BOARD OF DIRECTORS
AGENDA PACKET

Monday, March 27, 2017
2:30 p.m.

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

March 27, 2017 – 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 February 6, 2017 meeting (ACTION)*
      3.2. Admin – Form 700 conflict of interest filing (ACTION)*
      3.3. Planning – Amendment No. 3 to Agreement No. 15012 with Nelson Nygaard and Amendment No. 2 to Agreement No. 15011 with ICF for consultant services related to Shift Sonoma County (ACTION)*

   B. RCPA Items
      3.4. BayREN – BKi agreement for consultant services related to PAYS (ACTION)*
      3.5. Electric Vehicles – approve Agreement from the California Energy Commission for Drive Evergreen implementation grant from (ACTION)*

   C. SCTA Items
      3.6. Highway 101 – Amendment No. 3 to design services Agreement No. SCTA13008 with URS (AECOM) for MSN-B2 Phase 2 (ACTION)*
      3.7. Measure M – 2017 Measure M Bond Disclosure Reporting (ACTION)*
      3.8. Measure M – Airport Blvd Landscaping Project, County of Sonoma cooperative agreements M30210-05-A5 and M42010, approval and appropriation request (ACTION)*
      3.9. SR 37 – amendment no.1 to SCTA16014 interagency funding agreement for preliminary design analysis on the State Route 37 corridor (ACTION)*
      3.10. Admin – SCTA FY2016/2017 Final Budget Adjustment to Salaries and Benefits Expenditures (ACTION)*

4. Regular Calendar

   A. SCTA Items
      4.1. SCTA Planning
         4.1.1. Activities Report – update on planning activities (REPORT)*
      4.2. SCTA Projects and Programming
         4.2.1. Measure M – update from ad hoc committee (ACTION)*
         4.2.2. Legislation – update on transportation measures: SB1/AB1 (ACTION)
         4.2.3. Caltrans – FY17/18 Project Initiation Document list of priorities (ACTION)*

490 Mendocino Ave. #206, Santa Rosa, CA | 707.565.5373 | scta.ca.gov | rcpa.ca.gov
4.2.4. **Transit** - FY17/18 Coordinated Claim for transit funding (ACTION)*

4.2.5. **Highways** – update on State Highway projects (ACTION)

**B. RCPA Items**

4.3. RCPA Projects and Programming

4.3.1. **Admin** – update on status of Climate Action Advisory Committee appointments (REPORT)*

4.3.2. **Legislation** – support for SB564 (McGuire) the Water Bill Savings Act (ACTION)*

4.3.3. **Activities Report** – (REPORT)*

**5. Reports and Announcements**

5.1. Executive Committee report

5.2. Community Affairs Report

5.3. Regional agency reports

5.4. Advisory Committee agendas*

5.5. SCTA/RCPA staff report

5.6. Announcements

**6. Adjourn**

*Materials attached.

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The next **SCTA/RCPA** meetings will be held **May 8, 2017**


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.

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BOARD OF DIRECTORS MEETING
Meeting Minutes of February 6th, 2017

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 2:34 p.m. by Chairman David Rabbitt.

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

2. Public comment on items not on the regular agenda
Duane DeWitt complemented Director Coursey on his involvement with the City of Santa Rosa to find solutions for housing developments around the new SMART stations. Mr. DeWitt stressed the importance, and significance, of taller buildings with close proximity to the SMART stations and asked the Board to advocate for this type of development. Mr. DeWitt also advocated for the Safe Routes to School program, stating the impacts of traffic in Roseland can be alleviated through this program.

Chairman Rabbitt introduced Director Agrimonti and Director Mansell to the Board of Directors.

3. Consent Calendar

SCTA/RCPA Concurrent Items
3.1. Admin – Minutes of the December 12, 2016 meeting (ACTION)*
3.2. Admin – contract for State advocacy with Dunn Consulting (ACTION)*

RCPA Items
3.3. BayREN – 2017 contract for energy efficiency program funds (ACTION)*

SCTA Items
3.4. Measure M – cooperative agreement with Town of Windsor for access across Hwy 101 project and; Appropriation request (ACTION)*
3.5. Measure M – appropriation request from City of Santa Rosa for Hearn Avenue Interchange (ACTION)*
3.6. Hwy 101 – MSN-B2 Phase 2 construction funding (ACTION)*
3.7. MTC – program unused funding from One Bay Area Grant to Safe Routes to School (ACTION)*

The consent calendar was approved unanimously following the motion from Director Mackenzie and a second by Director Miller.

4. Regular Calendar

A. SCTA/RCPA Items
4.1. Admin – Election of Officers (ACTION)
Director Landman nominated Chairman Rabbit as Chair and Director Russell as Vice Chair. The nomination was approved unanimously.

To fill the alternate vacancy on the executive committee Director Mackenzie nominated Director Coursey, with a second by Director Mansell.

Director Gurney nominated Director Gorin to the executive committee, with a second by Director Agrimonti.

Director Coursey received seven votes in favor for the alternate position on the executive committee.

Director Gorin thanked the body for the nomination to the executive committee and wished Director Coursey good luck.

4.2. Admin – 2016 SCTA & RCPA Annual Report (ACTION)*

Suzanne Smith presented the 2016 SCTA & RCPA Annual Report. The reports are based on the activities of the 2016 calendar year, what was accomplished, and the financials of FY 2015/2016.

Highlights include:

- The approval of Climate Action 2020, a community climate action plan, considered a major step forward;
- The comprehensive long range transportation planning document was updated and adopted;
- Highway 101 and SMART, two of the county’s largest infrastructure projects, received additional levels of funding and continue to progress;
- Collaborations are beginning with Marin, Napa, and Solano Counties on the Highway 37 corridor; and
- RCPA received legislation to continue in perpetuity.

Ms. Smith explained in more detail on levels of funding, programs and projects in progress by the RCPA, goals and implementation, and was available for questions.

Chairman Rabbitt thanked the staff for the document, what has been done moving forward, and what will be done.

Director Agrimonti thanked staff for the document.

Upon submission, Director Miller moved to accept the 2016 Annual Report, Director Landman seconded.

The Board of Directors accepted the 2016 Annual Report unanimously.

4.3. Outreach – Community Affairs Update (REPORT)

Brant Arthur provided an update on community affairs.

Mr. Arthur complied news articles on the recent flooding on Highway 37, and highlighted SCTA-RCPA social media outlets are available for more information.

Furthermore, the Highway 37 Facebook page received significant interest following the flooding and closure.

Mr. Arthur reported on the success of the Drive EverGreen program. 280 new electric vehicles have been leased or sold through the program. As well, 336 new home chargers have been installed.

$300,000 dollars in funding has been received from the California Energy Commission for Shift
Sonoma County and funding to complete the Marin-Sonoma Narrows has been identified.

Mr. Arthur explained activities the RCPA has been involved in, including a recent conference, the 2017 California Climate Change Symposium, where topics on commitment to combat climate change were discussed.

SMART will introduce free fares through July 4th, with a 50% fare discount through September.

The California Transportation Foundation has recently named Suzanne Smith to their Board of Directors.

B. SCTA Items
   4.4. SCTA Planning
      4.4.1. Senior Mobility – presentation on mobility management from Area Agency on Aging (REPORT)

Terry Kelley and Norine Doherty, representing the Area Agency on Aging, were present to give a presentation on Senior Transportation Programs.

Norine Doherty highlighted that 25% of Sonoma County residents are seniors aged 60 years or older. This number is expected to increase to 28% by 2030.

Terry Kelley described the challenges the senior population face. Isolation is the most significant challenge facing the senior community, while also maintaining independence at home. Secondly, the senior population express concerns on understanding their entitled benefits: to what extent are these entitlements and how to apply.

Mr. Kelley furthered the discussion by focusing on efforts to ease the concern of isolation. The Area Agency on Aging intends to combat isolation by providing assistance to help senior citizens with shopping, appointments, and social interactions.

In 2008, a volunteer transportation program in West County was established and is considered successful to this day due to the impact: 28,000 rides to seniors were made with 50 volunteers in this program. This program connects seniors to the community.

One of the biggest challenges to overcome is funding. The primary funder is the Older Americans Act (FY12-16; FY17-21). The Area Agency on Aging has applied for the Caltrans 5310 funding, which has been approved.

The Area Agency on Aging continues to establish partnerships with county-wide senior services networks.

Advisory councils are established and members are appointed by the Supervisors.

A volunteer driver program was spearheaded in the City of Sebastopol and has since developed into a county-wide program. Mr. Kelley referred Catholic charities in Santa Rosa as a great resource. Many calls received are, “I live out of town, what do I do?”

Mr. Kelley described the central locations for the programs are in the respected supervisorial districts.

Mr. Kelley further explained the travel voucher program: There is a challenge facing the senior population in West County due to scarce Taxi service. Funding vouchers are becoming increasingly needed, and the appeal for subsidized services, such as Uber and Lyft, are becoming a reality.

The travel voucher program is currently successful, with funding available until June. The Area Agency
on Aging continues to identify resources to keep the program available.

The Sonoma Access website is in progress of being rebuilt. The goal is to continue to develop the program and make it accessible and functional for the senior population.

Mr. Kelley described outreach efforts. The Area Agency on Aging is working with transit agencies to assist with educational trainings in relation to Clipper Cards and SMART. As well as Driving as We Age program, which is set up as a seminar style to encourage the conversation to talk about “when is it time to give up the keys.”

Norine Doherty described the current accomplishments and challenges facing the Area Agency on Aging.

The current success the Area Agency on Aging has accomplished is identifying $652,000 for program expansion, engaging various agencies and volunteer programs, continuing with travel vouchers, and the launching the Sonoma Access website.

However, the challenges to overcome reside in the transit area where only three fixed routes serve geographically isolated areas, specifically West County. Coordinating travels between agencies at further distances, identifying existing transportation service options, recruiting and retaining volunteer drivers, and identifying funding for these programs is an ongoing challenge.

The ultimate vision is to increase volunteer drivers to serve all of Sonoma County, identify all gaps and barriers, and expand the use of the Sonoma Access website and ensure it is user friendly.

Ms. Doherty announced the upcoming meeting schedule and was available for questions.

Director Zane expressed the wish connect with Age Friendly Communities and make further connections to programs such as the World Health and/or AARP. Director Zane suggested to link Sonoma Access to Age Friendly Sonoma County.

Director Zane inquired on how the Area Agency on Aging vets the volunteers to not exploit the senior population.

Terry Kelley responded that Department of Justice background checks are currently in use. Mr. Kelley also said that the current source of volunteers are recent retirees.

Director Zane questioned whether the recruitment process is challenging.

Mr. Kelley responded that the first round of drivers were identified from Sonoma West Publishers in 2008. Sonoma West Publishers promoted the program, and more outreach to senior support groups were made. More drivers have volunteered and the same vetting process is used for the new volunteers.

Director Zane commented if senior centers are developing more training sessions on the Uber and Lyft apps, since these mediums are more economical than taxis. Director Zane noted the biggest barrier facing senior citizens is technology.

Director Agrimonti revisited the Sonoma Access website and asked for clarification.

Ms. Doherty explained the website will be used as a trip planning mechanism.

Director Russell offered support from the City of Cloverdale and any information to present City Council will be welcomed. Director Russell offered Cloverdale as a City of Volunteers.
Director Gurney commended Terry Kelley for the work completed, leadership, and accomplishments he has made.

Director Miller asked for clarification as to whether individuals go through the agency in the respective city or do these recommendations go through the Area Agency on Aging.

Ms. Doherty responded that individuals can go through the Area Agency on Aging or to contact her directly.

Director Coursey thanked Ms. Doherty and Mr. Kelley for the presentation, and added these presentations make up the difference in information missed in other discussions. Director Coursey asked what would be the best medium to request a ride.

Ms. Doherty responded that requests can be made on the Sonomaaccess.org website or to call (707) 565-7321.

Director Coursey asked how far in advance one must schedule a ride.

Mr. Kelley responded that one must make the appointment five days out. This window allows all those who need rides to receive rides and discourages dominate riders. This period also gives the office time to coordinate the trips between the driver and rider.

Director Mackenzie inquired whether the Rohnert Park-Cotati Community Voice is used as a medium to contact the senior community. Director Mackenzie also mentioned The Village Network of Petaluma, the movement of interconnected people, and wondered if there has been any contact with this organization to help set up and offer rides.

Mr. Kelley responded that as of now, there is no contact with the Rohnert Park-Cotati Community Voice, but will make those contacts moving forward. Mr. Kelley also confirmed contact with the Village Network has been made.

Director Zane questioned if there is a link to the 511.org website.

Ms. Doherty responded that Sonoma Access is on the 511.org website, including a more local based, volunteer driver program.

Chairman Rabbitt thanked Ms. Doherty and Mr. Kelley for the presentation and continued work.

4.5. SCTA Projects and Programming
4.5.1. Measure M – FY 15/16 Annual Report (ACTION)*

Seana Gause described the FY 15/16 Measure M Annual Report. $22 million in revenue was received and consistent growth is evident. The summary of the revenue can be found on page 5. Page 6 describes the apportionment programs, and with gratitude, staff is pleased to report over $6.5 million in programs to local jurisdictions.

More than $22 million was spent on local projects, with a significant portion spent on the Highway 101 program, $3 million spent on local street improvement program. Finally, funding for the Marin-Sonoma Narrow B2 Phase 2 has been identified.

Chairman Rabbit thanked SCTA staff for the hard work.

Director Zane asked clarification on the policy of unspent Measure M dollars.

Ms. Gause responded that any given jurisdiction can collect funds for three years and these funds must be spent by the third year.
Director Russell drew attention to page 10. There is a 1.2% decrease in transit and wondered what caused this decrease, specifics to Sonoma County Transit and Petaluma Transit.

Director Miller added that there is a little decrease on public transit and paratransit, and added when weather is bad, people do not leave the home.

Chairman Rabbitt continued on the topic of decreased transit ridership by explaining that Golden Gate Transit overall ridership is down, and the belief is there is a change in commute patterns. The traditional Monday through Friday commute has changed with an increase of flexible work schedules. Chairman Rabbitt also noted that ferry ridership is up.

Director Mackenzie described the experience of Route 72 and can attest to Chairman Rabbitt. Director Mackenzie acknowledged the change in ridership, while noting there are no express busses from Sonoma County after 7:00AM.

Chairman Rabbitt requested for public comment.

Bob Anderson, chair of the Citizen Advisory Committee, reported the response to the Measure M Annual report from the committee was positive.

Director Zane moved to approve the Measure M Annual report, Director Agrimonti seconded the motion.

The Measure M Annual Report was accepted unanimously.

4.5.2. Legislation – letter of support for AB1 and SB 1 related to State transportation funding (ACTION)

Suzanne Smith provided a brief summary of transportation legislative proposals (Assembly Bill 1, Frazier; Senate Bill 1, Beall) in the California State Legislature and Governor Brown’s proposed budget. These proposals seek to add new revenues to transportation funding.

The Governor’s proposed budget is $2 billion less than the proposed legislation. The legislative proposals focus on the gas tax and on local road maintenance.

Funds available by these proposals will be facilitated through the public works departments of each jurisdiction, not through SCTA.

The Governor’s proposal focuses on road and highway maintenance and the SHOHP program. Whereas the legislative proposals balances with STIPP to have revenue available priority projects, these proposals create incentives for self-help counties; however the monetary difference is based on the gas tax's inclusion or not.

SCTA is asking the Board of Directors for a letter of support to Senator Beall and Assembly member Frazier. The Citizens Advisory Committee unanimously supported the recommendation for a letter of support for AB1 and SB1.

Chairman Rabbitt asked on clarification on the incentives for self-help counties and incentive for existing counties to extend measures.

Ms. Smith described that all jurisdictions, current or future, will be eligible to receive the funds.

Steve Birdlebough, representing the Transportation Land Use Coalition, explained the loss of ridership on transit is due to little funds allocated to public transportation. Mr. Birdlebough states while significant funds are going to road repair, very little is allocated to public transportation. The environmental community is asking to increase funding for public transportation.
Director Coursey asked if the letter of support would be sent to the delegation, as well.

Ms. Smith responded that the letter of support would be sent to Senator Beall and Assembly member Frazier, with a carbon copy to the delegation.

Director Miller moved to support a letter of support for Senate Bill 1 and Assembly Bill1, Director Gorin seconded the motion.

The motion passed unanimously.

4.5.3. Legislation – Regional Measure 3\(^{(\text{REPORT})}\)

Suzanne Smith explained on MTC’s proposition to increase bridge toll revenues on state owned bridges. This proposal will be presented to voters, requiring a simple majority to pass. The process to create the expenditure plan and revenue source lies under the authority of the State Legislature. MTC has asked partner agencies to help develop projects in the counties, and Sonoma County will be included in this regional measure for the first time.

Proposed priority projects with MTC are: completing Marin-Sonoma Narrows, initiating work in the Highway 37 corridor, extending SMART service to Windsor, supporting the SMART transit hub in San Rafael, and locating matching funds for the intersection of Highways 116/121.

MTC has provided an estimated share of Regional Measure 3 funds. If the toll increase by $1 - $3 is approved, it’s anticipated to bring in $35 - $100 million in revenue. If the metric used to determine allocation via population, $100 - $300 million in revenue is anticipated.

Ms. Smith requested from the Board for any projects which may have been missed.

Director Miller commented on the proposed projects. Director Miller suggested to finish the Marin-Sonoma Narrows and finish the Highway 101 widening first, then asked when to expect the ballot measure to be presented to voters.

Ms. Smith responded that the legislation is expected to be completed in 2017 with a ballot measure anticipated in 2018. Whether this ballot measure will be on the primary or general election is to be determined.

Director Coursey spoke on the Regional Measure 1 and 2, and added that Sonoma County has a nexus to the bridge for Regional Measure 3 through the connection with SMART.

Director Mackenzie commented on a handout included in the staff report, which was produced for workshops at MTC in early December. MTC made clear that all nine Bay Area counties will be included in Regional Measure 3. Director Mackenzie looks forward to working with the Board on projects that will benefit Sonoma County.

Director Gorin appreciated the project list, specifically the projects listed in the Sonoma Valley, citing the benefits for residents and visitors. Director Gorin also expressed thanks to the City of Santa Rosa for the community connector.

Director Zane, to Director Mackenzie, asked clarification on the MTC draft principles of the bridge nexus, wondering if Sonoma County is considered “in the vicinity of the San Francisco Bay Area.”

Director Mackenzie responded the inclusion of Napa and Sonoma Counties in the Regional Measure 3 is deliberate.

Ms. Smith requested direction on the project list to start discussion with MTC.
Director Landman suggested to keep work on widening Highway 101 and to begin conversations to extend SMART service to Cloverdale.

Director Mansell appreciated Director Landman raising the SMART extension, adding specifically through Healdsburg. Director Mansell expressed confidence to receive information regarding the SMART extension, the railroad bridge, and urged the body to stay focused and hopeful.

