of EVCI sites**: As part of the plan, ICF will also include a

ICF notes that this proposed workplan is illustrative and subject to modification based on stakeholder feedback at the first and second meetings of the Sonoma EV Partnership.

ICF will attend the second meeting in person. Our team will facilitate the meeting as needed or support RCPA’s facilitation, and provide a second staff person for note-taking purposes.
ICF will provide follow-up on the second meeting via meeting notes, including a modified/updated Municipal EVCI workplan, a list of sites for consideration, and key policy questions posed by stakeholders.

Conduct municipal site screening and develop recommendations

ICF will work with REJ Electric to develop a methodology to screen potential municipal sites based on feedback from the Sonoma EV Partnership. ICF and REJ will consider multiple criteria, including: accessibility (to fleets and the general public), estimated installation costs (considering the potential for trenching, electrical upgrades, etc), utilization estimates (relying in part on the siting analysis conducted in Task 2.2A), and cost recovery mechanisms (e.g., via different types of fees).

As part of this subtask, our team will also conduct multiple visits to sites across Sonoma County to conduct the screening and evaluate the potential for EVCI deployment. Each site visit will include at least a Master Electrician from REJ to lead the on-site assessment. ICF and REJ anticipate conducting between 15-20 EVCI site visits over the span of 3-5 visits to Sonoma County. ICF will work with members of the Sonoma EV Partnership to gather as much data before the site visit as possible.

ICF and REJ will develop a sit visit methodology, modified from our rigorous verification services. There are three stages: 1) pre-engagement, 2) execution of the site visit, and 3) completion.

- **Pre-engagement**: The site visit lead develops the preliminary plan for the site visit, which will likely be included as part of the Municipal workplan (see previous bullet). A key requirement is to make the visit objectives clear to the site host prior to the visit. We will work with RCPA and the Sonoma County EV Partners to the extent feasible on pre-engagement.

- **Execution of the Site Visit**: During a EVCI site visit, ICF and REJ will assess the potential for EVCI deployment using the criteria developed previously. Following the site visit, the verification team performs an assessment based on data collected on-site.

- **Completion**: A summary of site visit reports will be prepared, which details the evaluation of the site and key findings. This will include an summary, description of the site, the evaluation criteria, key data collected and provided, and ICF/REJ Electric findings.

At the completion of site visits, ICF will develop recommendations, focusing on the prioritized list of potential EVCI sites, highlighting those that can be targeted in the near-term future (1-2 years) and those that can be considered as the market matures and/or the availability of funding/resources improves.

Municipal EVCI policy, program, and operations strategy development

ICF will develop a plan that provides guidance and recommendation to local jurisdiction of Sonoma County in the following key areas:

- **Policy**: Includes a review of best practices and alignment with other plans (local, regional, state). This will also include a review of site characteristics.

- **Program**: Identifies the best places and practices to deploy EVCI in Sonoma County, including consideration of funding/financing and fees associated with equipment. This will include an outlook.
on the number of EVCI that can be deployed in the near- to mid-term future given the availability of funds, incentives, and other financial considerations, as well as the sensitivity to EV adoption in the region.

- Operations: ICF will identify operational considerations. ICF will also include recommendations related EVCI etiquette. This information will be publicized as part of the plan and will include recommendations for municipalities regarding how to best encourage uniform understanding of how and when to charge an EV.

**Participate in and Support Local EV Partnership Meeting #3 – review draft Municipal EVCI Action Plan**

The objective of the final Sonoma County EV Partnership meeting is to review ICF’s draft findings and recommendations of the Municipal EVCI Action Plan. ICF will ensure that partners have at least two weeks to review the report in advance of the meeting. ICF will review the key aspects of the report at the EV Partnership Meeting and solicit feedback in a constructive fashion. ICF recommends limiting the discussion to high-level issues at the meeting for discussion, while providing stakeholders an opportunity to provide more detailed editorial feedback in writing.