Director Mackenzie moved to accept the proposed project list, Director Gorin seconded. The motion passed unanimously.

4.5.4. **Highways** – update on State Highway projects (ACTION)

James Cameron described the highway report included in the agenda packet. Mr. Cameron highlighted Project 11, calling this the best news of the day. Funding to complete the Marin-Sonoma Narrows B2 Phase 2 is fully funded and construction will begin with lanes expecting to open in 2019. The project will advertise later this year.

Project 12 was also highlighted as an update on Highway 37. The agenda items discussed The Policy Committee past agenda including accomplishments, policies, and the work plan. The next policy committee meeting will be held on March 2 in Vallejo with a discussion focused on policy funding possibilities and a financial roadmap in regard to how much revenue tolling will generate.

Project 15, the Hearn Ave. interchange, was explained. The environmental document has been completed and the City of Santa Rosa is expected to issue an RFP for a design consultant.

Chairman Rabbitt spoke on the success of refinancing Measure M Bonds to fund the B2 Phase 2 and the excitement for Petaluma to have a third lane to the county line.

Director Mackenzie spoke on the Highway 37 project, mentioning on number of accomplishments. After reading the news article in the Press Democrat, an op-ed piece has been drafted to counter the published article. Highway 37 has been closed to traffic for 13 days due to recent flooding. The Highway 37 project is on MTC’s radar, have the funds for a design alternative and a consultant is selected. Alternatives for the corridor will be presented.

Director Gorin expressed appreciation towards the SCTA, the County, and MTC for the focus on Highway 37. Director Gorin recognized the importance of completing the widening of Highway 101 and SMART extensions, however stressed the importance of Highway 37 for commuters in the Sonoma valley.

Chairman Rabbitt added that Highway 37 is the second priority project for Marin, Napa, Solano, and Sonoma counties.

Director Agrimonti reiterated Director Gorin’s sentiment, stating Highway 37 is important for the people of Sonoma and tourists.

Steve Birdlebough, Sonoma County Transportation and Land Use Coalition, reminded the body that Highway 37 has a railroad nearby. While focused on extending SMART service to Cloverdale, Mr. Birdlebough reminded that at
some point, an individual from the City of Sonoma will want to use the rail to get to San Francisco, Marin, and Sacramento. Indeed this is a long range project, but urged to begin thinking about how to move people around via rail. Mr. Birdlebough requested to include rail in the environmental studies.

Bob Anderson, chair of the Citizens Advisory Committee, commended the work to fully fund B2 Phase 2.

C. RCPA Items

4.6 RCPA Planning

4.6.1 **CA2020**– implementation update with examples from Windsor and Sonoma (Report)*

Carolyn Glanton provided an update on the Regional Climate Action Plan, Climate Action 2020 and Beyond, implementation. The Board of Directors adopted Climate Action 2020 in June 2016 and RCPA staff continue to work on supporting members in their climate action efforts.

In November 2016, the City of Sonoma adopted all 22 local climate measures. This resolution authorized staff to move forward in implementation measures, including switching municipal accounts to 100% renewable electricity through Sonoma Clean Power EverGreen. RCPA continues to work with the city of Sonoma.

The Town of Windsor is currently updating their general plan and has included updated climate action policies. In the current public review draft, Windsor has integrated the effects of climate change on public safety, as well as new goal of climate adaptation and sustainability goals. List of new climate action policies are included in the agenda packet. RCPA will continue to work with all jurisdictions on climate change efforts.

Ms. Glanton was available for questions.

Director Gurney complemented the City of Sonoma and Town of Windsor for adopting their local measures from Climate Action 2020 and moving forward with climate action, respectively. Director Gurney said the City of Sebastopol City Council has reassessed their goals, and climate action goals are included as the second goal.

Steve Birdlebough, representing the Sierra Club, recommended each city ought to think about climate action goals sooner.

Lauren Casey expressed hope as staff, regardless of final adoption, that the Climate Action 2020 will be a valuable guideline, since a clear roadmap is established.

4.7 RCPA Projects and Programming

4.7.1 **Activities Report** – (REPORT)

Lauren Casey provided an overview on the work of the RCPA in the past month.

Nominations for the Climate Action Advisory Committee have been received. Ms. Casey thanked the Board for the nominations and asked to keep them coming.

Ms. Casey described leading efforts in attaining zero energy buildings, referring to the City of Hayward as an example. As well as, the City of Portland has adopted a model requiring a home energy report upon sale.
Electric vehicle planning and implementation readiness with direct support to local government are in progress. Currently, with support from Sonoma Clean Power and Caltrans, possible locations for charging stations are beginning to be identified.

RCPA is monitoring activities in Sacramento. RCPA staff attended the 2017 Climate Change Symposium, a statewide conference with the themes around climate change thinking, attitudes, and resilience and an interest to bring a speaker to the RCPA coordination committee meeting.

Director Mackenzie asked for clarification on the keynote speaker.

Ms. Casey confirmed the speaker as Connie Roser-Renouf, Ph.D., Associate Research Professor at the Center for Climate Change Communication at George Mason University.

Director Zane described an article relating to the atmospheric rivers, and spoke on the importance the atmospheric rivers has on our communities.

Director Gorin conveyed her excitement for RCPA activities reports, expressing appreciation for staff’s attention to world and statewide challenges. Director Gorin communicated the climate change language is important, because it cuts through the conversation between climate change deniers and acceptors.

5. Reports and Announcements

5.1. Executive Committee report

Chairman Rabbitt reported on the new SCTA office relocation plans.

5.2. Regional agency reports

Sonoma Clean Power:
Director Landman reported on the electrical vehicle program, Drive EverGreen, as successful, and SCP staff are assessing program. There was significant interest from public and car dealerships. It was noted that this program served 30% of the socioeconomically disadvantaged community.

Bay Area Air Quality Management District:
Director Zane reported fewer spare the air days have been issued due the recent rain. However, people are ignoring the recommendations to control wood burning because of the cold weather. Wood burning has impact on overall health and compelled people to disseminate the information as much as possible.

Bay Conservation & Development Commission:
Director Gorin spoke on the relocation of the regional agency in San Francisco. BCDC is now in the same headquarters as MTC, Bay Area Air Quality Management District, and ABAG. Highway 37 was a topic discussed.

MTC:
Director Mackenzie reported on his nomination of incoming chair of MTC.

SMART:
Director Russell is delighted by the activation of the central control system and reported that trains are moving as they should. High speed train and positive train testing is beginning. Six of the 14 engines have been replaced, and progress is on schedule. Bicycle paths in Petaluma, Santa Rosa,
Rohnert Park, Cotati, and Novato are nearing completion.

**Golden Gate Bridge District:**
Chairman Rabbitt reported there will be an increase on fares and tolls, and positive media have been reported. The Golden Gate Bridge District is planning for ferry services to Tiburon, however legal challenges are stalling efforts. Work on a suicide barrier on the Golden Gate Bridge is in progress.

5.3. Advisory Committee Agendas
Included in the agenda packet.

5.4. SCTA/RCPA staff report
Included in the agenda packet.

5.5. Announcements
Director Mackenzie announced that four of the North Bay counties are in the MTC leadership.

6. Adjourn
Meeting adjourned at 4:55 p.m.
Staff Report

To:      SCTA/RCPA Board of Directors
From:    Suzanne Smith, Executive Director
Item:    Form 700 Submittal
Date:    March 27, 2017

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**Issue:**
Board Member FPPC Form 700s are due March 30, 2017.

**Background:**
Board Members and alternates are required to submit a Form 700 as members of the SCTA/RCPA. Please see the following web site for the form or contact Drew Nichols at Drew.Nichols@scta.ca.gov for further assistance. The form may be filled out online; however, it cannot be electronically filed, as it requires an original signature. A detailed notification letter with instructions was sent to your mailing address that we have on file on March 1, 2017.

[http://www.fppc.ca.gov/Form700.html](http://www.fppc.ca.gov/Form700.html)

As Directors, you may use the same Form you submit as an elected official in your jurisdiction but the report must cover any potential conflicts countywide and not just within the city you represent.

**Policy Impacts:**
None.

**Fiscal Impacts:**
None.

**Staff Recommendation:**
Please submit a signed Form 700 to the SCTA/RCPA office by March 28, 2017.
Staff Report

To: SCTA/RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 3.3 – Amended agreements for consulting services for Shift Sonoma County
Date: March 27, 2017

Issue:

Shall the Board authorize staff to execute the third amendment to the funding and implementation agreement (15012-A3) between the Sonoma County Transportation Authority and Nelson Nygaard for consulting services in support of the Shift Sonoma County Plan? Shall the Board authorize staff to execute the second amendment (15011-A2) to the agreement between the SCTA and ICF International for consulting services in support of the Shift Sonoma County Plan?

Background:

The SCTA and RCPA were jointly awarded a contract from the Strategic Growth Council to develop the Shift Sonoma County low carbon transportation action plan. The project is focused on providing tools to support local government actions to accelerate use of alternatives to single occupant vehicles. Nelson Nygaard and ICF International were retained to develop components of the project focused on mode shift and fuel shift respectively.

All consultant deliverables requested under these agreements have been provided in draft form to SCTA/RCPA staff, however staff believe it will be useful to retain the support of these consulting firms through the duration of the project to support final deliverables and addressing outstanding technical questions. The SCTA agreement with the Strategic Growth Council is valid through the end of 2017.

The proposed amendments simply extend the term of the consulting agreements to support the SCTA and RCPA in finalizing the Shift Sonoma County action plan through December 31, 2017. No additional scope or funding is proposed.

Policy Impacts:

Diverse mobility and low carbon transportation are core to the missions of the SCTA and RCPA.

Fiscal Impacts:

None.

Staff Recommendation:

Staff recommends that the Board authorize staff to execute amendment 15012-A3 and amendment 15011-A2.
THIRD AMENDMENT TO
AGREEMENT for TRANSPORTATION MODE SHIFT PLAN
NELSON NYGAARD (CONSULTANT) AND SONOMA COUNTY TRANSPORTATION AUTHORITY (SCTA)

The Agreement for the Consulting Services in Drafting a Transportation Mode Shift Plan (Agreement) between Nelson Nygaard (Consultant) and Sonoma County Transportation Authority (SCTA) is hereby amended as follows:

A. Section 3, Term of Agreement, is amended to extend the term to December 31, 2017.

B. This Third Amendment is effective March 13, 2017.

IN WITNESS WHEREOF, SCTA has duly executed this Amendment, or caused it to be duly executed, and Consultant has duly executed this Amendment, or caused it to be duly executed.

Dated: ________________________

Suzanne Smith, Executive Director, SCTA

Approved as to form:

Cory O’Donnell, Legal Counsel, SCTA

Dated: ________________________

Authorized Representative, Nelson Nygaard
SECOND AMENDMENT TO
AGREEMENT FOR TRANSPORTATION MODE SHIFT PLAN
ICF INTERNATIONAL (CONSULTANT) AND SONOMA COUNTY TRANSPORTATION AUTHORITY
(SCTA)

The Agreement for the Consulting Services in Drafting a Transportation Mode Shift Plan
(Agreement) between ICF Resources, LLC (Consultant) and Sonoma County Transportation
Authority (SCTA) is hereby amended as follows:

A. Section 3, Term of Agreement, is amended to extend the term to December 31, 2017.

B. This Amendment is effective March 13, 2017.

IN WITNESS WHEREOF, SCTA has duly executed this Amendment, or caused it to be duly
executed, and Consultant has duly executed this Amendment, or caused it to be duly executed.

Dated: _______________________    __________________________________

Suzanne Smith, Executive Director, SCTA

Approved as to form:

Dated: _______________________   ___________________________________

Cory O’Donnell, Legal Counsel, SCTA

Dated: _______________________    __________________________________

Authorized Representative, ICF Resources
Staff Report

To: RCPA Board of Directors

From: Lauren Casey, Director of Climate Programs

Item: 3.4 – Bay Area Regional Energy Network (BayREN) Agreement with BKi

Date: March 27, 2017

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**Issue:**
Shall the Board authorize staff to execute an Agreement for Professional Services associated with the Pay As You Save (PAYS) program with BKi, a division of Frontier Energy, Inc.?

**Background:**
The Bay Area Regional Energy Network program portfolio includes an expansion of the Pay As You Save (PAYS) on-bill repayment program first brought to California by the RCPA in 2012 in partnership with the Town of Windsor. BayREN PAYS is providing ongoing technical assistance and program management to PAYS partner utilities to help this innovative model for installing customer resource efficiency measures grow and evolve to be more effective.

The RCPA was once again selected to serve as the Regional PAYS Lead Link (program lead) for 2017, and was provided with a total budget not to exceed $303,946 for all PAYS activities as illustrated in Attachment 1E to the agreement with ABAG approved by the RCPA Board in February (attached as Appendix 1).

The PAYS Coordination and Technical Assistance services will be provided by consultants with the proper skills and expertise to compliment RCPA staff management and deliver the BayREN PAYS scope of work.

BKi has provided these services for the RCPA during the development and implementation of the BayREN PAYS Program Implementation Plan and is uniquely qualified to execute this scope, as the sole licensee of the PAYS® on-bill tariff model in California. This professional services agreement would be established on the basis of qualifications and competency, consistent with the RCPA Administrative Code.

**Policy Impacts:**
Financing is identified in the RCPA Mission, Goals, and Objectives and Climate Action 2020 as an important tool for reducing greenhouse emissions.

**Fiscal Impacts:**
The cost of services will not exceed $237,236. The Final RCPA budget for FY16/17 included professional services related to PAYS. All costs incurred will be reimbursed through BayREN.

**Staff Recommendation:**
That the Board authorize staff to execute Agreement Number RCPA17005.
AGREEMENT FOR CONSULTANT SERVICES WITH BEVILACQUA-KNIGHT, INC

This Agreement is made by and between Bevilacqua-Knight, a Division of Frontier Energy, Inc. (hereinafter referred to as “CONSULTANT”), and the Sonoma County Regional Climate Protection Authority (hereinafter referred to as “RCPA”) for the purpose of providing skilled and knowledgeable professional consulting services for purposes of designing and implementing services to be implemented under RCPA’s San Francisco Bay Area Regional Energy Network (BayREN) program.

RECITALS

WHEREAS, the San Francisco Bay Area Regional Energy Network (BayREN) consists of ten (10) public entities: Association of Bay Area Governments (ABAG), City and County of San Francisco, Alameda County Waste Management Authority (StopWaste.org), County of Contra Costa, County of Marin, County of Napa, County of San Mateo, County of Santa Clara, City of Suisun City, on behalf of Solano County, and Sonoma County Regional Climate Protection Authority (RCPA) (referenced collectively or generically as BayREN Members); and

WHEREAS, on October 28, 2016 the California Public Utilities Commission (CPUC) issued D.15-10-028 (2016 Decision) approving budget to fund implementation of the BayREN Program Implementation Plan (PIP) through 2025. The Decision also directed Pacific Gas & Electric Company (PG&E) to enter into a contract with BayREN to provide funding for the PIP; and

WHEREAS, effective January 1, 2017, ABAG, on behalf of BayREN, and PG&E entered into an agreement denominated under PG&E’s nomenclature as Contract Work Authorization No. 2501322994 and Contract Work Authorization No. 2501322995, to Contract No. 4400007460, including Master Service Agreement (MSA) No. 4400007460 (collectively, 2017 Funding Agreement). This agreement is included in the Funding and Implementation Agreement between ABAG and the RCPA.

WHEREAS, under the PIP and the Funding and Implementation Agreement between ABAG and RCPA (Implementation Agreement, which is attached and marked Appendix 1), RCPA is tasked with expanding the Pay As You Save (PAYS®) on-bill water and energy efficiency financing program. The BayREN PAYS® Pilot will cover between one to three jurisdictions in the nine-county BayREN region and will build upon the Better Buildings Program/Department of Energy funded Windsor Efficiency PAYS® pilot; and

WHEREAS, Consultant represents that the company and their affiliates are duly qualified and experienced in the program design and implementation of building retrofit program development; and

WHEREAS, in the judgment of the RCPA Board of Directors, it is necessary and desirable to employ the services of Consultant for the purpose of developing services to be implemented under RCPA’s BayREN PAYS® program.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the parties hereto agree as follows:
1. **GENERAL PROVISIONS**

1.1 **SCOPE OF AGREEMENT:** RCPA retains CONSULTANT to prepare the program design and implementation of services under RCPA’S BayREN PAYS® program as defined in Attachment I, attached hereto and incorporated herein by reference. In case of any conflict between Attachment I and this Agreement, the terms of this Agreement shall prevail. CONSULTANT shall work closely with RCPA staff and their contract management agents in the performance of all work pursuant to this Agreement.

1.2 **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. If any of CONSULTANT’s work is not in accordance with such level of competency and standard of care, RCPA shall have the right to do any or all of the following: (a) require CONSULTANT to meet with RCPA 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 paragraph 4.2; or (d) pursue any and all other remedies at law or in equity.

1.3 **ASSIGNED PERSONNEL:** CONSULTANT shall assign only competent personnel to perform work hereunder. In the event that at any time, and for any reason, RCPA notifies CONSULTANT of concerns over the performance of any person or persons assigned by CONSULTANT to perform work hereunder, CONSULTANT shall be obligated to meet with RCPA to discuss a resolution to those concerns including the possible removal of such person or persons immediately upon receiving written notice from RCPA subsequent to the meeting to resolve RCPA concerns. If CONSULTANT is not otherwise able to address RCPA’s concerns, CONSULTANT shall remove and replace the person of concern.

1.4 **KEY PERSONNEL:** Any and all persons identified in this Agreement or any attachment thereto as the project manager, project team, or other professional performing work hereunder are deemed by RCPA to be key personnel whose services were a material inducement to RCPA to enter into this agreement, and without whose services RCPA would not have entered into this Agreement. CONSULTANT shall not voluntarily remove, replace, substitute, or otherwise change any key personnel without the prior written consent of RCPA, which shall not be unreasonably withheld. With respect to performance of work under this Agreement, CONSULTANT shall employ the following key personnel:

- Brian Gitt, Principal – BKI
- Christine Geltz, Program Manager – BKi
- Scott Fable, Program Manager – BKI
- Chris Bradt, Senior Program Consultant – BKI
1.5 **SUBCONTRACTING:** CONSULTANT shall perform the work contemplated with resources available within its own organization or the subcontractors identified in Attachment I. No other subcontractors may be used by the CONSULTANT without the written authorization by RCPA’s Executive Director. Any subcontract entered into as a result of this Agreement shall contain all the provisions stipulated in this Agreement to be applicable to subconsultants or subcontractors. Any substitution of subconsultants or subcontractors shall be approved in writing by RCPA’s Executive Director in advance of assigning work to a substitute subconsultant or subcontractor.

1.6 **IMPLEMENTATION.** CONSULTANT understands and acknowledges that all funding for this Agreement is subject to the Funding Agreement and Implementation Agreement and that it will perform its work in conformity with this Agreement and applicable provisions of the Funding Agreement and Implementation Agreement, attached as Appendix 1.

2. **COMPENSATION:**

2.1 **PAYMENT FOR CONSULTANT’S SERVICES:** For all services and incidental costs required hereunder, CONSULTANT shall be paid no more than $237,236. Payments shall be made in amounts not to exceed the individual tasks outlined in Attachment I, attached hereto and incorporated herein by reference. Payment shall be made to CONSULTANT in the manner provided in Paragraph 2.2 below for eligible rates and expenses provided in Paragraph 2.3 and 2.4. CONSULTANT shall not be paid for expenses in excess of the amounts delineated by task in Attachment I without the express advance written approval from RCPA.

Payment for consultant services shall be contingent upon RCPA receiving BayREN funds. Should BayREN funds in an amount sufficient to fund this Agreement in full not be received by RCPA, for any reason whatsoever, the CONSULTANT shall not be entitled to be compensated for any work performed under this contract. RCPA personnel will make every effort to notify the CONSULTANT as soon as and if BayREN funding is in jeopardy of not being available to provide the funding for this contract.

2.2 **PAYMENT PROCEDURE:** CONSULTANT shall submit a invoice to RCPA on a monthly basis. Each invoice shall be broken down by Agreement tasks as identified in Attachment I; for each task the invoice shall include the following information: (A) Status; (B) Task description; (C) Labor cost by employee including: employee name, number of hours spent, and billing rate; (D) Reimbursable expenses including: unit cost and quantity or each item of expense; (E) the amount of the current billing and a description of the associated work performed; (F) the total amount of the
previous bill; (G) the total billings to date; and (H) any and all relevant receipts or other appropriate cost documentation. Within fifteen (15) business days following receipt of the invoice by RCPA, RCPA shall determine whether CONSULTANT has satisfactorily performed the work identified in the invoice and whether the costs are properly documented. If RCPA determines that CONSULTANT has not satisfactorily performed such work, RCPA shall inform CONSULTANT in writing of such fact and may proceed pursuant to Paragraph 1.2. Following RCPA’s determination that CONSULTANT has satisfactorily performed the work for which CONSULTANT has invoiced RCPA and that the invoice is supported by relevant receipts or other appropriate cost documentation required by Paragraphs 2.2, 2.3 and 2.4, RCPA will forward approved invoices to ABAG for payment. Subject to the provisions of Paragraph 13, RCPA shall cause payment to be made to CONSULTANT within ten (10) days of receipt of payment from ABAG. In the event that a disagreement arises between RCPA and CONSULTANT over documentation or amount of work completed for any invoice, RCPA shall make a partial payment based upon RCPA’s sole determination of the amount of work completed within the thirty (30) business day period. CONSULTANT shall be paid for services rendered as determined by RCPA, subject to the total compensation limit set forth in Paragraph 2.1, at the billing rates specified in Attachment I.

2.3 Billing Rates: Billing rates shall be inclusive of all applicable overhead costs, administrative and general fees, and profit and salary and benefits at the time the hours are incurred.

2.4 Expenses and Documentation: All reimbursable expenses shall be reasonable, ordinary, and necessary and shall be billed at cost. Overhead costs will not be reimbursed as expenses. Miscellaneous costs, such as routine telephone communications, routine copying, electronic mail, facsimile, transmissions, computer time, and use of in-house technical software are considered to be part of the applicable overhead costs. Air travel costs will be reimbursed only on a coach fare basis and all rental car costs will be reimbursed only on a subcompact basis. In the event there is use of a personal car in the performance of Work under the Agreement and such use is included as a reimbursable expense, reimbursable mileage shall be at the current IRS rate. For each expense item over $100, supporting data and documentation shall be furnished with the invoice. Copies of detailed expense reports to support travel costs shall be attached to the invoice. Although travel receipts need not be attached, they shall be retained for the term of the audit period.

3. Term of Agreement: The term of this Agreement shall be from January 1, 2017 to December 31, 2017 unless terminated earlier in accordance with the provisions of Paragraph 4 below.

4. Termination:

4.1 Termination Without Cause: At any time and without cause, RCPA, in its sole discretion, shall have the right to terminate this Agreement by giving CONSULTANT ten (10) business days written notice of termination. In such event, as full payment for all services hereunder, RCPA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination. Such payment shall be made in the manner provided in paragraph 4.3.
4.2 **TERMINATION FOR CAUSE:** Should CONSULTANT fail to perform any of its obligations hereunder, within the time and in the manner provided herein, or otherwise violate any of the material terms of this Agreement, RCPA may terminate this Agreement immediately by giving CONSULTANT written notice of termination, stating the reason for termination, with a reasonable opportunity to cure. In such event, as full payment for all services hereunder, RCPA shall pay CONSULTANT for work satisfactorily performed and reimbursable expenses properly incurred up to the date of termination, less the amount of actual damages, if any, sustained by RCPA by virtue of CONSULTANT’s breach of this Agreement. Such payment shall be made in the manner provided in paragraph 4.3.

4.3 **DELIVERY OF WORK PRODUCT AND FINAL PAYMENT UPON TERMINATION:**

In the event of termination, CONSULTANT shall, within ten (10) days following the date of termination, deliver to RCPA all materials subject to the provisions of paragraph 15 and submit to RCPA an invoice for work performed and reimbursable expenses incurred up to the date of termination. The invoice shall contain the information specified in paragraph 2.2. Upon receipt thereof, RCPA shall determine whether CONSULTANT has satisfactorily performed the work and properly incurred the reimbursable expenses identified in the invoice and cause payment to be made to CONSULTANT for such work and reimbursable expenses that RCPA determines CONSULTANT has satisfactorily performed or properly incurred; provided, in the case of termination for cause, RCPA shall deduct from the sum otherwise due CONSULTANT the amount of actual damages, if any, sustained by RCPA by virtue of CONSULTANT’s breach of this Agreement.

5. **Infringement Protection.** Consultants represents that the material to be prepared under this Agreement will not infringe upon the copyright, patent or license, or otherwise violate the proprietary rights, including trade secret rights, of any person or entity. Consultant agrees to indemnify and hold RCPA, BayREN Members, the CPUC and PG&E (for the purposes of this section only, Indemnities) harmless from and against any and all liabilities, costs and damages arising out of any such infringement, and from any suit, demand or claim made against Indemnites alleging any such infringement or violation. In addition to the foregoing, if there is such a suit, demand or claim, Consultant agrees, as soon as possible, to either procure for the affected Indemnitee(s) the right to continue using the material, replace the material with non-infringing material or modify it so it becomes noninfringing; provided, however that the replaced or modified material shall be equal to that contracted for hereunder and satisfactory to the affected Indemnitee(s). Consultant further agrees to pay any judgment or reasonable settlement offer resulting from a suit, demand or claim.

6. **INDEMNIFICATION:** Consultant agrees to accept responsibility for loss or damage to any person or entity, including RCPA, BayREN Members, PG&E, CPUC, and any public entity to which RCPA may assign this Agreement (“Indemnified Parties”) and to defend, indemnify, hold harmless, and release Indemnified Parties, their 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 the negligence, recklessness, or willful misconduct of Consultant hereunder, but excluding liability due to Indemnified Parties sole or active negligence or willful misconduct. 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. This indemnification obligation shall survive the expiration or earlier termination of this Agreement. In no event shall either party be liable to the other for any indirect, consequential, exemplary, special, incidental or punitive damages including, without limitation, lost profits or revenues even if such damages are foreseeable or the damaged party has been advised of the possibility of such damages.

7. **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/C/D], which is attached hereto and incorporated herein by this reference.

8. **PROSECUTION OF WORK:** CONSULTANT shall be authorized to proceed with the performance of this Agreement only upon the issuance by RCPA’s Executive Director of written Notice to Proceed. 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, or other delay beyond CONSULTANT’s reasonable control and which CONSULTANT could not have reasonably foreseen and guarded against, 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.

9. **DELAYS AND EXTENSIONS OF TIME:**

9.1 **DELAYS IN GENERAL:** If CONSULTANT’s performance of work hereunder is delayed by unforeseen events beyond the control of CONSULTANT, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 8.3. Such unforeseen events shall be limited to earthquakes, floods, high waters, or other Acts of God, or strikes, lockouts, or other similar labor disturbances, or other specific events that are beyond the control of CONSULTANT and which CONSULTANT could not have reasonably foreseen or guarded against.

9.2 **DELAYS CAUSED BY RCPA:** If CONSULTANT’s performance of work hereunder is delayed by events caused solely by the action or inaction of RCPA, such delays will entitle CONSULTANT to an extension of time pursuant to paragraph 8.3.

9.3 **EXTENSIONS OF TIME:** Extensions of time, when granted by RCPA, shall be based upon the effect of delays on the performance of work hereunder and shall extend the time for CONSULTANT’s performance of this Agreement by a number of days equal to the number of days CONSULTANT has been delayed.

10. **EXTRA OR CHANGED WORK:** Extra or changed work may be authorized in writing by RCPA’s Executive Director, subject to the following limitation: the cost of work authorized by the Executive Director shall not exceed $25,000 per task and shall not exceed an overall cap for the term of the contract of $50,000. RCPA CONSULTANT acknowledges and agrees that, except as otherwise expressly provided herein, only the Board of Directors of RCPA may authorize extra or changed work hereunder and RCPA staff are without authorization to order extra or changed work or to waive Agreement requirements. Failure of CONSULTANT to secure written authorization for extra or changed work beyond the scope of this contract 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.

11. REPRESENTATIONS AND WARRANTIES OF CONSULTANT:

11.1 STANDARD OF CARE: RCPA 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 RCPA shall not operate as a waiver or release. CONSULTANT further represents that all products of whatsoever nature which CONSULTANT delivers to RCPA pursuant to this Agreement will be prepared in a professional manner and conform to the standards of quality normally observed by a person practicing in CONSULTANT’s profession.

11.2 FAMILIARITY WITH WORK: CONSULTANT represents that it has thoroughly investigated and considered the work to be performed hereunder and how it should be performed, and fully understands the difficulties and restrictions attending the performance of such work.

11.3 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 RCPA and is not entitled to participate in any pension plan, insurance, bonus, or similar benefits RCPA provides its employees. In the event RCPA exercises its right to terminate this Agreement pursuant to paragraph 4, CONSULTANT expressly agrees that it shall have no recourse or right of appeal under laws, ordinances, rules, or regulations applicable to employees. This paragraph does not in any way infringe upon or limit CONSULTANT’s recourse, if any, otherwise available under California law. It is understood and agreed that CONSULTANT’s employees are not “employees for hire”, but are provided as part of professional services to serve a specific purpose for a temporary period. Should the RCPA wish to hire for permanent employment an employee of CONSULTANT within this Agreement period or for a period of one year after service are completed, the RCPA shall contact CONSULTANT in writing and make such a request. CONSULTANT shall work with the RCPA regarding equitable compensation for the hiring of said employee.

11.4 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, without limitation, state and federal income and FICA taxes. CONSULTANT agrees to indemnify and hold RCPA harmless from any liability which RCPA 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 RCPA is audited for compliance regarding any withholding or other applicable taxes, CONSULTANT agrees to furnish RCPA with proof of payment of taxes on these earnings.

11.5 COST DISCLOSURE: In accordance with Government Code section 7550, CONSULTANT agrees to state in a separate section in any filed report the numbers and dollar amounts of all contracts and subcontracts relating to the Project.

11.6 RECORDS MAINTENANCE: CONSULTANT and any of its subconsultants and subcontractors shall maintain full and complete documentation and accounting records pertaining to the performance of this Agreement. All accounting records and other supporting papers of CONSULTANT and its subconsultants and subcontractors and shall be held open to inspection and audit at any reasonable time by RCPA or its duly authorized representative, for the purposes of
making audits, examinations, excerpts, and transcriptions. Copies thereof shall be furnished by CONSULTANT and its subconsultants and subcontractors upon receipt of any request by RCPA.

11.7 CONFLICT OF INTEREST: CONSULTANT covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would 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 interest shall be knowingly employed. In addition, if requested to do so by RCPA, CONSULTANT shall complete and file and shall require any other person doing work hereunder to complete and file a “Statement of Economic Interest” with RCPA disclosing CONSULTANT’s or such other person’s financial interests.

11.8 NONDISCRIMINATION: CONSULTANT shall comply, and shall require its subconsultants and subcontractors to comply, with all applicable federal, state, and local laws, ordinances, rules, and regulations in regard to nondiscrimination in employment because of race, creed, color, ancestry, national origin, religion, sex, marital status, age, medical condition, pregnancy, disability, or other prohibited basis. All nondiscrimination rules or regulations required by law to be included in this Agreement are incorporated herein by this reference.

12. 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.

13. ASSIGNMENT AND DELEGATION: Except as otherwise provided herein, 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.

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

TO RCPA: Lauren Casey
Sonoma County Regional Climate Protection Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, California 94501
Fax: (707) 565-5370

TO CONSULTANT: Brian Gitt
Bevilacqua-Knight, Inc
15. **CONFIDENTIAL INFORMATION:** All data, documents, discussions, or other information developed or received by or for CONSULTANT in performance of this Agreement are confidential and shall not be disclosed by CONSULTANT to any person except as authorized by RCPA, or as required by law.

16. **OWNERSHIP OF WORK PRODUCT:** All reports, original drawings, graphics, design computations, plans, specifications, studies, copies of correspondence, maps and other data or documents, in whatever form or format, assembled or prepared by CONSULTANT or CONSULTANT’s subconsultants, subcontractors and/or other agents (collectively CONSULTANT) exclusively in connection with this Agreement shall be the property of RCPA, excluding software. CONSULTANT shall deliver such materials to RCPA upon either the expiration or termination of this Agreement in such form or format as RCPA deems appropriate, unless directed otherwise by RCPA. Such materials shall be and will remain the property of RCPA without restriction or limitation. CONSULTANT shall not be liable for claims, liabilities, or losses arising out of, or connected with, any use by RCPA of such materials on other projects, excepting only such use as may be authorized in writing by CONSULTANT. This paragraph does not convey ownership or any intellectual property rights to work product that CONSULTANT developed, in whole or in part, prior to this agreement.

17. **Content Online Accessibility.** RCPA policy requires that all documents that may be published to the Web meet accessibility standards to the greatest extent possible, and utilizing available existing technologies. All digital deliverables under this Agreement shall comply with this Section 16.

17.1 Standards. All consultants responsible for preparing content intended for use or publication on a RCPA-managed or RCPA-funded web site must comply with applicable Federal accessibility standards established by 36 C.F.R. Section 1194, pursuant to Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794(d)), and the County of Sonoma’s Web Site Accessibility Policy located at [http://webstandards.sonoma-county.org](http://webstandards.sonoma-county.org).

17.2 Certification. Consultants must complete the Document Accessibility Certification Form attached hereto as Attachment III which shall describe how all deliverable documents were assessed for accessibility (e.g. Microsoft Word accessibility check; Adobe Acrobat accessibility check, or other commonly accepted compliance check.)

17.3 Alternate Format. When it is strictly impossible due to the unavailability of technologies required to produce an accessible document, Consultant shall identify the anticipated accessibility deficiency prior to commencement of any work to produce such deliverables. Consultant agrees to cooperate with RCPA staff in the development of alternate
document formats to maximize the facilitative features of the impacted document(s), e.g. embedding the document with alt-tags that describe complex data/tables.

17.4 Noncompliant Materials; Obligation to Cure. Remediation of any materials that do not comply with County of Sonoma’s Web Site Accessibility Policy shall be the responsibility of Consultant. If RCPA, in its sole and absolute discretion, determines that any deliverable intended for use or publication on any RCPA-managed or RCPA-funded Web site does not comply with County Accessibility Standards, RCPA will promptly inform Consultant in writing. Upon such notice, Consultant shall, without charge to RCPA, repair or replace the non-compliant materials within such period of time as specified by RCPA in writing. If the required repair or replacement is not completed within the time specified, RCPA shall have the right to do any or all of the following, without prejudice to RCPA right to pursue any and all other remedies at law or in equity:

(a) Cancel any delivery or task order;

(b) Terminate this Agreement pursuant to the provisions of Article 4; and/or

(c) In the case of custom EIT developed by Consultant for RCPA, RCPA may have any necessary changes or repairs performed by itself or by another contractor. In such event, contractor shall be liable for all expenses incurred by RCPA in connection with such changes or repairs.

18. MISCELLANEOUS PROVISIONS:

18.1 NO WAIVER OF BREACH: The waiver by any affected party of any breach of any term or promise contained in this Agreement shall not be deemed to be a waiver of such term or promise or any subsequent breach of the same or any other term or promise contained in this Agreement.

18.2 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 RCPA 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 RCPA acknowledge that they have each had an adequate opportunity to consult with counsel in the negotiation and preparation of this Agreement.

18.3 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.

18.4 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.

18.5 APPLICABLE LAW AND FORUM: This Agreement shall be construed and interpreted according to the substantive law of California excluding the law of conflicts. Any action to
enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Sonoma.

18.6 **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.

18.7 **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.

18.8 **TIME OF ESSENCE:** Time is and shall be of the essence of this Agreement and every provision hereof.

18.9 **NUMBER AND GENDER:** Wherever used herein, unless the provision or context otherwise requires, the singular number shall include the plural and the plural the singular, and the masculine gender shall include the feminine and neuter.

18.10 **DAY AND BUSINESS DAY:** Wherever used herein, the term “day” shall mean any calendar day, and the term “business day” shall mean any calendar day on which the offices of RCPA are open for regular business.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement as set forth below.

Dated_________________  By_________________________________

Brian Gitt, Principal
Bevilacqua-Knight, Inc

Dated: _________________  By_________________________________

Suzanne Smith, Executive Director
REGIONAL CLIMATE PROTECTION AUTHORITY

Dated: _________________  By_________________________________

Cory O’Donnell, County Counsel
APPROVED AS TO FORM

Attachment I – Scope of Work
Attachment II – Insurance Requirements
Attachment III – Document Accessibility Certification Form
Appendix 1 – Funding and Implementation Agreement
Attachment 1

Scope of Work: BKi
BayREN PAYS Program
Budget NTE: $237,236

Bevilaqua Knight, a division of Frontier Energy, Inc. (BKi), will provide services in delivering PAYS Coordination and Technical Assistance roles. RCPA will provide oversight to BKi in its capacity as PAYS Lead Link. The total budget assigned to BKi is $242,036. Services will be delivered according to the 2017 rates identified below.