ICF will work with RCPA to identify the best way to solicit and accept feedback on the report in advance of the meeting, at the meeting, and after the meeting concludes. ICF will incorporate RCPA and stakeholders’ feedback in the Municipal EVCI Action Plan that becomes part of the overall Draft Transportation Fuel Shift Plan (see Task 2.2D).

**Task 2.2B Deliverables**

- Admin Draft Municipal EVCI action plan

**Personnel Assigned to Task 2.2B**

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**Task 2.2C Private EVCI Action Plan**

The objective of Task 2.2C is develop an action plan to support the expansion of privately owned EVCI at residences and businesses in a manner consistent with local and regional plans. ICF will achieve this objective via the following steps:
**Conduct Local policy gap analysis**

ICF will review existing policies in place across Sonoma County as they relate to EVs and EVCI. ICF surveyed Sonoma County and cities in Sonoma County for the PEV Readiness Plan. Our team will check in on those core aspects of local PEV readiness, including factors such as zoning and parking rules, EVCI permit fees, timeframe to issue permits to deploy EVCI, the type of application that is accepted (e.g. online vs. over-the-counter), building codes adopted or in-place, availability of public charging, and the types of rate structures used by utility providers.

This assessment will enable ICF to determine where the potential gaps in local policy are that hinder private investment or public-private partnerships keen on investing in EVCI.

**Assemble best practices and strategy options for local government and local government partnerships**

ICF will review best practices and options for local governments and local government partnerships. The challenge here is to determine what level of support is needed today to continue growth in the EV and EVCI market, while scaling back the role of local governments and scaling up the role of the private sector.

ICF will pay particular attention to any best practices available related to financial tools that support disadvantaged populations, renters, and project developers in Priority Development Areas. ICF notes that Sonoma County is at the forefront of EV and EVCI deployment and that there is limited best practice information available in this area today; however, it is starting to come out of targeted deployments. ICF will identify EVCI deployments in the nation, state, and region that will help us develop best practices in this space. ICF notes, however, that for the most part, Sonoma County will be breaking new ground and it will be essential that local stakeholders provide their input on this aspect of the Plan.

**Survey local EV stakeholders**

This subtask correlates with the stakeholder outreach conducted previously in Task 2.2A. ICF will follow-up with a subset of stakeholders as needed as we develop the Private EVCI Action Plan. Most notably, there will be several months of work between the start of Task 2.2A and the start of Task 2.2C. ICF will focus on those stakeholders who indicated that there are or may be impending developments that will impact the local market for EVs or EVCI.

**Develop community wide siting framework and recommendations**

ICF will develop a community wide siting framework and recommendations. ICF will seek to develop a consensus based approach as much as feasible; given the varying interests in Sonoma County, this will be challenging. However, ICF has developed an approach that is based on effective and proactive stakeholder engagement and maintains ICF role as an objective and credible source of information in the process. We will combine stakeholder feedback with research to develop the community wide siting framework and develop robust recommendations specific to Sonoma County. This will include the following:

- **Siting analysis.** ICF will combine the siting analysis conducted in Task 2.2A and the municipal site screening analysis in Task 2.2B to present a community wide siting exercise.
- **Review of best practices.** ICF will highlight successful projects to date and identify the core aspects of EVCI and EV deployment that led to project success.

- **Review of incentives.** ICF will highlight monetary incentives (e.g., grants) and non-monetary incentives (e.g., streamlined permitting) that are available or could become available in Sonoma County.

- **Review of project financing for EVCI:** ICF will consider the financial structure of public-private partnerships that could lead to accelerated EVCI deployment in Sonoma County. ICF has conducted breakeven financial analyses on EVCI deployment for BAAQMD and utility partners. We will draw from this experience to develop Sonoma County specific information, considering for instance, the plans of utility providers (Sonoma Clean Power and PG&E) and project developers (e.g., NRG). ICF will pay particular attention to financing options that can be used to support disadvantaged populations, renters, and project developers in Priority Development Areas.