1. Implementation

   A. PAYS Coordination

   Purpose: Day-to-day program implementation

   Role Accountabilities:
   - Facilitating PAYS planning and meetings; monthly meetings anticipated:
     - One PAYS Committee meeting with Rep Link, Local Outreach, Coordination, Technical Assistance, and BayREN Administrator
     - Two Administrative meetings per month with Rep Link and BayREN Administrator
     - Four Management meetings with Lead Link and PAYS Coordinator
     - Two PAYS design meetings with Coordinator and Technical Assistance team
     - Two partner utility meetings with each partner
   - Managing technical sub consultant team
   - Adapting and adjusting program as needed
   - Reporting on program progress and supporting Program Administrator in responding to data requests
   - Monitoring regulatory activities that impact program and representing Program in relevant stakeholder groups, committees and advisory groups

   B. PAYS Technical Assistance

   Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

   Role Accountabilities:
   - Advising and assisting participating utilities in developing PAYS program concepts
   - Ensuring that program design meets projected energy and/or water savings targets consistent with guidance from BayREN and CPUC
   - Determining target customer and building sector(s), and targeted measures
• Developing and refining program software tools
• Developing and refining operational procedures for start-up, contractor services and measure delivery, QA/QC, financial operations, etc.
• Updating previously developed contracts and forms
• Assisting partner utilities through procurement of capital, contractors, vendors, and other PAYS services as needed
• Developing and implementing training curriculum for utilities, contractors, vendors, etc.
• Supporting development of regional program models and support mechanisms
• Supporting EM&V efforts for BayREN reporting and project assessment

II. Marketing & Outreach

A. PAYS Coordination

Purpose: Day-to-day program implementation

Role Accountabilities:

• Coordinating with Lead Link, Rep Link, and Cross Links, BayREN Administrator, PAYS technical team, partner utilities, PG&E, CPUC, and EM&V consultants

B. PAYS Technical Assistance

Purpose: Provide excellent service and value to partner utilities through the development and delivery of PAYS programs

Role Accountabilities:

• Support partner utility customer marketing campaign with activities that may include:
  o Marketing collateral templates for program utilities and qualified contractors
  o Web content
• Conducting onsite surveys of potential projects and quality assurance on completed projects
### 2017 Budget

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### 2017 Rates

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Appendix 1

Funding and Implementation Agreement between ABAG and RCPA
Staff Report

To: RCPA Directors

From: Brant Arthur, Community Affairs Specialist

Item: 3.5 – Agreement with the California Energy Commission for a Zero-Emission Vehicle Regional Readiness and Planning Grant

Date: March 27, 2017

Issue:
Shall the RCPA enter into agreement with the California Energy Commission for a $300,000 grant to provide resources and support to consumers and local government staff that will accelerate electric vehicle (EV) adoption in Sonoma County by establishing an EV concierge service, training, streamline permitting, and survey high potential EV charging sites?

Background:
On March 8, 2017, the RCPA proposal for Sonoma County Drive EverGreen: Regional Readiness Plan Implementation submitted to the CEC was approved for funding at the full $300,000 requested. This scope will allow for on-going work to promote and be ready for electric vehicles, including an EV information website (to expand driveEV.org) and help desk, local government planning and permitting support, and a detailed index of priority charging station locations (using local government staff and community knowledge to expand the siting framework developed through Shift). The Notice of Proposed Awards (attached) must be approved by the Commission and the RCPA Board before the grant agreement can be finalized.

Policy Impacts:
None.

Fiscal Impacts:
The $300,000 grant will primarily support staff in addition to consultant expertise over an anticipated 2-year timeframe.

Staff Recommendation:
SCTA staff recommends that the Board authorize the Chair to execute the attached agreement subject to the final review and approval by legal counsel.
March 14, 2017

Sonoma County RCPA
Suzanne Smith
490 Mendocino Ave. Suite 206
Santa Rosa, CA 95401

Re: GRANT AWARD NUMBER: ARV-16-013

Project Title: SONOMA COUNTY DRIVE EVERGREEN: REGIONAL READINESS PLAN IMPLEMENTATION.

PROCEDURE FOR EXECUTING AGREEMENT

- Enclosed are two copies of the Grant documents, please have each CEC 146 signed by the authorized person identified in your resolution. Return both signed copies to me at the address above.

- A Payee Data Record form is also enclosed. The Payee Data Record form must be completed, signed, and returned with two copies of the CEC 146. No payments can be made until this form is received.

- This grant award agreement is not binding on either party until fully and properly executed by the authorized state officials. A copy of the agreement will be sent to you when it has been executed by the State.

FUND AVAILABILITY

Funds in this award have a limited period in which they must be expended. All recipient expenditures must occur prior to the end of the term of this agreement.

EFFECTIVE DATE

The start date is based upon an allocation of two weeks for your review. The Effective Date of this Agreement, however, is the date the California Energy Commission signs the Agreement. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.
March 14, 2017
Page 2

PROJECT ASSISTANCE
There are two offices at the Commission with staff to assist you with your grant award. Contact me at (916) 654-4651 or Phil.Dyer@energy.ca.gov for administrative questions and the Commission Project Manager listed in Exhibit D for technical questions.

Sincerely,

Phil Dyer
Commission Agreement Officer
California Energy Commission
1516 Ninth Street, MS-18
Sacramento, CA 95814

Enclosures
cc: Adeel Ahmad, Commission Agreement Manager, MS-51
    File
INSTRUCTIONS: Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare Information Returns (1099). See reverse side for more information and Privacy Statement.

NOTE: Governmental entities, federal, State, and local (including school districts), are not required to submit this form.

PAYEE'S LEGAL BUSINESS NAME (Type or Print)

SOLE PROPRIETOR – ENTER NAME AS SHOWN ON SSN (Last, First, M.I.)

E-MAIL ADDRESS

MAILING ADDRESS

BUSINESS ADDRESS

CITY, STATE, ZIP CODE

CITY, STATE, ZIP CODE

ENTER FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN):

PARTNERSHIP

CORPORATION:

MEDICAL (e.g., dentistry, psychotherapy, chiropractic, etc.)

LEGAL (e.g., attorney services)

EXEMPT (nonprofit)

ALL OTHERS

INDIVIDUAL OR SOLE PROPRIETOR

ENTER SOCIAL SECURITY NUMBER:

(SSN required by authority of California Revenue and Tax Code Section 18646)

PAYEE RESIDENCY STATUS

California resident - Qualified to do business in California or maintains a permanent place of business in California.

California nonresident (see reverse side) - Payments to nonresidents for services may be subject to State income tax withholding:

No services performed in California.

Copy of Franchise Tax Board waiver of State withholding attached.

I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.

AUTHORIZED PAYEE REPRESENTATIVE'S NAME (Type or Print)

TITLE

SIGNATURE

DATE

TELEPHONE

Please return completed form to:

Department/Office: California Energy Commission

Unit/Section: Contracts, Grants and Loans Office

Mailing Address: 1516 Ninth Street, MS-18

City/State/Zip: Sacramento, CA 95814

Telephone: (916) 654-4381

Fax: (916) 654-4423

E-mail Address: Zachary.Dextraze@energy.ca.gov
Requirement to Complete Payee Data Record, STD. 204

A completed Payee Data Record, STD. 204, is required for payments to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.

Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.

Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.

Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).

The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Employer Identification Number (FEIN).

Are you a California resident or nonresident?

A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.

A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if at least one trustee is a California resident.

For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are $1,500 or less for the calendar year.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:
Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-8288 Website: www.ftb.ca.gov

Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.

This section must be completed by the State agency requesting the STD. 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, State, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.

It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to $20,000.

You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.

All questions should be referred to the requesting State agency listed on the bottom front of this form.
STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 1/2014)

RECIPIENT
Sonoma County Regional Climate Protection Authority

ADDRESS
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401

AGREEMENT NUMBER
ARV-16-013

AGREEMENT TERM
04-01-2017 to 05-01-2019
The effective date of this Agreement is either the start date or the approval date by the California Energy Commission, whichever is later. The California Energy Commission shall be the last party to sign. No work is authorized, nor shall any work begin, until on or after the effective date.

PROJECT DESCRIPTION
The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the agreement.

| Exhibit A | Scope of Work  | Page(s): 15 |
| Exhibit A | Attachments   | Page(s): 2  |
| Exhibit B | Budget        | Page(s): 9  |
| Exhibit B | Attachments   | Page(s):    |
| Exhibit C | General Terms and Conditions | Page(s): 25 |
| Exhibit C | Attachments   | Page(s):    |
| Exhibit D | Information Practices Act Special Terms | Page(s): 2 |
| Exhibit E | Contacts      | Page(s): 1  |

REIMBURSABLE AMOUNT
$ 300,000

MATCH SHARE
$ 126,391

TOTAL
$ 426,391

The undersigned parties have read the attachments to this agreement and will comply with the standards and requirements contained therein.

CALIFORNIA ENERGY COMMISSION

RECIPIENT

AUTHORIZED SIGNATURE
NAME
Rachel L. Grant Kiley
TITLE
Contracts, Grants and Loans Office Manager

CALIFORNIA ENERGY COMMISSION ADDRESS
1516 9th Street, MS 1, Sacramento, CA 95814
STATE OF CALIFORNIA
GRANT AGREEMENT
CEC-146 (Revised 1/2014)

RECIPIENT
Sonoma County Regional Climate Protection Authority

ADDRESS
490 Mendocino Ave, Suite 206
Santa Rosa, CA 95401

AGREEMENT NUMBER
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Exhibit A – Attachments

Exhibit B – Budget
Exhibit B – Attachments

Exhibit C – General Terms and Conditions
Exhibit C – Attachments

Exhibit D – Information Practices Act Special Terms

Exhibit E - Contacts

Page(s): 15
Page(s): 2
Page(s): 9
Page(s): 25
Page(s): 2
Page(s): 1

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$ 300,000

MATCH SHARE
$ 126,391

TOTAL
$ 426,391

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Exhibit A
SCOPE OF WORK

TECHNICAL TASK LIST

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<th>Task #</th>
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<td>3</td>
<td></td>
<td>Zero Emission Vehicle (ZEV) Awareness and Implementation of Fuel Shift Plan</td>
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<tr>
<td>4</td>
<td></td>
<td>Coordination and Technical Assistance for Electric Vehicle Charging Station (EVCS) Permitting</td>
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<tr>
<td>5</td>
<td></td>
<td>EVCS Siting Analysis Refinement and Online Database</td>
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<td>6</td>
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<td>Data Collection and Analysis</td>
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KEY NAME LIST

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GLOSSARY

Specific terms and acronyms used throughout this scope of work are defined as follows:

<table>
<thead>
<tr>
<th>Term/ Acronym</th>
<th>Definition</th>
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<tbody>
<tr>
<td>ARFVTP</td>
<td>Alternative and Renewable Fuel and Vehicle Technology Program</td>
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<tr>
<td>BEV</td>
<td>Battery Electric Vehicle, these vehicles run exclusively on electricity via onboard batteries that are charged by plugging into an outlet or charging station. There is no gasoline engine.</td>
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<td>BCE</td>
<td>Business for Clean Energy (Center for Climate Protection Program)</td>
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<td>CAM</td>
<td>Commission Agreement Manager</td>
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<td>CCP</td>
<td>Center for Climate Protection</td>
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01 / 20 / 2017
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<td>Critical Project Review</td>
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<td>CAO</td>
<td>Commission Agreement Officer</td>
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<td>EVCS</td>
<td>Electric Vehicle Charging Station</td>
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<td>EVSE</td>
<td>Electric Vehicle Service Equipment</td>
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<td>FTD</td>
<td>Fuels and Transportation Division</td>
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<td>ICE</td>
<td>Internal Combustion Engine</td>
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<td>PEV</td>
<td>Plug-in Electric Vehicle (including BEVs and PHEVs)</td>
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<tr>
<td>PHEV</td>
<td>Plug-In Hybrid Electric Vehicle, has both an electric motor and internal combustion engine, PHEV batteries can be charged by plugging into an outlet</td>
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<td>Sonoma County Regional Climate Protection Authority (GFO-16-601, Recipient)</td>
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<td>SCP</td>
<td>Sonoma Clean Power (a community choice energy provider)</td>
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<td>SCTA</td>
<td>Sonoma County Transportation Authority</td>
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<td>ZEV</td>
<td>Zero Emission Vehicle</td>
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**Background:**

Assembly Bill (AB) 118 (Núñez, Chapter 750, Statutes of 2007), created the Alternative and Renewable Fuel and Vehicle Technology Program (ARFVTP). The statute authorizes the California Energy Commission (Energy Commission) to develop and deploy alternative and renewable fuels and advanced transportation technologies to help attain the state’s climate change policies. AB 8 (Perea, Chapter 401, Statutes of 2013) re-authorizes the ARFVTP through January 1, 2024, and specifies that the Energy Commission allocate up to $20 million per year (or up to 20 percent of each fiscal year’s funds) in funding for hydrogen station development until at least 100 stations are operational.

The ARFVTP has an annual budget of approximately $100 million and provides financial support for projects that:

- Reduce California’s use and dependence on petroleum transportation fuels and increase the use of alternative and renewable fuels and advanced vehicle technologies.
- Produce sustainable alternative and renewable low-carbon fuels in California.
- Expand alternative fueling infrastructure and fueling stations.
- Improve the efficiency, performance and market viability of alternative light-, medium-, and heavy-duty vehicle technologies.
- Retrofit medium- and heavy-duty on-road and non-road vehicle fleets to alternative technologies or fuel use.
- Expand the alternative fueling infrastructure available to existing fleets, public transit, and transportation corridors.
- Establish workforce training programs and conduct public outreach on the benefits of alternative transportation fuels and vehicle technologies.
On October 17, 2016, the California Energy Commission (Energy Commission) released a Grant Solicitation and Application Package entitled “Zero Emission Vehicle (ZEV) Regional Readiness and Planning Solicitation” under the ARFVTP. This first-come, first-served grant solicitation was an offer to fund projects that support new and existing planning efforts for zero-emission vehicles (battery-electric vehicles and hydrogen fuel cell electric vehicles, and including plug-in hybrid electric vehicles). In response to GF0-16-601, the Recipient submitted application #6 which was proposed for funding in the Energy Commission’s Notice of Proposed Awards on January 12, 2017. GF0-16-601 and Recipient’s application are hereby incorporated by reference into this Agreement in their entirety.

In the event of any conflict or inconsistency between the terms of the Solicitation and the terms of the Recipient’s Application, the Solicitation shall control. In the event of any conflict or inconsistency between the Recipient’s Application and the terms of Commission’s Award, the Commission’s Award shall control. Similarly, in the event of any conflict or inconsistency between the terms of this Agreement and the Recipient’s Application, the terms of this Agreement shall control.

Problem Statement:

The requested funding for activities in this grant will address two market barriers. The first is a lack of consumer information that leads to inaction or the purchase of non plug-in electric Vehicles (PEVs) when a PEV would be suitable. This has not been addressed because the technology is relatively new and car dealerships find it easier to steer consumers towards more familiar gas cars. The second market barrier is a lack of awareness where public electric vehicle charging stations (EVCS) will need to be installed and the best specific locations for new installations. This has not been fully addressed because private companies and public utilities are reluctant to share their siting analysis and may not incorporate information from government travel models to refine forecasted needs.

The activities will also address two institutional barriers. The first is a lack of clarity at the local government staff level about what actions can be taken and which actions will be most effective. This has not been addressed due to a shortage of capacity at most levels of local government and a scarcity of established best practices for a new technology. The second institutional barrier is a lack of preparedness to efficiently process an anticipated jump in residential EVCS permit requests. This has not been addressed due to limited permitting staff and lack of awareness of best practices for streamlining the EVCS permitting.

Goals of the Agreement:

The goal of this Agreement is to provide needed resources and support to consumers and local government staff to accelerate electric vehicle adoption in Sonoma County. Building upon existing partnerships in Sonoma County, the project will advance PEV adoption within the region through four key objectives that will provide needed market information and institutional support.

Objectives of the Agreement:

The objectives of this Agreement are to 1) Establish an electric vehicle concierge service and develop the knowledge and ability to respond to 100 queries a month; 2) Conduct government and employer training on key actions to promote PEVs in Sonoma County for government staff in all local jurisdictions and with local employers; 3) Provide technical assistance and coordination to streamline permitting for EVCS in jurisdictions representing over 50% of car sales in Sonoma County; and 4) Publish an index of ranked sites that show the highest potential for future EVCS installations, including site visits to the top 20 locations.
TASK 1 ADMINISTRATION

Task 1.1 Attend Kick-off Meeting

The goal of this task is to establish the lines of communication and procedures for implementing this Agreement. The Commission Agreement Manager (CAM) shall designate the date and location of this meeting and provide an agenda to the Recipient prior to the meeting.

The Recipient shall:

- Attend a “Kick-Off” meeting with the CAM, the Commission Agreement Officer (CAO), and a representative of the Energy Commission Accounting Office. The Recipient shall bring their Project Manager, Agreement Administrator, Accounting Officer, and any others determined necessary by the Recipient or specifically requested by the CAM to this meeting.
- Discuss the following administrative and technical aspects of this Agreement:
  - Agreement Terms and Conditions
  - Critical Project Review (Task 1.2)
  - Match fund documentation (Task 1.6) No reimbursable work may be done until this documentation is in place.
  - Permit documentation (Task 1.7)
  - Subcontracts needed to carry out project (Task 1.8)
  - The CAM’s expectations for accomplishing tasks described in the Scope of Work
  - An updated Schedule of Products and Due Dates
  - Monthly Progress Reports (Task 1.4)
  - Technical Products (Product Guidelines located in Section 5 of the Terms and Conditions)
  - Final Report (Task 1.5)

Recipient Products:

- Updated Schedule of Products
- Updated List of Match Funds
- Updated List of Permits

Commission Agreement Manager Product:

- Kick-Off Meeting Agenda

Task 1.2 Critical Project Review (CPR) Meetings

CPRs provide the opportunity for frank discussions between the Energy Commission and the Recipient. The goal of this task is to determine if the project should continue to receive Energy Commission funding to complete this Agreement and to identify any needed modifications to the tasks, products, schedule or budget.

The CAM may schedule CPR meetings as necessary, and meeting costs will be borne by the Recipient.

Meeting participants include the CAM and the Recipient and may include the Commission Agreement Officer, the Fuels and Transportation Division (FTD) program lead, other Energy Commission staff and Management as well as other individuals selected by the CAM to provide support to the Energy Commission.
The CAM shall:

- Determine the location, date, and time of each CPR meeting with the Recipient. These meetings generally take place at the Energy Commission, but they may take place at another location.
- Send the Recipient the agenda and a list of expected participants in advance of each CPR. If applicable, the agenda shall include a discussion on both match funding and permits.
- Conduct and make a record of each CPR meeting. Prepare a schedule for providing the written determination described below.
- Determine whether to continue the project, and if continuing, whether or not modifications are needed to the tasks, schedule, products, and/or budget for the remainder of the Agreement. Modifications to the Agreement may require a formal amendment (please see section 8 of the Terms and Conditions). If the CAM concludes that satisfactory progress is not being made, this conclusion will be referred to the Lead Commissioner for Transportation for his or her concurrence.
- Provide the Recipient with a written determination in accordance with the schedule. The written response may include a requirement for the Recipient to revise one or more product(s) that were included in the CPR.

The Recipient shall:

- Prepare a CPR Report for each CPR that discusses the progress of the Agreement toward achieving its goals and objectives. This report shall include recommendations and conclusions regarding continued work of the projects. This report shall be submitted along with any other products identified in this scope of work. The Recipient shall submit these documents to the CAM and any other designated reviewers at least 15 working days in advance of each CPR meeting.
- Present the required information at each CPR meeting and participate in a discussion about the Agreement.

CAM Products:

- Agenda and a list of expected participants
- Schedule for written determination
- Written determination

Recipient Product:

- CPR Report(s)

Task 1.3 Final Meeting

The goal of this task is to closeout this Agreement.

The Recipient shall:

- Meet with Energy Commission staff to present the findings, conclusions, and recommendations. The final meeting must be completed during the closeout of this Agreement.
This meeting will be attended by, at a minimum, the Recipient, the Commission Grants Office Officer, and the Commission Agreement Manager. The technical and administrative aspects of Agreement closeout will be discussed at the meeting, which may be two separate meetings at the discretion of the Commission Agreement Manager.

The technical portion of the meeting shall present an assessment of the degree to which project and task goals and objectives were achieved, findings, conclusions, recommended next steps (if any) for the Agreement, and recommendations for improvements. The Commission Agreement Manager will determine the appropriate meeting participants.

The administrative portion of the meeting shall be a discussion with the Commission Agreement Manager and the Grants Officer about the following Agreement closeout items:

- What to do with any equipment purchased with Energy Commission funds (Options)
- Energy Commission’s request for specific “generated” data (not already provided in Agreement products)
- Need to document Recipient’s disclosure of “subject inventions” developed under the Agreement
- “Surviving” Agreement provisions
- Final invoicing and release of retention

- Prepare a schedule for completing the closeout activities for this Agreement.

Products:

- Written documentation of meeting agreements
- Schedule for completing closeout activities

**Task 1.4 Monthly Progress Reports**

The goal of this task is to periodically verify that satisfactory and continued progress is made towards achieving the objectives of this Agreement on time and within budget.

The objectives of this task are to summarize activities performed during the reporting period, to identify activities planned for the next reporting period, to identify issues that may affect performance and expenditures, and to form the basis for determining whether invoices are consistent with work performed.

**The Recipient shall:**

- Prepare a Monthly Progress Report which summarizes all Agreement activities conducted by the Recipient for the reporting period, including an assessment of the ability to complete the Agreement within the current budget and any anticipated cost overruns. Each progress report is due to the Commission Agreement Manager within 10 days of the end of the reporting period. The recommended specifications for each progress report are contained in Section 6 of the Terms and Conditions of this Agreement.

- In the first Monthly Progress Report and first invoice, document and verify match expenditures and provide a synopsis of project progress, if match funds have been expended or if work funded with match share has occurred after the notice of proposed award but before execution of the grant agreement. If no match funds have been expended or if no work funded with match share has occurred before execution, then state this in the report. All pre-execution match expenditures must conform to the requirements in the Terms and Conditions of this Agreement.
Product:
• Monthly Progress Reports

Task 1.5 Final Report

The goal of the Final Report is to assess the project's success in achieving the Agreement's goals and objectives, advancing science and technology, and providing energy-related and other benefits to California.

The objectives of the Final Report are to clearly and completely describe the project's purpose, approach, activities performed, results, and advancements in science and technology; to present a public assessment of the success of the project as measured by the degree to which goals and objectives were achieved; to make insightful observations based on results obtained; to draw conclusions; and to make recommendations for further projects and improvements to the FTD project management processes.

The Final Report shall be a public document. If the Recipient has obtained confidential status from the Energy Commission and will be preparing a confidential version of the Final Report as well, the Recipient shall perform the following activities for both the public and confidential versions of the Final Report.

The Recipient shall:
• Prepare an Outline of the Final Report, if requested by the CAM.
• Prepare a Final Report following the latest version of the Final Report guidelines which will be provided by the CAM. The CAM shall provide written comments on the Draft Final Report within fifteen (15) working days of receipt. The Final Report must be completed at least 60 days before the end of the Agreement Term.
• Submit one bound copy of the Final Report with the final invoice.

Products:
• Outline of the Final Report, if requested
• Draft Final Report
• Final Report

Task 1.6 Identify and Obtain Matching Funds

The goal of this task is to ensure that the match funds planned for this Agreement are obtained for and applied to this Agreement during the term of this Agreement.

The costs to obtain and document match fund commitments are not reimbursable through this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient may utilize match funds for this task. Match funds shall be spent concurrently or in advance of Energy Commission funds for each task during the term of this Agreement. Match funds must be identified in writing and the associated commitments obtained before the Recipient can incur any costs for which the Recipient will request reimbursement.
The Recipient shall:

- Prepare a letter documenting the match funding committed to this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If no match funds were part of the proposal that led to the Energy Commission awarding this Agreement and none have been identified at the time this Agreement starts, then state such in the letter. If match funds were a part of the proposal that led to the Energy Commission awarding this Agreement, then provide in the letter a list of the match funds that identifies the:
  - Amount of each cash match fund, its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied.
  - Amount of each in-kind contribution, a description, documented market or book value, and its source, including a contact name, address and telephone number and the task(s) to which the match funds will be applied. If the in-kind contribution is equipment or other tangible or real property, the Recipient shall identify its owner and provide a contact name, address and telephone number, and the address where the property is located.

- Provide a copy of the letter of commitment from an authorized representative of each source of cash match funding or in-kind contributions that these funds or contributions have been secured. For match funds provided by a grant a copy of the executed grant shall be submitted in place of a letter of commitment.

- Discuss match funds and the implications to the Agreement if they are reduced or not obtained as committed, at the kick-off meeting. If applicable, match funds will be included as a line item in the progress reports and will be a topic at CPR meetings.

- Provide the appropriate information to the Commission Agreement Manager if during the course of the Agreement additional match funds are received.

- Notify the Commission Agreement Manager within 10 days if during the course of the Agreement existing match funds are reduced. Reduction in match funds must be approved through a formal amendment to the Agreement and may trigger an additional CPR meeting.

Products:

- A letter regarding match funds or stating that no match funds are provided
- Copy(ies) of each match fund commitment letter(s) (if applicable)
- Letter(s) for new match funds (if applicable)
- Letter that match funds were reduced (if applicable)

Task 1.7 Identify and Obtain Required Permits

The goal of this task is to obtain all permits required for work completed under this Agreement in advance of the date they are needed to keep the Agreement schedule on track.

Permit costs and the expenses associated with obtaining permits are not reimbursable under this Agreement. Although the Energy Commission budget for this task will be zero dollars, the Recipient shall budget match funds for any expected expenditures associated with obtaining permits. Permits must be identified in writing and obtained before the Recipient can make any expenditure for which a permit is required.
The Recipient shall:

- Prepare a letter documenting the permits required to conduct this Agreement and submit it to the Commission Agreement Manager at least 2 working days prior to the kick-off meeting. If there are no permits required at the start of this Agreement, then state such in the letter. If it is known at the beginning of the Agreement that permits will be required during the course of the Agreement, provide in the letter:
  - A list of the permits that identifies the:
    - Type of permit
    - Name, address and telephone number of the permitting jurisdictions or lead agencies
  - The schedule the Recipient will follow in applying for and obtaining these permits.
- Discuss the list of permits and the schedule for obtaining them at the kick-off meeting and develop a timetable for submitting the updated list, schedule and the copies of the permits. The implications to the Agreement if the permits are not obtained in a timely fashion or are denied will also be discussed. If applicable, permits will be included as a line item in the Progress Reports and will be a topic at CPR meetings.
- If during the course of the Agreement additional permits become necessary, provide the appropriate information on each permit and an updated schedule to the Commission Agreement Manager.
- As permits are obtained, send a copy of each approved permit to the Commission Agreement Manager.
- If during the course of the Agreement permits are not obtained on time or are denied, notify the Commission Agreement Manager within 5 working days. Either of these events may trigger an additional CPR.

Products:

- Letter documenting the permits or stating that no permits are required
- A copy of each approved permit (if applicable)
- Updated list of permits as they change during the term of the Agreement (if applicable)
- Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)
- A copy of each final approved permit (if applicable)

Task 1.8 Obtain and Execute Subcontracts

The goal of this task is to ensure quality products and to procure subcontractors required to carry out the tasks under this Agreement consistent with the Agreement Terms and Conditions and the Recipient’s own procurement policies and procedures. It will also provide the Energy Commission an opportunity to review the subcontracts to ensure that the tasks are consistent with this Agreement, and that the budgeted expenditures are reasonable and consistent with applicable cost principles.

The Recipient shall:

- Manage and coordinate subcontractor activities.
- Submit a draft of each subcontract required to conduct the work under this Agreement to the Commission Agreement Manager for review.
- Submit a final copy of the executed subcontract.
• If Recipient decides to add new subcontractors, then the Recipient shall notify the CAM.

Products:
• Letter describing the subcontracts needed, or stating that no subcontracts are required
• Draft subcontracts
• Final subcontracts

TECHNICAL TASKS
Pursuant to Exhibit D, if any information under this Agreement is "Personal Information" as defined under the Information Practices Act (see California Civil Code section 1798.3(a) and Exhibit D section 3 of this Agreement for the definition of "Personal Information") then Recipient and any subcontractor or partner who collects or otherwise has access to the Personal Information must comply with the Information Practices Act (California Civil Code sections 1798 et seq.) when performing activities under this Agreement.

TASK 2 EV OMBUDSMAN AND CONCIERGE
Task 2.1 Provide PEV Ombudsman and Concierge Service
The goal of this task is to provide a PEV concierge service in Sonoma County to serve as a one-stop-shop for consumers to get information from a neutral third-party.

Recipient shall:
• Provide a PEV ombudsman service in Sonoma County for 2 years
• Be available to the public Monday through Friday through a call-in line and online chat option, and 24 hours per day and 7 days per week service through an online form and knowledge base. The ombudsman will also participate in public events to answer questions from the public. Information provided will include, but not be limited to:
  o The total cost of ownership of a PEV and charging station
  o Locations of the nearest charging stations
  o Information on current and future vehicle models
  o The benefits and limitations of plug-in hybrid electric vehicles (PHEVs) vs. battery electric vehicles (BEVs)
  o An overview of options for purchasing or leasing
  o Information on new versus used EVs
  o Assistance understanding and applying for federal, state and local tax incentives and rebates
• Links to certified contractors who can install charging infrastructure
Conduct a customer satisfaction survey to track user needs and improve quality of service during the grant period. This follow-up satisfaction survey will be sent to at least 25% of users. Complete a Satisfaction Survey Report detailing and analyzing the results of the customer satisfaction surveys.
• Produce Monthly PEV Ombudsman Service Report which tracks key metrics including, but not limited to: volume of questions, question categories, responses, and timeliness of response
• Produce report on queries and responses by category
• Work to establish a partnership with local utilities and agencies to fund the ombudsman on an annual basis after the end date of the agreement.

Products:
• Monthly PEV Ombudsman Service Report
• Marketing materials and examples of digital collateral for the PEV ombudsman service
• Report on queries and responses by category
• Satisfaction Survey Report

Task 2.2 Create an EV Knowledge Base
The goal of this task is to provide a knowledge base to support the ombudsman with comprehensive PEV knowledge, and to make this knowledge base accessible online for project stakeholders and the public.

The Recipient Shall:
• Create a knowledge base to be hosted on a new Sonoma County PEV website. The knowledge base will support the ombudsman with 24 hour per day and 7 days per week service for comprehensive information on meeting PEV needs in Sonoma County.
• Create a website to host the PEV knowledge base which addresses and tracks countywide progress in accelerating PEV adoption. The site will use a common public-facing brand for all stakeholders and projects funded by the grant.

Products:
• PEV Knowledge Base Documentation for Sonoma County
• URL to Public-facing PEV website

[CPR WILL OCCUR DURING THIS TASK. SEE TASK 1.2 FOR DETAILS]

TASK 3 ZEV AWARENESS AND IMPLEMENTATION OF FUEL SHIFT PLAN
Task 3.1 Local Government ZEV Awareness and Implementation of Fuel Shift Plan
The goal of this task is to provide comprehensive information to local government staff on local and regional PEV planning in order to accelerate the deployment of EVCS infrastructure in Sonoma County.
The Recipient shall:

- Provide one workshop with local jurisdiction staff on implementing the *Fuel Shift Plan*
- Conduct follow-up meetings using content tailored to each jurisdiction in Sonoma County (10 meetings total which includes 9 cities plus the County of Sonoma, the total number of meetings can be changed with prior CAM written approval). Content will include, but not be limited to: customized presentations and in-person planning/implementation sessions related to implementing existing plans and best practices.
- Produce a Local Government PEV Actions Interim Report on actions underway and actions completed by each of the 10 jurisdictions.
- Produce a Local Government PEV Actions Final Report on actions underway and actions completed by each of the 10 jurisdictions.

Products:

- Jurisdiction workshop agenda and materials
- Local Government PEV Actions Interim Report
- Local Government PEV Actions Final Report

Task 3.2 Workplace ZEV Awareness

The goal of this task is to provide comprehensive information to local government staff on local and regional PEV planning; and to provide information and inspiration to local employers in order to accelerate the deployment of EVCS infrastructure in Sonoma County workplaces.

The Recipient shall:

- Conduct one workshop to accelerate workplace charging in Sonoma County through existing business networks, such as the Business for Clean Energy network coordinated by the Center for Climate Protection.
- Conduct at least 10 consultations to plan for new workplace EVCS with local employers in the first year of the program (the total number of consultations can be changed with prior CAM written approval).
- Conduct final survey of engaged local employers on actions taken to expand workplace charging
- Produce a Workplace Charging Interim Report on new workplace charging infrastructure installed by all local employers engaged through the program as well as a summary of additional actions taken
- Produce a Workplace Charging Final Report on new workplace charging infrastructure installed by all local employers engaged through the program as well as a summary of additional actions taken

Products:

- Local employer workshop agenda and materials
- Workplace Charging Interim Report
- Workplace Charging Final Report

TASK 4 COORDINATION AND TECHNICAL ASSISTANCE FOR EVCS PERMITTING

Task 4.1 Update Current EVCS Guidelines

The goal of this task is to update current EV charging station program and installation guidelines with relevant local entities in Sonoma County.
The Recipient shall:

- Produce a mark-up draft of the 2011 Electric Vehicle Charging Station Program and Installation Guidelines in coordination with the Sonoma County Permit and Resource Management Department (PRMD)
- Assist in updating the EVCS installation guidelines at the County of Sonoma and the City of Santa Rosa
- Work with PRMD to support their adoption and use of updated EVCS Installation Guidelines. The team will investigate similar work with Santa Rosa and other interested jurisdictions

Products:

- Mark-up draft of the 2011 Electric Vehicle Charging Station Program and Installation Guidelines
- Agendas and materials from meetings with each jurisdiction to review updated guidelines

Task 4.2 Support Streamlined Permitting

The goal of this task is to support efforts to streamline permitting processes with relevant local entities in Sonoma County.

The Recipient Shall:

- Provide ongoing support, regional coordination and on-call assistance for local permitting offices to upgrade their permitting processes
- Provide on-call technical assistance for local government staff related to permitting EVCS
- Coordinate round-tables with permitting staff from multiple jurisdictions to develop best practices in permit streamlining.
- Produce an Interim Best Practices in Permit Streamlining Report
- Produce a Final Best Practices in Permit Streamlining Report

Products:

- Interim Best Practices in Permit Streamlining Report
- Final Best Practices in Permit Streamlining Report
- Agendas and materials from meetings with each jurisdiction to review permitting process

TASK 5 EVCS SITING ANALYSIS REFINEMENT AND ONLINE DATABASE

Task 5.1 Refine Existing EVCS Siting Analysis

The goal of this task is to create a detailed index of specific sites that show the most potential for future EVCS locations in Sonoma County.

The Recipient shall:

- Conduct one public workshop targeting retail businesses and owners of parking in projected high-demand areas for EVCS, plus local PEV enthusiasts (such as the North Bay Electric Auto Association), to receive specific site input
• Publish an online mapping tool to solicit local input on specific charging locations in each jurisdiction in order to meet 2030 charging needs outlined in the Sonoma County Fuel Shift Plan
• Review utility considerations with Sonoma Clean Power staff
• Perform site visits to the top 20 sites ranked in Sonoma County (with at least one per jurisdiction); photograph location and reach out to property owners for input
• Conduct 3 public workshops to review EVCS siting information with stakeholders
• Meet with and consult local governments (10 jurisdictions) to review and provide input on specific siting recommendations

Products:
• Draft EVCS Sites List and Map
• Public workshop agendas and materials
• Local government consultations agendas and materials
• Final EVCS Sites List and Map

Task 5.2 Create an Online Database
The goal of this task is to make the location of potential high-demand EVCS sites available to the general public, stakeholders and employers.

The Recipient shall:
• Publish location data through an online tool to provide visibility and up-to-date information on public EVCS installations
• Create an online map with draft locations of potential public EVCS sites
• Produce an updated list of sites with ranking based on stakeholder input
• Produce an interim online EVCS map
• Produce a final online EVCS map

Products:
• Interim online EVCS map
• Final online EVCS map

Task 6 DATA COLLECTION AND ANALYSIS
The goal of this task is to collect operational data from the project, to analyze that data for economic and environmental impacts, and to include the data and analysis in the Final Report.

The Recipient shall:
• Develop data collection test plan
• Troubleshoot any issues identified
• Collect data on the following, but not limited to:
  o Statistics on monthly inquires for ombudsman and concierge service
Statistics on web traffic to knowledge base

How many permits issued under new streamlined permitting process
   1. Estimated time savings
   2. Estimated cost savings

Specific jobs and economic development resulting from this project

Estimated the number of EVSE ports that are expected to result from readiness plan

Estimated gallons of gasoline and/or diesel fuel displaced (with estimated associated mileage information)

Expected air emissions reduction

Expected displacement of gallons of gasoline/diesel

Expected displacement of ICE mileage

- Identify any current and planned use of renewable energy
- Identify the source of the alternative fuel
- Describe any energy efficiency measures used in the facility that may exceed Title 24 standards in Part 6 of the California Code Regulations
- Provide data on potential job creation, economic development, and increased state revenue as a result of expected future expansion
- Provide a quantified estimate of the project's carbon intensity values for life-cycle greenhouse gas emissions.
- Compare any project performance and expectations provided in the proposal to Energy Commission with actual project performance and accomplishments.
- Collect data, information, and analysis described above and include in the Final Report.