- **Outlook and Recommendations:** Given ICF’s review of the local market for EVs and EVCI, including available incentives and best practices, our team will highlight the near-term outlook and make recommendations for deploying EVCI in Sonoma County.

ICF notes that these are the proposed core elements of the community wide siting framework and recommendations. We will review this with RCPA to ensure that the framework and recommendations are ultimately responsive to RCPA and stakeholder feedback.

**Task 2.2C Deliverables**

Admin Draft Private EVCI Action Plan

**Personnel Assigned to Task 2.2C**

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**Task 2.2D Draft Fuel Shift Action Plan**

Package results of tasks 2.2A-D into a comprehensive plan for facilitating an increase in electric vehicle use

For the sake of efficiency, after submitting deliverables for Tasks 2.2A, 2.2B, and 2.2C, ICF will incorporate any written feedback from RCPA/SCTA and stakeholders into a packaged comprehensive plan for facilitating increased electric vehicle use.
Develop report layout and design

ICF will present a draft report layout and design o RCPA/SCTA for review. The following table illustrates ICF’s proposed structure of the Transportation Fuel Shift Plan. ICF will update this as the project evolves, we receive stakeholder feedback, and improve our understanding of local conditions in Sonoma County.

<table>
<thead>
<tr>
<th>Fuel Shift Plan Element</th>
<th>Brief Description</th>
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| Executive Summary                | ▪ Identify objectives of Transportation Fuel Shift Plan  
▪ Summary of Recommendations and Next Steps |
| Market Overview                  | ▪ Overview of Transportation Fuel Shift Plan (esp in context of broader Shift Sonoma County)  
▪ Overview of EV and EVCI Market in Sonoma County: EVs deployed, EV CI deployed w/ figures and maps; inc overview of incentives available  
▪ Outline driver behavior to date; highlight any observed differences between Sonoma County EV drivers and other regions (CA and US more broadly)  
▪ Include market outlook |
| EVCI Siting in Sonoma County     | ▪ Provide overview of siting analysis as a series of maps and brief description of methodology employed, including data sources.  
▪ Discuss barriers identified through research and surveys of drivers, potential drivers, and stakeholders.  
▪ Identify local policies or programs to promote EVs and EVCI |
| (Task 2.2A)                      |                                                                                                                                                |
| Municipal EVCI Action Plan       | ▪ Provides guidance and recommendation to local jurisdictions of Sonoma County on policies, programs, and operations of EVCI.  
▪ Includes a review of: best practices and alignment with other plans (local, regional, state); site characteristics; best places and practices to deploy EVCI in Sonoma County; and critical operational considerations.  
▪ Include recommendations related EVCI etiquette. |
| (Task 2.2B)                      |                                                                                                                                                |
| Private EVCI Action Plan         | ▪ Provides overview of actions to support the expansion of privately owned EVCI at residences and businesses in a manner consistent with local and regional plans.  
▪ Includes review of best practices, review of incentives, project financing, cross-references siting analysis. |
| (Task 2.2C)                      |                                                                                                                                                |
| Recommendations & Next Steps     | ▪ Outlines over-arching recommendations based on ICF research, stakeholder outreach and feedback, and other information gathering processes included in the project.  
▪ Develop a timeline associated with next steps  
▪ Identify roles and responsibilities as appropriate for entities engaged in next steps (e.g., SCTA/RCPA, utilities, local city governments, EVCI providers, etc.) |
| (All tasks)                      |                                                                                                                                                |

Our team will prepare an accessible and attractive Final report that includes graphics, tables, and maps to enhance the reader experience.
Personnel Assigned to Task 2.2D

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**Task 3 Community Engagement Support**

The objective of Task 3 is to provide as needed support to RCPA on issues related to community engagement. Where necessary ICF will:

- Support 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. ICF has intensive experience using the outputs of MTC’s travel demand model on these trip issues. And we are sensitive to the needs of aging and disabled populations; our team recently completed a major study entitled the AARP Livability Index project. The goal of the project is to create an interactive, user-friendly website (https://livabilityindex.aarp.org/) that allows users to compare different communities, adjust scores based on personal preferences, and learn more about how to take action to make their communities more livable.