Products:
   - Data collection information and analysis will be included in the Final Report
### Exhibit A - ATTACHMENT 1

**Schedule of Products and Due Dates**

<table>
<thead>
<tr>
<th>Task Number</th>
<th>Task Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.1</td>
<td>Attend Kick-off Meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Updated Schedule of Products</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Updated List of Match Funds</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Updated List of Permits</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Kick-Off Meeting Agenda (CEC)</td>
<td>4/3/2017</td>
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<tr>
<td>1.2</td>
<td>Critical Project Review Meetings</td>
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<tr>
<td>1st CPR</td>
<td>CPR Report</td>
<td>5/2/2018</td>
</tr>
<tr>
<td>Meeting</td>
<td>Written determination (CEC)</td>
<td>provided by CAM</td>
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<tr>
<td>2nd CPR</td>
<td>CPR Report (if necessary)</td>
<td>To be determined by CAM</td>
</tr>
<tr>
<td>Meeting</td>
<td>Written determination (CEC)</td>
<td>provided by CAM</td>
</tr>
<tr>
<td>1.3</td>
<td>Final Meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Written documentation of meeting agreements</td>
<td>4/3/2019</td>
</tr>
<tr>
<td></td>
<td>Schedule for completing closeout activities</td>
<td>4/3/2019</td>
</tr>
<tr>
<td>1.4</td>
<td>Monthly Progress Reports</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Monthly Progress Reports</td>
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<tr>
<td></td>
<td>The 10th calendar day of each month during the approved term of this Agreement</td>
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<tr>
<td>1.5</td>
<td>Final Report</td>
<td></td>
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<tr>
<td></td>
<td>Final Outline of the Final Report</td>
<td>12/31/2018</td>
</tr>
<tr>
<td></td>
<td>Draft Final Report (no less than 60 days before the end term of the agreement)</td>
<td>1/31/2019</td>
</tr>
<tr>
<td></td>
<td>Final Report</td>
<td>4/3/2019</td>
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<tr>
<td>1.6</td>
<td>Identify and Obtain Match Funds</td>
<td></td>
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<td></td>
<td>A letter regarding match funds or stating that no match funds are provided</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Copy(ies) of each match fund commitment letter(s) (if applicable)</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Letter(s) for new match funds (if applicable)</td>
<td>Within 10 days of identifying new match funds</td>
</tr>
<tr>
<td></td>
<td>Letter that match funds were reduced (if applicable)</td>
<td>Within 10 days of identifying reduced funds</td>
</tr>
<tr>
<td>1.7</td>
<td>Identify and Obtain Required Permits</td>
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<tr>
<td></td>
<td>Letter documenting the permits or stating that no permits are required</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>A copy of each approved permit (if applicable)</td>
<td>Within 10 days of receiving each permit</td>
</tr>
<tr>
<td></td>
<td>Updated list of permits as they change during the term of the Agreement (if applicable)</td>
<td>Within 10 days of change in list of permits</td>
</tr>
<tr>
<td></td>
<td>Updated schedule for acquiring permits as changes occur during the term of the Agreement (if applicable)</td>
<td>Within 10 days of change in schedule for obtaining permits</td>
</tr>
<tr>
<td>1.8</td>
<td>Obtain and Execute Subcontracts</td>
<td></td>
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<tr>
<td></td>
<td>Letter describing the subcontracts needed, or stating that no subcontracts are required</td>
<td>4/3/2017</td>
</tr>
<tr>
<td></td>
<td>Draft subcontracts</td>
<td>15 days prior to the scheduled execution date</td>
</tr>
<tr>
<td></td>
<td>Final subcontracts</td>
<td>Within 10 days of execution</td>
</tr>
</tbody>
</table>
## Schedule of Products and Due Dates

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Due Date</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>2.1 PROVIDE PEV OMBUDSMAN AND CONCIERGE SERVICE</strong></td>
<td></td>
</tr>
<tr>
<td>Monthly PEV Ombudsman Service Reports</td>
<td>5/10/17</td>
</tr>
<tr>
<td>Marketing materials and examples of digital collateral for the PEV Ombudsman service</td>
<td>5/2/2018</td>
</tr>
<tr>
<td>Report on queries and responses by category</td>
<td>Monthly on the 10th calendar day; starting 5/10/18</td>
</tr>
<tr>
<td>Satisfaction Survey results</td>
<td>4/30/2019</td>
</tr>
<tr>
<td><strong>2.2 CREATE AN ELECTRIC VEHICLE KNOWLEDGE BASE</strong></td>
<td></td>
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<tr>
<td>PEV Knowledge Base for Sonoma County</td>
<td>5/2/2018</td>
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<tr>
<td>Public-facing PEV Website</td>
<td>5/2/2018</td>
</tr>
<tr>
<td><strong>3.1 LOCAL GOVERNMENT ZEV AWARENESS AND IMPLEMENTATION OF FUEL SHIFT PLAN</strong></td>
<td></td>
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<tr>
<td>Jurisdiction workshop agenda and materials</td>
<td>12/1/2017</td>
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<tr>
<td>Local Government PEV Actions Interim Report</td>
<td>5/2/2018</td>
</tr>
<tr>
<td>Local Government PEV Actions Final Report</td>
<td>3/29/2019</td>
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<tr>
<td><strong>3.2 WORKPLACE ZEV AWARENESS</strong></td>
<td></td>
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<tr>
<td>Local employer workshop agenda and materials</td>
<td>5/2/2018</td>
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<tr>
<td>Workplace Charging Interim Report</td>
<td>12/31/2018</td>
</tr>
<tr>
<td>Workplace Charging Final Report</td>
<td>3/29/2019</td>
</tr>
<tr>
<td><strong>4.1 UPDATE CURRENT EVCS GUIDELINES</strong></td>
<td></td>
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<tr>
<td>Mark-up draft of the 2011 Sonoma County Electric Vehicle Charging Station Program and Installation Guidelines</td>
<td>9/1/2017</td>
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<tr>
<td>Agendas and materials from meetings with each jurisdiction to review updated guidelines</td>
<td>2/1/2018</td>
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<tr>
<td><strong>4.2 SUPPORT STREAMLINED PERMITTING</strong></td>
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<tr>
<td>Interim Best Practices in Permit Streamlining report</td>
<td>5/2/2018</td>
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<tr>
<td>Final Best Practices in Permit Streamlining report</td>
<td>8/1/2018</td>
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<tr>
<td>Agendas and materials from meetings with each jurisdiction to review permitting process</td>
<td>2/1/2018</td>
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<tr>
<td><strong>5.1 REFINE EXISTING EVCS SITING ANALYSIS</strong></td>
<td></td>
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<tr>
<td>Draft online EVCS map</td>
<td>6/1/2017</td>
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<tr>
<td>Public workshop agendas and materials</td>
<td>12/31/2018</td>
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<tr>
<td>Local government consultations agendas and materials</td>
<td>12/31/2018</td>
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<td>Final online EVCS Map</td>
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<td>Data collection information and analysis to be included in the Final Report</td>
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## Category Budget

**Name of Organization**
Sonoma County Regional Climate Protection Authority

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<th>Cost Category</th>
<th>Energy Commission Reimbursable Share</th>
<th>Match Share</th>
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<td>Materials/Miscellaneous</td>
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<td><strong>Total Indirect and Profit</strong></td>
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### Direct Labor (Unloaded)

**Sonoma County Regional Climate Protection Authority**

#### Hourly Rates

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<tr>
<th>Employee Name</th>
<th>Job Classification / Title</th>
<th>Maximum Labor Rate ($ per hour)</th>
<th># of Hours</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
<th>Total</th>
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**Hourly Direct Labor Totals**

$217,915

#### Monthly Salary Rates

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<th>Employee Name</th>
<th>Job Classification / Title</th>
<th>Maximum Labor Rate ($ per month)</th>
<th># of Months</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
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**Monthly Direct Labor Totals**

$- $- $-

#### Direct Labor Grand Totals

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### Fringe Benefits

**Sonoma County Regional Climate Protection Authority**

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<tr>
<th>Fringe Benefit Base Description (Employee or Job Classification/Title)</th>
<th>Max. Fringe Benefit Rate (%)</th>
<th>Direct Labor Costs ($)</th>
<th>Energy Commission Funds</th>
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<td>Departure and Destination</td>
<td>Trip Purpose</td>
<td>Energy Commission Funds</td>
<td>Match Share</td>
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<td>4.2</td>
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## Travel

### Sonoma County Regional Climate Protection Authority

<table>
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<tr>
<th>Task No.</th>
<th>Traveler's Name and/or Classification</th>
<th>Departure and Destination</th>
<th>Trip Purpose</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
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<td>Santa Rosa, CA to Sonoma, CA and Return</td>
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Total: $885
### Equipment

**Sonoma County Regional Climate Protection Authority**

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**Total:** $ - $ - $ -
<table>
<thead>
<tr>
<th>Task No.</th>
<th>Description</th>
<th>Purpose</th>
<th># Units</th>
<th>Unit Cost</th>
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<th>Total</th>
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<td>Promote availability of PEV Ombudsman.</td>
<td>25</td>
<td>$100</td>
<td>$2,500</td>
<td>$-</td>
<td>$2,500</td>
</tr>
<tr>
<td>2</td>
<td>Radio ads</td>
<td>Promote availability of PEV Ombudsman.</td>
<td>1</td>
<td>$2,500</td>
<td>$2,500</td>
<td>$-</td>
<td>$2,500</td>
</tr>
<tr>
<td>2</td>
<td>Printing</td>
<td>To provide materials for PEV Ombudsman.</td>
<td>Various</td>
<td>$5,500</td>
<td>$5,500</td>
<td>$-</td>
<td>$5,500</td>
</tr>
<tr>
<td>3</td>
<td>Printing</td>
<td>To provide materials for ZEV awareness and local Government Workshops</td>
<td>Various</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$-</td>
<td>$2,000</td>
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<tr>
<td>4</td>
<td>Printing</td>
<td>To provide materials for coordination and technical assistance local government and employer workshops</td>
<td>Various</td>
<td>$2,000</td>
<td>$2,000</td>
<td>$-</td>
<td>$2,000</td>
</tr>
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</table>

|          |                              |                                | $- | $- | $- | $-  | $- |
|          |                              |                                | $- | $- | $- | $-  | $- |
|          |                              |                                | $- | $- | $- | $-  | $- |

Total: $20,700 $- $20,700
## Subcontracts

### Sonoma County Regional Climate Protection Authority

<table>
<thead>
<tr>
<th>Task No.</th>
<th>Subcontractor Name</th>
<th>Purpose</th>
<th>CA Business Certifications</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Center for Climate Protection (CCP)</td>
<td>To work with RCPA on the creation of the EV Knowledge Base. CCP will use their knowledge of Evs and resources available to contextualize EV resources for Sonoma County.</td>
<td>none</td>
<td>$25,000</td>
<td>$ -</td>
<td>$25,000</td>
</tr>
<tr>
<td>2</td>
<td>TBD</td>
<td>Design of a website to track countywide progress in accelerating PEV adoption and meeting local, regional and statewide goals.</td>
<td>none</td>
<td>$12,500</td>
<td>$ -</td>
<td>$12,500</td>
</tr>
<tr>
<td>3</td>
<td>TBD</td>
<td>Conduct outreach to local businesses to share recommendations made in the Fuel Shift Plan regarding hosting infrastructure, workplace charging, integrating PEVs into private fleets, and educating employees about PEVs</td>
<td>none</td>
<td>$23,000</td>
<td>$ -</td>
<td>$23,000</td>
</tr>
<tr>
<td></td>
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<tr>
<td>Total</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$60,500</td>
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</table>
## Indirect Costs and Profit

### Sonoma County Regional Climate Protection Authority

### Indirect Cost(s)

<table>
<thead>
<tr>
<th>Name of Indirect Cost</th>
<th>Maximum Rate</th>
<th>Indirect Cost Base Description</th>
<th>Indirect Cost Base Amount</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00%</td>
<td></td>
<td></td>
<td>$ -</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
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<tr>
<td>0.00%</td>
<td></td>
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<td>$ -</td>
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<tr>
<td>0.00%</td>
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<td>0.00%</td>
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<td>0.00%</td>
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<td>$ -</td>
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<td>0.00%</td>
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<td>$ -</td>
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<td>$ -</td>
<td>$ -</td>
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<tr>
<td><strong>Total:</strong></td>
<td></td>
<td></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
<td><strong>$ -</strong></td>
</tr>
</tbody>
</table>

### Profit

(Profit is not allowed for Grant Recipients)

<table>
<thead>
<tr>
<th>Profit Rate</th>
<th>Profit Base Description</th>
<th>Profit Base Amount</th>
<th>Energy Commission Funds</th>
<th>Match Share</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.00%</td>
<td></td>
<td>$ -</td>
<td>$</td>
<td>$ -</td>
<td>$ -</td>
</tr>
</tbody>
</table>

| **Total:** | $ -                     | **$ -**            | **$ -**                 | **$ -**     | **$ -**|

*ARV-16-013*

Sonoma County Regional Climate Protection Authority
# EXHIBIT C

## ALTERNATIVE AND RENEWABLE FUEL AND VEHICLE TECHNOLOGY PROGRAM (ARFVTP) TERMS AND CONDITIONS

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<td>21. Workers' Compensation Insurance</td>
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<td>23. Certifications and Compliance</td>
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<td>25. Confidentiality</td>
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<td>26. Budget Contingency Clause</td>
<td>22</td>
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<td>27. Public Works -- Payment of Prevailing Wages</td>
<td>22</td>
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<td>28. Intellectual Property</td>
<td>25</td>
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TERMS AND CONDITIONS

1. **Grant Agreement**

This project is being funded with a grant from the California Energy Commission's (Energy Commission) Alternative and Renewable Fuel and Vehicle Technology Program.

This Agreement is comprised of the grant funding award, the Terms and Conditions, and all attachments. These Terms and Conditions are standard requirements for grant awards. The Energy Commission may impose additional special conditions in this grant Agreement that address the unique circumstances of this project. Special conditions that conflict with these standard provisions take precedence.

The Recipient's authorized representative shall sign all copies of this Agreement and return all signed packages to the Energy Commission's Grants and Loans Office within 30 days. Failure to meet this requirement may result in the forfeiture of this award. When all required signatures are obtained, an executed copy will be returned to the Recipient.

The term of this Agreement or the Agreement Period is the length of this Agreement between the Energy Commission and the Recipient. Project means Recipient's specific project that is funded in whole or in part by this Agreement.

The Recipient's project may coincide with or extend outside the Agreement Period. All reimbursable work and/or the expenditure of funds must occur within the approved term of this Agreement. The Energy Commission cannot authorize any payments until all parties sign this Agreement.

2. **Documents Incorporated by Reference**

The documents below are incorporated by reference into this Agreement. These terms and conditions will govern in the event of a conflict with the documents below, with the exception of the documents in subsection (f). Where this Agreement or California laws and regulations are silent or do not apply, the Energy Commission will use the federal cost principles and acquisition regulations listed below as guidance in determining whether reimbursement of claimed costs is allowable. Documents incorporated by reference include:

**Solicitation Documents** (if applicable)

a. The funding solicitation under which this Agreement was awarded.

b. The Recipient's proposal submitted in response to the solicitation

**Federal Cost Principles** (applicable to state and local governments, Indian tribes, institutions of higher education, and nonprofit organizations)

c. 2 Code of Federal Regulations (CFR) Part 200, Subpart E (Sections 200.400 et seq.)
Federal Acquisition Regulations (applicable to commercial organizations)

d. 48 CFR, Ch.1, Subchapter E, Part 31, Subpart 31.2: Contracts with Commercial Organizations (supplemented by 48 CFR, Ch. 9, Subchapter E, Part 931, Subpart 931.2 for Department of Energy grants)

Nondiscrimination

e. 2 California Code of Regulations, Section 8101 et seq.: Contractor Nondiscrimination and Compliance

General Laws

f. Any federal, state, or local laws or regulations applicable to the project that are not expressly listed in this Agreement

3. Funding Limitations

Any federal, State, and local laws and regulations applicable to your project not expressly listed in this Agreement are incorporated herein as part of this Agreement.

4. Due Diligence

The Recipient is required to take timely actions which, taken collectively, move this project to completion. The Energy Commission Agreement Manager (CAM) will periodically evaluate the Schedule of Products and Due Dates for completion of the Statement of Work tasks. If the CAM determines (1) the Recipient is not being diligent in completing the tasks in the Statement of Work or (2) the time remaining in this Agreement is insufficient to complete all project work tasks by the approved Agreement end term date, the CAM may recommend that this Agreement be terminated, and the Agreement may, without prejudice to any of the Energy Commission’s remedies, be terminated.

5. Products

Products are defined as any tangible item specified in the Statement of Work. Unless otherwise directed, draft copies of all products identified in the Work Statement shall be submitted to the CAM for review and comment. The Recipient will submit an original and two copies of the final version of all products to the CAM.

6. Reports

a. Progress Reports

The Recipient shall submit progress reports to the CAM as indicated in the Special Conditions or Work Statement. At a minimum, each progress report shall include the following:
Work Statement: This section should include a brief restatement of the approved tasks in the Work Statement and a report on the status of each, including a discussion of any products due and whether or not the project is progressing according to schedule. This section also should include a discussion of any problems encountered, proposed changes to the tasks in the Work Statement, and anticipated accomplishments in the upcoming quarter.

Financial Status: This section should include a narrative report comparing costs incurred to date with the approved Budget. The report should state whether or not the project is progressing within the approved Budget and discuss any proposed changes.

Additional Information: Additional information may be required in the progress reports as specified in the Work Statement or Special Conditions.

b. Final Reports.

A draft final report shall be submitted to the CAM no later than 60 days prior to the end of the Agreement term. At a minimum, the report shall include:

- Table of Contents.
- Abstract.
- A brief summary of the objectives of the project and how these objectives were accomplished.
- Any findings, conclusions, or recommendations for follow-up or ongoing activities that might result from the successful completion of the project.
- A statement of future intent of the grant Recipient to maintain or further develop the project.
- A Payment Request form for the final payment (including any retention).
- A consolidated list of subcontractors funded in whole or in part by the grant Recipient. Include the name, address, concise statement of work done, period, and value of each.
- Additional information specified in the Work Statement or Special Conditions.

The CAM will review the draft report. The Recipient will incorporate applicable comments and submit the final report (the original and two copies) to the CAM.

Upon receipt of the final report, the CAM shall ensure that all work has been satisfactorily completed.

c. Rights in Reports
The Energy Commission reserves the right to use and reproduce all reports and data produced and delivered pursuant to this Agreement, and reserves the right to authorize others to use or reproduce such materials. Each report becomes the property of the Energy Commission.

d. Failure to Comply with Reporting Requirements

Failure to comply with the reporting requirements contained in this Agreement will be considered a material noncompliance with the terms of this Agreement. Noncompliance may result in withholding of future payments, suspension or termination of the current award, and withholding of future awards. A willful failure to perform, a history of failure to perform, or unsatisfactory performance of this and/or other financial assistance awards, may also result in a debarment action to preclude future awards.

7. Publications - Legal Statement on Reports and Products

You are encouraged to publish or otherwise make publicly available the results of the work conducted under the award.

No product or report produced as a result of work funded by this program shall be represented to be endorsed by the Energy Commission, and all such products or reports shall include the following statement:

LEGAL NOTICE

This document was prepared as a result of work sponsored by the California Energy Commission. It does not necessarily represent the views of the Energy Commission, its employees, or the State of California. The Energy Commission, the State of California, its employees, contractors, and subcontractors make no warranty, express or implied, and assume no legal liability for the information in this document; nor does any party represent that the use of this information will not infringe upon privately owned rights.

8. Changes to the Agreement

a. Significant Changes

Significant changes to this Agreement must be approved by the Energy Commission through a formal amendment. Significant changes include, but are not limited to:

- Change of Recipient's legal name,
- Change of Recipient,
- Changes in order to disencumber funds,
- Changes to the Work Statement that reasonably modify the purpose of the Agreement,
- Changes to the Schedule of Products that extend the due dates beyond the term of the Agreement,
- Changes to the Budget that increase the amount of the Agreement,
Changes to the Budget that increase rates or fees.

The Recipient shall submit a request in writing to the CAM with a copy to the Energy Commission Grants and Loans Officer for any significant change. The CAM will notify the Recipient Project Manager of the appropriate Energy Commission action within ten (10) working days.

b. Nonsignificant Changes

Changes that are not significant to the Agreement do not need to be approved at an Energy Commission business meeting through a formal amendment. These changes shall be documented in a Letter of Agreement, signed by both parties.

c. Schedule of Products and Due Dates

If the Schedule of Products and Due Dates needs to be revised after the execution of the Agreement, the revised dates cannot extend beyond the term end date of the Agreement without a formal amendment. Recipient shall work with the CAM to agree on the new product due dates. The CAM will issue the revised Schedule of Products and Due Dates to the Recipient and the Grants and Loans Office.

d. Budget Reallocations

(1) The Energy Commission, through its CAM and Grants and Loans Officer, and the Recipient can agree upon and make certain budget reallocations without a formal amendment to this Agreement as long as ALL of the following conditions are met:

(a) The total of all budget reallocations cannot exceed ten percent (10%) with a cap amount of $150,000 of the Agreement Amount. For purposes of this provision, "Agreement Amount" means the total amount of Energy Commission funds being paid to the Recipient under this Agreement. It does not include any match funds provided by the Recipient.

For example, if under an agreement the Energy Commission agrees to pay a recipient $100,000 and the recipient is supplying $500,000 in match funding, the ten percent (10%) limitation applies to the $100,000. Only up to $10,000 of Energy Commission funds could be reallocated without a formal amendment. If under an agreement the Energy Commission agrees to pay a recipient $2,000,000, ten percent would be $200,000, but the cap is $150,000, so the most that could be reallocated without a formal amendment is $150,000.
(b) The budget reallocation cannot substantially change the scope of work. Examples of budget reallocations that do not substantially change the scope of work include, but are not limited to, the following:

- Increasing or decreasing the overall travel budget. This does not mean an increase to the allowed per diem rates under this Agreement.
- Increasing or decreasing the equipment budget.
- Increasing or decreasing the number of personnel assigned to complete tasks. This does not include increasing the hourly rates of the personnel and classifications listed in the budget. Increasing hourly rates requires a formal amendment. The addition of personnel also requires a formal amendment unless there is already an identified classification of rates in the budget that the new personnel will be filling.

(c) The budget reallocation only involves moving funds between tasks. The total Agreement Amount must remain unchanged. Increasing the total amount of the Agreement requires a formal amendment.

(d) The budget reallocation does not increase the percentage rate of Indirect Overhead, Fringe Benefits, General and Administrative Costs, or any other rates listed in the budget. For example, if an agreement budget lists the Indirect Overhead percentage rate as 25% of Direct Labor, the 25% cannot be changed without a formal amendment.

(2) To effectuate a budget reallocation under this section, the Recipient must make a request in writing to both the CAM and the Grants and Loans Officer. Both the CAM and the Grants and Loans Officer will then approve or disapprove the request in writing; the approval or disapproval is not effective or binding unless signed by both the CAM and the Grants and Loans Officer. Oral communications cannot be used or relied upon. If the request is approved, the CAM shall revise the Budget Attachments to reflect the changes and send them to the Grants and Loans Officer and the Recipient.

(3) Any desired budget reallocations that do not meet the four criteria in this section must be made through a formal amendment.

(4) Attempted budget reallocations that do not meet the requirements of this section are not legally binding upon the parties.
e. Amendments

This Agreement may be amended to make changes, including without limitation, additional funds, additional time, additional or modified tasks, and additional or modified terms.

9. Contracting and Procurement Procedures

This section provides general requirements for an agreement between the Recipient and a third party ("subcontractor").

All subcontracts must be submitted to the CAM for review prior to execution, pursuant to the administrative task. For subcontracts that are listed as "to be determined" in the budget, the Recipient must submit the subcontractor's budget information to the CAM, using the budget forms provided, and have an executed subcontract, before the subcontractor can incur any costs for which the Recipient will seek reimbursement.

The Recipient is required, where feasible, to employ contracting and procurement practices that promote open competition for all goods and services needed to complete this project. Recipient shall obtain price quotes from an adequate number of sources for all subcontracts.

The Energy Commission will defer to the Recipient's own regulations and procedures as long as they reflect applicable state and local laws and regulations and are not in conflict with the minimum standards specified in this Agreement.

Upon request, the Recipient must submit to the CAM a copy of all solicitations for services or products required to carry out the terms of this Agreement and copies of the proposals or bids received. If a specific subcontractor was identified in the original grant application and the grant was evaluated based in part on this subcontractor's qualifications, then prior written approval from the CAM is required before substituting a new subcontractor.

The Recipient is responsible for handling all contractual and administrative issues arising out of or related to any subcontracts it enters into under this Agreement.

All subcontracts must incorporate all of the following:

- A clear and accurate description of the material, products, or services to be procured as well as a detailed budget and timeline.
- Provisions that allow for administrative, contractual, or legal remedies in instances where subcontractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate.
- Provisions for termination by the Recipient, including termination procedures and the basis for settlement.
- Language conforming to the "Nondiscrimination" provision in this Agreement.
- The Standard of Performance provisions specified in this Agreement.
• Retention of Records provisions specified in this Agreement.
• Audits provisions specified in this Agreement.
• Language conforming to the "Indemnification" provision in this Agreement.
• Public Work -- Payment of Prevailing Wages Generally Required by Law
provisions in this Agreement

Recipients who are subcontracting with University of California (UC) may use the
terms and conditions negotiated by the Energy Commission with UC for their
subcontracts. Recipients who are subcontracting with the Department of Energy
(DOE) national laboratories may use the terms and conditions negotiated with
DOE.

Failure to comply with the above requirements may result in the termination of this
Agreement.

10. **Bonding and Insurance**

The Recipient will follow its own bonding and insurance requirements relating to
bid guarantees, performance bonds, and payment bonds without regard to the
dollar value of the subcontract(s) as long as they reflect applicable state and local
laws and regulations.

11. **Permits and Clearances**

The Recipient is responsible for ensuring all necessary permits and environmental
documents are prepared and clearances are obtained from the appropriate
agencies.

12. **Equipment**

Equipment is defined as having a useful life of at least one year, having an
acquisition unit cost of at least $5,000, and purchased with Energy Commission
funds. Equipment means any products, objects, machinery, apparatus, implements or tools purchased, used or constructed within the Project, including
those products, objects, machinery, apparatus, implements or tools from which
over thirty percent (30%) of the equipment is composed of materials purchased for
the Project. For purposes of determining depreciated value of equipment used in
the Agreement, the Project shall terminate at the end of the normal useful life of
the equipment purchased, funded and/or developed with Energy Commission
funds. The Energy Commission may determine the normal useful life of such
equipment.

Title to equipment acquired by the Recipient with grant funds shall vest in the
Recipient. The Recipient shall use the equipment in the project or program for
which it was acquired as long as needed, whether or not the project or program
continues to be supported by grant funds, and the Recipient shall not encumber
the property without CAM approval. When no longer needed for the original project
or program, the Recipient shall contact the CAM for disposition instructions.
13. **Termination**

This project may be terminated for any reason set forth below.

a. **With Cause**

   In the event of any breach by the Recipient of the conditions set forth in this Agreement, this Agreement may be terminated for cause upon five (5) days written notice to the Recipient, without prejudice to any of the Energy Commission's legal remedies.

b. **Without Cause**

   This Agreement may, at the Energy Commission's option, be terminated without cause in whole or in part, upon giving thirty (30) days advance notice in writing to the Recipient by certified mail, return receipt requested. In such event, the Recipient agrees to use all reasonable efforts to mitigate the Recipient's expenses and obligations hereunder. Also in such event, the Energy Commission shall pay the Recipient for all satisfactory work performed and expenses incurred within 30 days after such notice of termination which could not by reasonable efforts of the Recipient have been avoided, but not in excess of the maximum payable under this Agreement.

14. **Stop Work**

The Energy Commission Grants Officer may, at any time, by written notice to Recipient, require Recipient to stop all or any part of the work tasks in this Agreement. Stop work orders may be issued for reasons such as a project exceeding budget, standard of performance, out of scope work, delay in Project schedule, misrepresentations and the like.

a. **Compliance.** Upon receipt of such stop work order, Recipient shall immediately take all necessary steps to comply therewith and to minimize the incurrence of costs allocable to work stopped.

b. **Equitable Adjustment.** An equitable adjustment shall be made by Energy Commission based upon a written request by Recipient. Such adjustment request must be made by Recipient within thirty (30) days from the date of the stop work order.

c. **Canceling a Stop Work Order.** Recipient shall resume the work only upon receipt of written instructions from the Energy Commission Grants Officer.

15. **Travel and Per Diem**

a. The Recipient shall be reimbursed for travel and per diem expenses using the same rates provided to non-represented State employees. The Recipient must pay for travel in excess of these rates. The Recipient may obtain current rates from the Energy Commission's Web Site at: [http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF](http://www.energy.ca.gov/contracts/TRAVEL_PER_DIEM.PDF).
b. For purposes of payment, Recipient's headquarters shall be considered the location of the Recipient's office where the employees' assigned responsibilities for this award are permanently assigned. Travel expenditures not listed in this section cannot be reimbursed.

c. Travel identified in the Budget section of this Agreement is approved and does not require further authorization.

d. Travel that is not included in the Budget section of this Agreement shall require written authorization from the CAM and Grants and Loans Officer prior to travel departure. The Energy Commission will reimburse travel expenses from the Recipient's office location.

e. The Recipient must retain documentation of travel expenses in its financial records. The documentation must be listed by trip and include dates and times of departure and return, departure and destination cities. Travel receipts, including for travel meals and incidentals, shall be submitted with invoices requesting reimbursement from the Energy Commission.

16. Standard of Performance

Recipient, its subcontractors and their employees, in the performance of Recipient's work under this Agreement shall be responsible for exercising the degree of skill and care required by customarily accepted good professional practices and procedures used in the Recipient's field.

Any costs for failure to meet the foregoing standard or to correct otherwise defective work that requires re-performance of the work, as directed by CAM, shall be borne in total by Recipient and not the Energy Commission. The failure of a project to achieve the performance goals and objectives stated in the Work Statement is not a basis for requesting re-performance unless the work conducted by Recipient and/or its subcontractors is deemed by the Energy Commission to have failed the foregoing standard of performance.

In the event Recipient/subcontractor fails to perform in accordance with the above standard:

- Recipient/subcontractor will re-perform, at its own expense, any task which was not performed to the reasonable satisfaction of the CAM. Any work re-performed pursuant to this paragraph shall be completed within the time limitations originally set forth for the specific task involved. Recipient/subcontractor shall work any overtime required to meet the deadline for the task at no additional cost to the Energy Commission;

- The Energy Commission shall provide a new schedule for the re-performance of any task pursuant to this paragraph in the event that re-performance of a task within the original time limitations is not feasible; and
• The Energy Commission shall have the option to direct Recipient/subcontractor not to re-perform any task which was not performed to the reasonable satisfaction of the CAM pursuant to application of (1) and (2) above. In the event the Energy Commission directs Recipient/subcontractor not to re-perform a task, the Energy Commission and Recipient shall negotiate a reasonable settlement for satisfactory work performed. No previous payment shall be considered a waiver of the Energy Commission’s right to reimbursement.

Nothing contained in this section is intended to limit any of the rights or remedies which the Energy Commission may have under law.

17. Payment of Funds

The Energy Commission agrees to reimburse the Recipient for actual allowable expenditures incurred in accordance with the Budget. The rates in the Budget are rate caps, or the maximum amount allowed to be billed. The Recipient can only bill for actual expenses incurred at the Recipient’s actual direct labor rate(s), fringe benefit rate(s), and indirect rate(s), not to exceed the rates specified in the Budget.

a. Payment Requests

The Recipient may request payment from the Energy Commission at any time during the term of this Agreement although it is preferred that payment requests be submitted with the progress reports. The final payment request must be received by the Energy Commission along with the draft Final Report 60 days prior to the end of the Agreement term.

Payments will generally be made on a reimbursement basis for Recipient expenditures, i.e., after the Recipient has incurred the cost for a service, product, supplies, or other approved budget item. No reimbursement for food or beverages shall be made other than allowable per diem charges.

Funds in this Agreement have a limited period in which they must be expended. All Recipient expenditures must occur within the approved term of this Agreement.

b. Documentation

All payment requests must be submitted using a completed Payment Request form. This form must be accompanied by an itemized list of all charges and copies of all receipts or invoices necessary to document these charges for both Energy Commission and match share, including backup documentation for actual expenditures, such as time cards, vendor invoices, and proof of payment. Any payment request that is submitted without the itemization will not be authorized. If the itemization or documentation is incomplete, inadequate, or inaccurate, the CAM will inform the Recipient and hold the invoice until all required information is received or corrected. Any penalties imposed on the Recipient by a subcontractor because of delays in payment will be paid by the Recipient.
Any documentation in foreign currency must be converted to dollars, and the conversion rate must be included in your itemization.

c. Certification

The following certification shall be included on each Payment Request form and signed by the Recipient’s authorized officer:

I certify that this invoice is correct and proper for payment, and reimbursement for these costs has not and will not be received from any other sources, including but not limited to a government entity contract, subcontract or other procurement method.

Additional certification required related to the payment of prevailing wages. Refer to section 27 of these terms and conditions for more information.

d. Government Entity

Government Entity is defined as a governmental agency from California or any state or a state college or state university from California or any state; a local government entity or agency, including those created as a Joint Powers Authority; an auxiliary organization of the California State University or a California community college; the Federal Government; a foundation organized to support the Board of Governors of the California Community Colleges or an auxiliary organization of the Student Aid Commission established under Education Code 69522.

e. Release of Funds

The CAM will not process any payment request during the Agreement term until the following conditions have been met:

- All required reports have been submitted and are satisfactory to the CAM.
- All applicable special conditions have been met.
- All appropriate permits or permit waivers from governmental agencies have been issued to the Recipient and copies have been received by the CAM.
- All products due have been submitted and are satisfactory to the CAM.
- Other prepayment conditions as may be required by the CAM have been met. Such conditions will be specified in writing ahead of time, if possible.
f. Fringe Benefits, Indirect Overhead, and General and Administrative (G&A), Indirect cost rates must be developed in accordance with generally accepted accounting principles. If the Recipient has an approved fringe benefits or indirect cost rate (indirect overhead or G&A) from their cognizant Federal Agency, the Recipient may bill at the federal rate up to the Budget rate caps if the following conditions are met:

- The Recipient may bill at the federal provisional rate but must adjust annually to reflect their actual final rates for the year in accordance with the Labor, Fringe, and Indirect Invoicing Instructions which can be accessed in this agreement.

- The cost pools used to develop the federal rates must be allocable to the Energy Commission Agreement, and the rates must be representative of the portion of costs benefiting the Energy Commission Agreement. For example, if the federal rate is for manufacturing overhead at the Recipient's manufacturing facility and the Energy Commission Agreement is for research and development at their research facility, the federal indirect overhead rate would not be applicable to the Energy Commission Agreement.

- The federal rate must be adjusted to exclude any costs that are specifically prohibited in the Energy Commission Agreement.

- The Recipient may only bill up to the Agreement Budget rate caps unless and until an amendment to the Agreement Budget is approved.

g. Retention

It is the Energy Commission’s policy to retain 10 percent of any payment request or 10 percent of the total Energy Commission award at the end of the project. After the project is complete the Recipient must submit a completed payment request form requesting release of the retention. The CAM will review the project file and, when satisfied that the terms of the funding Agreement have been fulfilled, will authorize release of the retention.

h. State Controller’s Office

Payments are made by the State Controller’s Office.

18. Fiscal Accounting Requirements

a. Accounting and Financial Methods

The Recipient shall establish a separate ledger account or fund for receipt and disbursement of Energy Commission funds for each project funded by the Energy Commission. Expenditure details must be maintained in accordance with the approved budget details using appropriate accounting practices.
b. Retention of Records

The Recipient shall retain all project records (including financial records, progress reports, and payment requests) for a minimum of three (3) years after the final payment has been received or three years after the federal grant term, whichever is later, unless otherwise specified in the funding Agreement.

Records for nonexpendable personal property acquired with grant funds shall be retained for three years after its final disposition or three years after the federal grant term, whichever is later.

c. Audits

Upon written request from the Energy Commission, the Recipient shall provide detailed documentation of all expenses at any time throughout the project. In addition, the Recipient agrees to allow the Energy Commission or any other agency of the State, or their designated representative, upon written request, to have reasonable access to and the right of inspection of all records that pertain to the project during the term of this Agreement and for a period of three (3) years thereafter or three years after the federal grant term, whichever is later, unless the Energy Commission notifies the Recipient, prior to the expiration of such three-year period, that a longer period of record retention is necessary. Further, the Recipient agrees to incorporate an audit of this project within any scheduled audits, when specifically requested by the State. Recipient agrees to include a similar right to audit in any subcontract.

Recipients are strongly encouraged to conduct annual audits in accordance with the single audit concept. The Recipient should provide two copies of the independent audit report and any resulting comments and correspondence to the CAM within 30 days of the completion of such audits.

d. Cost or Match Share

Cost or Match Share means cash or in-kind (non-cash) contributions provided by Recipient, subcontractors or other parties that will be used in performance of this Agreement.

If the grant Budget includes cost or match share under this Agreement, the Recipient agrees to be liable for the percentage of cost or match share identified in this Agreement of the total allowable project costs incurred even if the project is terminated early or is not funded to its completion.

_Total allowable project cost_ is the sum of the Agreement share and Recipient share of the project costs. _Cost share_ percentage is calculated by dividing Recipient cost share amount by the total allowable project cost. _Match share_ percentage is calculated by dividing Recipient match share by the Agreement share of the project costs.
Failure to provide the minimum required cost or match share may result in the subsequent recovery of some or all of the funds provided under this Agreement.