- 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. ICF attended community outreach meetings as part of readiness planning efforts in the Bay Area, Coachella Valley, and Southeastern Pennsylvania. We also provided some support to MTC during Plan Bay Area workshops, which drew particularly active, engaged, and informed citizenry. Our team has led and supported these types of meetings, workshops, and engagements. We understand the diversity of viewpoints amongst stakeholders and are experts at helping clients maintain a credible and objective role. ICF and REJ Electric have specific and active projects and relationships with key participants in this space today, including Sonoma Clean Power, PG&E, City CarShare, municipal fleet operators, BAAQMD, MTC, Plug-in America, SFBayLeafs, ChargePoint, NRG, etc.

- Support SCTA/RCPA staff in engagement EV stakeholder groups. Support SCTA/RCPA in identifying and presenting opportunities for public-private partnerships to expand the reach of EVCI programs or policies to facilitate EVCI including real estate professional, commercial and multifamily property owners, EV owners associations, community development professional, car dealerships, construction professional, and technology vendors. Similar to the previous bullet point, ICF understands the diversity of opinions, viewpoints, and understanding amongst stakeholders and we are experts at helping clients maintain a credible and objective role in this type of process. Our team, for instance, can provide background materials to ensure that SCTA/RCPA are fully informed.
of the critical issues relevant to these types of “on-the-ground” stakeholders. ICF also understands that our team could get called in to help support a meeting—our team is accustomed to helping public agencies plan and execute stakeholder meetings. Our team will ensure that our methods are transparent, our research is objective and our recommendations are robust. ICF notes that we can also draw from REJ Electric’s experience to complement our technical and planning recommendations with practical and informed experience deploying infrastructure. REJ frequently deals with the types of stakeholders outlined previously as part of their regular business.

**Personnel Assigned to Task 3**

Note that these hours and staff are illustrative. All of ICF staff will be available on an as-needed basis for Task 3. Based on our understanding there is about $10,000 of budget allocated to this. We will deploy the appropriate combination of staff to respond to SCTA/RCPA requests. Our team will also call upon the expertise of REJ Electric as needed, especially if an electrician or on-the-ground installer’s viewpoint will be helpful for a particular meeting.

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Travel

Total $10,061

**Management Approach**

Our approach to contract management and supporting systems are designed and implemented to facilitate efficient delivery of responsive and cost-effective services to our clients. For more than 40 years, ICF has provided high-quality products and services in an efficient, timely, and cost-effective manner to thousands of clients. We understand that our commitment to partnering with our clients to help them achieve their missions will lead directly to our success as a company, and our project management processes and systems are developed and continuously refined with this in mind. This section describes our procedures for monitoring costs and progress, preparing invoices, managing subcontractors, and other management activities.

Our management approach is based on the following five basic principles:

1. **Assign critical managerial positions to senior staff members who have proven their management effectiveness, have the technical skills in areas required by the contract, and have an unwavering commitment to quality and ethics**
2. **Clearly define roles and lines of authority and responsibility for all staff under the contract**
3. **Limit the size of the management team to those who are necessary to accomplish the mission, thereby minimizing program management expenses**
4. **Provide for flexibility, so that responsiveness can be maximized**
5. **Continuously deploy cost, schedule adherence, and QA/QC systems; monitor progress; and communicate proactively with clients**
Subcontractors
Our proposed subcontractor REJ Electric will provide critical support on issues related to charging infrastructure deployment. This support cuts across Tasks 2.2A, 2.2B, and 2.2C, with REJ staff participating in site visits and Local EV Partnerships Meetings (Task 2.2B) as needed.

ICF has a strong record of successfully managing subcontractors under multidisciplinary contracts. Dr. Sheehy, ICF’s proposed project manager, has successfully managed many projects with subcontractors. Our approach to managing subcontractors is based on the following tenets:

- **Single point of contact.** To ensure accountability and strong overall contract management, ICF will act as the single point of contact with SCTA/RCPA staff for all administrative and contract matters.

- **Regular contact and coordination.** The ICF project manager will maintain regular contact with the SCTA/RCPA Project Manager to ensure that he or she is satisfied with subcontractor support. In addition to reviewing work plans, progress reports, invoices, and other materials, the ICF project manager will maintain regular contact with and oversee subcontractors through telephone conversations, meetings, and systematic review of deliverables and work products.

- **Timeliness.** The ICF project manager will develop project schedules with detailed internal deadlines for subcontractor project staff to ensure that milestones are achieved, while providing sufficient time for internal quality control activities. The ICF PM, with the subcontractor manager, will monitor the project to ensure that the schedule requirements are met.

- **QA/QC.** ICF holds our subcontractors to the same quality standards imposed upon ICF’s products. The ICF project manager will review all subcontractor deliverables.

- **Performance and financial monitoring.** ICF will monitor the technical, milestone, and financial status of subcontractor performance through regular contact with the subcontractors and review of monthly progress reports and invoices.

Quality Assurance and Quality Control
The ICF team has multiple controls in place to ensure our work meets the highest standards for quality—a key component to reducing risk for our clients. The ICF project manager has ultimate responsibility for QA/QC and will establish and enforce the ICF team’s QA/QC procedures. ICF’s QA/QC processes are designed to seek the proper balance that ensures the highest quality while maintaining efficiency and the ICF team’s ability to respond to requests.

All work products produced by junior staff are first reviewed by the immediate manager (senior or mid-level staff, as appropriate). The ICF project manager will review and provide QA/QC for all major deliverables before submission to SCTA/RCPA. The ICF project manager will ensure that any deficiencies in deliverables are addressed prior to submission. Interim deliverables will be reviewed by both the ICF project manager and one of the ICF technical leads.
Staff Report

To: SCTA Board of Directors

From: Suzanne Smith

Item: 5.2 – Regional Agency Reports

Date: June 9, 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
• SMART

Staff Recommendation:
This is an informational item only.
ITEM
1. Introductions
2. Public Comment
3. Approval of Minutes, April 23, 2015* – DISCUSSION / ACTION
4. Comprehensive Transportation Plan Update – DISCUSSION / ACTION
5. Measure M DISCUSSION / ACTION
   5.1 Measure M Invoicing / Appropriation Status*
6. Regional Information Update – DISCUSSION / ACTION
   6.1 SB 16 (Beall) State Legislation for Roadway Maintenance*
   6.2 One Bay Area Grant Cycle 2 Update*
   6.3 Federal Aid Training and Informational Needs*
7. Sales Tax Update – DISCUSSION
   7.1 June 2, 2015 Special election
8. Rail Update – DISCUSSION
9. Draft SCTA Board Meeting Agenda for June 8, 2015* DISCUSSION
10. Other Business / Comments / Announcements - DISCUSSION
11. Adjourn - ACTION

*Materials attached.
**Handout at meeting

The next SCTA meeting will be held June 8, 2015
The next TAC meeting will be held on June 25, 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 at least 72 hours prior to the meeting to ensure arrangements for accommodation.

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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.

TAC Voting member attendance – (6 Month rolling 2014/15)

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Transit Paratransit Coordinating Committee

MEETING AGENDA

May 19, 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: March 17, 2015 – DISCUSSION / ACTION*
4. Roundtable Updates
   4.1. Transit / Paratransit Operators
   4.2. Other Entities
5. Planning Activities
   5.1. Comprehensive Transportation Plan Update – Discussion
   5.2. Short Range Transit Plan Coordination – Discussion
6. Other Business / Comments / Announcements
7. Adjourn – ACTION

*Materials attached

The next SCTA meeting will be held June 8, 2015
The next TPCC meeting will be held July 21, 2015

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