The Recipient must maintain accounting records detailing the expenditure of the match (actual cash and in-kind services) and provide complete documentation of expenditures as described under “Payment of Funds.”

19. **Indemnification**

The Recipient agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to Recipient and to any and all contractors, subcontractors, materialmen, laborers, and any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Recipient in the performance of this Agreement.

20. **Disputes**

In the event of a dispute or grievance between Recipient and the Energy Commission regarding this Agreement, the following two-step procedure shall be followed by both parties. Recipient shall continue with responsibilities under this Agreement during any dispute.

a. **Energy Commission Dispute Resolution Level 1**

The Recipient shall first discuss the problem informally with the CAM. If the problem cannot be resolved at this stage, the Recipient must direct the grievance together with any evidence, in writing, to the Energy Commission Grants and Loans Officer. The grievance must state the issues in the dispute, the legal authority or other basis for the Recipient’s position and the remedy sought. The Energy Commission Grants and Loans Officer and the Program Office Manager must make a determination on the problem within ten (10) working days after receipt of the written communication from the Recipient. The Grants and Loans Officer shall respond in writing to the Recipient, indicating a decision supported by reasons. Should the Recipient disagree with the Grants and Loans Officer decision, the Recipient may appeal to the second level.
b. **Energy Commission Dispute Resolution Level 2**

The Recipient must prepare a letter indicating why the Grants and Loans Officer's decision is unacceptable, attaching to it the Recipient's original statement of the dispute with supporting documents, along with a copy of the Grants and Loans Officer's response. This letter shall be sent to the Executive Director at the Energy Commission within ten (10) working days from receipt of the Grants and Loans Officer's decision. The Executive Director or designee shall meet with the Recipient to review the issues raised. A written decision signed by the Executive Director or designee shall be returned to the Recipient within twenty (20) working days of receipt of the Recipient's letter. The Executive Director may exercise the option of presenting the decision to the Energy Commission at a business meeting. Should the Recipient disagree with the Executive Director's decision, the Recipient may appeal to the Energy Commission at a regularly scheduled business meeting. Recipient will be provided with the current procedures for placing the appeal on a Energy Commission Business Meeting Agenda.

21. **Workers' Compensation Insurance**

   a. Recipient hereby warrants that it carries Worker's Compensation Insurance for all of its employees who will be engaged in the performance of this Agreement, and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

   b. If Recipient is self-insured for worker’s compensation, it hereby warrants such self-insurance is permissible under the laws of the State of California and agrees to furnish to the CAM satisfactory evidence of this insurance at any time the CAM may request.

22. **General Provisions**

   a. **Governing Law**

      It is hereby understood and agreed that this Agreement shall be governed by the laws of the State of California as to interpretation and performance.

   b. **Independent Capacity**

      The Recipient, and the agents and employees of the Recipient, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the Energy Commission.

   c. **Assignment**

      Without the written consent of the Energy Commission in the form of a formal written amendment, this Agreement is not assignable or transferable by Recipient either in whole or in part.

   d. **Timeliness**

      Time is of the essence in this Agreement.
e. Unenforceable Provision

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

f. Waiver

No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law.

g. Assurances

The Energy Commission reserves the right to seek further written assurances from the Recipient and its team that the work of the project under this Agreement will be performed consistent with the terms of the Agreement.

h. Change in Business

(1) Recipient shall promptly notify the Energy Commission of the occurrence of each of the following:
   (a) A change of address.
   (b) A change in the business name or ownership.
   (c) The existence of any litigation or other legal proceeding affecting the project.
   (d) The occurrence of any casualty or other loss to project personnel, equipment or third parties of a type commonly covered by insurance.
   (e) Receipt of notice of any claim or potential claim against Recipient for patent, copyright, trademark, service mark and/or trade secret infringement that could affect the Energy Commission's rights.

(2) Recipient shall not change or reorganize the type of business entity under which it does business except upon prior written notification to the Energy Commission. A change of business entity or name change requires an amendment assigning or novating the Agreement to the changed entity. In the event the Energy Commission is not satisfied that the new entity can perform as the original Recipient, the Energy Commission may terminate this Agreement as provided in the termination paragraph.
i. Survival of Terms

It is understood and agreed that certain provisions shall survive the completion or termination date of this Agreement for any reason. The provisions include, but are not limited to:

- "Payments of Funds"
- "Equipment"
- "Change in Business"
- "Disputes"
- "Termination"
- "Audit"
- "Indemnification"
- "Fiscal Accounting Requirements"

23. Certifications and Compliance

a. Federal, State and Municipal Requirements

Recipient must obtain any required permits and shall comply with all applicable federal, State, and municipal laws, rules, codes, and regulations for work performed under this Agreement.

b. Nondiscrimination Statement of Compliance

During the performance of this Agreement, Recipient and its subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (cancer), age, marital status, and denial of family care leave. Recipient and its subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Recipient and its subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Sections 12990 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part of it as if set forth in full. Recipient and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.
The Recipient shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

c. Drug-Free Workplace Certification

By signing this Agreement, the Recipient hereby certifies under penalty of perjury under the laws of the State of California that the Recipient will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(1) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations as required by Government Code Section 8355(a)(1).

(2) Establish a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:

   • The dangers of drug abuse in the workplace;
   • The person's or organization's policy of maintaining a drug-free workplace;
   • Any available counseling, rehabilitation, and employee assistance programs; and
   • Penalties that may be imposed upon employees for drug abuse violations.

(3) Provide, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed project:

   • Will receive a copy of the company's drug-free policy statement;
   • Will agree to abide by the terms of the company's statement as a condition of employment on the project.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both, and the Recipient may be ineligible for any future State awards if the Energy Commission determines that any of the following has occurred: (1) the Recipient has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

d. Child Support Compliance Act (Applicable to California Employers)

For any Agreement in excess of $100,000, the Recipient acknowledges that:
• It recognizes the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

• To the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

e. Americans with Disabilities Act

By signing this Agreement, Recipient assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101, et seq.), which prohibits discrimination on the basis of disability, as well as applicable regulations and guidelines issued pursuant to the ADA.

24. Site Visits

The Energy Commission and/or its designees have the right to make site visits at reasonable times to review project accomplishments and management control systems and to provide technical assistance, if required. Recipient must provide and must require subawardees to provide reasonable facilities and assistance for the safety and convenience of the government representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

25. Confidentiality

A. Information Considered Confidential

Confidential information is information designated confidential pursuant to the procedures specified in 20 CCR 2505. If applicable, all Recipient information considered confidential at the commencement of this Agreement is designated in the Attachment to this Exhibit.

B. Confidential Deliverables: Labeling and Submitting Confidential Information

Prior to the commencement of this Agreement, if applicable, the parties have identified in the Attachment to this Exhibit, specific Confidential Information to be provided as a deliverable. All such confidential deliverables shall be marked, by the Recipient, as “Confidential” on each page of the document containing the Confidential Information and presented in a sealed package to the Energy Commission Grants Officer. (Non-confidential deliverables are submitted to the Accounting Office.) All Confidential Information will be contained in the “confidential” volume: no Confidential Information will be in the “public” volume.
C. Submittal of Unanticipated Confidential Information as a Deliverable

The Recipient and the Energy Commission agree that during this Agreement, it is possible that the Recipient may develop additional data or information not originally anticipated as a confidential deliverable. In this case, Recipient shall follow the procedures for a request for designation of Confidential Information specified in 20 CCR 2505. The Energy Commission's Executive Director makes the determination of confidentiality. Such subsequent determinations may be added to the list of confidential deliverables in the Attachment to this Exhibit.

D. Disclosure of Confidential Information

Disclosure of Confidential Information by the Energy Commission may only be made pursuant to 20 CCR 2506 and 2507. All confidential data, records or deliverables that are legally disclosed by the Recipient or any other entity become public records and are no longer subject to the above confidentiality designation.

26. Budget Contingency Clause

It is mutually agreed that this Agreement shall be of no further force and effect if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the work identified in Exhibit A. In this event, the Energy Commission shall have no liability to pay any funds whatsoever to the Recipient or to furnish any other consideration under this Agreement, and the Recipient shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the Energy Commission shall have the option to either: 1) cancel this Agreement with no liability occurring to the Energy Commission; or 2) offer an Agreement Amendment to the Recipient to reflect the reduced amount.

27. Public Works -- Payment of Prevailing Wages

Generally Required by Law

Projects that receive an award of public funds from the Energy Commission often involve construction, alteration, demolition, installation, repair or maintenance work over $1,000.

NOTE: Projects that receive an award of public funds from the Energy Commission are likely to be considered public works under the California Labor Code. See Chapter 1 of Part 7 of Division 2 of the California Labor Code, commencing with Section 1720 and Title 8, California Code of Regulations, Chapter 8, Subchapter 3, commencing with Section 16000.
Accordingly, the Energy Commission assumes that all projects it funds are public works. Projects deemed to be public works require among other things the payment of prevailing wages.

**NOTE:** Prevailing wage rates can be significantly higher than non-prevailing wage rates.

By accepting this grant, Recipient as a material term of this agreement shall be fully responsible for complying with all California public works requirements including but not limited to payment of prevailing wage. Therefore, as a material term of this grant, Recipient must either:

(a) Proceed on the assumption that the project is a public work and ensure that:

(i) prevailing wages are paid; and

(ii) the project budget for labor reflects these prevailing wage requirements; and

(iii) the project complies with all other requirements of prevailing wage law including but not limited to keeping accurate payroll records, and complying with all working hour requirements and apprenticeship obligations;

or,

(b) Timely obtain a legally binding determination from DIR or a court of competent jurisdiction before work begins on the project that the proposed project is not a public work.

**NOTE:** Only the California Department of Industrial Relations (DIR) and courts of competent jurisdiction have jurisdiction to issue legally binding determinations that a particular project is or is not a public work.

If the Recipient is unsure whether the project receiving this award is a “public work” as defined in the California Labor Code, it may wish to seek a timely determination from the California Department of Industrial Relations (DIR) or an appropriate court.

**NOTE:** Such processes can be time consuming and therefore it may not be possible to obtain a timely determination before the date for performance of the award commences.

If the Recipient does not timely obtain a binding determination from DIR or a court of competent jurisdiction that the project is not a public work, before the grant agreement from the Energy Commission is executed, the Recipient shall assume that the project is a public work and that payment of prevailing wages is required and shall pay prevailing wages unless and until such time as the project is subsequently determined to not be a public work by DIR or a court of competent jurisdiction.

**NOTE:** California Prevailing Wage law provides for substantial damages and financial penalties for failure to pay prevailing wages when payment of prevailing wages is required.
**Subcontractors and Flow-down Requirements.** Recipient shall ensure that its subcontractors, if any, also comply with above requirements with respect to public works/prevailing wage. Recipient shall ensure that all agreements with its contractors/subcontractors to perform work related to this Project contain the above terms regarding payment of prevailing wages on public works projects. Recipient shall be responsible for any failure of Recipient's subcontractors to comply with California prevailing wage and public works laws.

**Indemnification and breach.** Any failure of Recipient or its subcontractors to comply with the above requirements shall constitute a breach of this agreement that excuses the Energy Commission's performance of this grant agreement at the Energy Commission's option, and shall be at Recipient's sole risk. In such a case, Energy Commission may refuse payment to Recipient of any amount under this award and Energy Commission shall be released, at its option, from any further performance of this award or any portion thereof. By accepting this grant award, as a material term of this agreement, Recipient agrees to indemnify the Energy Commission and hold the Energy Commission harmless for any and all financial consequences arising out of or resulting from the failure of Recipient and/or any of Recipient's subcontractors to pay prevailing wages or to otherwise comply with the requirements of prevailing wage law.

**Budget.** Recipient's budget on public works projects must indicate which job classifications are subject to prevailing wage. For detailed information about prevailing wage and the process to determine if the proposed project is a public work, Recipient may wish to contact the California Department of Industrial Relations (DIR) or a qualified labor attorney of their choice for guidance.

**Covered Trades.** For public works projects, Recipient may contact DIR for a list of covered trades and the applicable prevailing wage.

**Questions.** If Recipient has any questions about this contractual requirement or the wage, record keeping, apprenticeship or other significant requirements of California prevailing wage law, it is recommended that Recipient consult DIR and/or a qualified labor attorney of its choice before accepting the award for this grant.

**Certification.** Recipient shall certify to the Energy Commission on each Payment Request Form, either that (a) prevailing wages were paid to eligible workers who provided labor for work covered by the payment request and that the Recipient and all contractors and subcontractors otherwise complied with all California prevailing wage laws, or (b) that the project is not a public work requiring the payment of prevailing wages. In the latter case, Recipient shall provide competent proof of a DIR or court determination that the project is not a public work requiring the payment of prevailing wages.
Prior to the release of any retained funds under this Agreement, the Recipient shall submit to the Energy Commission the above-described certificate signed by the Recipient and all contractors and subcontractors performing public works activities on the project. Absent such certificate, Recipient shall have no right to any funds under this grant, and Energy Commission shall be relieved of any obligation to pay said funds.

28. **Intellectual Property**

The Energy Commission makes no claim to intellectual property developed under this Agreement that is not specified for delivery, except as expressly provided herein.
EXHIBIT D
INFORMATION PRACTICES ACT
SPECIAL TERMS AND CONDITIONS

1. **Priority of these Special Terms**

In the event of a conflict between these Special Terms and other terms in this Agreement, these Special Terms shall govern.

2. **Recipient and All Subcontractors shall comply with the Information Practices Act**

The Information Practices Act ("IPA") is codified at California Civil Code sections 1798 et seq. Personal Information is defined in the IPA at Civil Code section 1798.3(a). Sonoma County Regional Climate Protection Agency ("Recipient"), shall comply and ensure that all of its subcontractors and project partners shall comply with the IPA relative to the activities under this Agreement. This includes but is not limited to complying with Section 1798.16 (Personal Information; maintaining sources of information) and Section 1798.17 (Notice; periodic provision; contents). For example:

A. **Sources of information.** Recipient, and Recipient’s subcontractors and project partners, shall maintain a record of the source of an individual’s Personal Information in accordance with § 1798.16. Per IPA § 1798.16, this requirement does not apply if the data subject is the source of the Personal Information.

B. **Use of information.** Pursuant to IPA § 1798.14, the Recipient, and Recipient’s subcontractors and project partners shall only use Personal Information for the purposes of this Agreement. Recipient, and Recipient’s subcontractors and project partners shall not disclose any Personal Information to any person or entity other than the Energy Commission and Energy Commission employees.

C. **Security.** Pursuant to IPA § 1798.21, Recipient, and Recipient’s subcontractors and project partners, shall employ appropriate and reasonable safeguards to ensure the security and confidentiality of Personal Information and to protect against anticipated threats or hazards to their security or integrity which could result in any injury.

D. **Notice.** On or with any form used to collect Personal Information from individuals, the Recipient, and Recipient’s subcontractors and project partners, shall provide the notice required in § 1798.17. At the time of executing this agreement, § 1798.17 requires the following:

(a) The name of the agency and the division within the agency that is requesting the information.

(b) The title, business address, and telephone number of the agency official who is responsible for the system of records and who shall, upon request, inform an individual regarding the location of his or her records and the categories of any persons who use the information in those records.

(c) The authority, whether granted by statute, regulation, or executive order which authorizes the maintenance of the information.

(d) With respect to each item of information, whether submission of such information is mandatory or voluntary.

(e) The consequences, if any, of not providing all or any part of the requested information.
(f) The principal purpose or purposes within the agency for which the information is to be used.

(g) Any known or foreseeable disclosures which may be made of the information pursuant to subdivision (e) or (f) of Section 1798.24.

(h) The individual’s right of access to records containing personal information which are maintained by the agency.

3. **Recipient has no Ownership or other Rights to the Personal Information**

   The Recipient has, and the Recipient shall ensure that its subcontractors and project partners have, no ownership, license, or other rights in Personal Information or in any form in which it is used (e.g., Products). In this regard, the Personal Information shall NOT be treated like Data, Products, Intellectual Property, or other provisions in the Agreement that may indicate that Recipient has ownership, license, or other rights.

4. **Rights to Anonymized Information Derived from Personal Information**

   To the extent that the Recipient uses Personal Information to derive anonymized information that no longer meets the definition of Personal Information, the rights to derived anonymized information follow the rights in Exhibit C. For example, if the Recipient uses Personal Information to derive anonymized figures that are included in a Product, and the Product contains no Personal Information, the rights to the Product flow from Exhibit C, Section 5, like they do for all other Products.

5. **Retention and Destruction of Personal Information**

   Upon the request of the Energy Commission, or upon termination of this Agreement, whichever is earlier, the Recipient and all subcontractors and project partners shall promptly deliver to the Energy Commission or destroy all Personal Information, regardless of form (e.g., written or electronic) and all copies, abstracts, media, and backups thereof, however stored in Recipient’s and all of its subcontractors’ and project partners’ possession. No Personal Information shall remain with Recipient, its subcontractors, or its project partners upon request of the Energy Commission or after the termination of this Agreement, whichever occurs first.

6. **Survival**

   The terms of this Exhibit shall remain in full force and effect in perpetuity.

7. **Flow-down**

   The Recipient shall flow-down the terms in this Exhibit to its subcontractors and project partners.
## Exhibit E
### Contact List

<table>
<thead>
<tr>
<th>California Energy Commission</th>
<th>Recipient</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Commission Agreement Manager:</strong></td>
<td><strong>Project Manager:</strong></td>
</tr>
</tbody>
</table>
| Adeel Ahmad  
California Energy Commission  
1516 Ninth Street, MS-51  
Sacramento, CA 95814  
Phone: (916) 651-2077  
Fax: (916) 654-4676  
e-mail: adeel.ahmad@energy.ca.gov | Sonoma County Regional Climate Protection Authority  
Lauren Casey  
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Santa Rosa, CA 95401  
Phone: (707) 565-5379  
Fax: (707) 565-5370  
e-mail: lauren.casey@rcpa.ca.gov |
| **Commission Agreement Officer:** | **Administrator:** |
| Phil Dyer  
California Energy Commission  
1516 Ninth Street, MS-18  
Sacramento, CA 95814  
Phone: (916) 654-4651  
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Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Projects and Programming
Item: 3.6 - Highway 101 – MSN-B2 Phase 2, PS&E Contract Amendment 2 SCTA13008-A2
Date: March 27, 2017

Issue:
Shall the SCTA Board approve the proposed URS Corporation (a subsidiary of AECOM) Amendment SCTA13008-A2 for additional scope and a time extension for the Plans, Specifications and Estimate (PS&E) phase of the Marin Sonoma Narrows (MSN) B2 Phase 2 – Sonoma Median Widening project?

Background:
The Highway 101 Marin Sonoma Narrows (MSN) project is an estimated $724 Million project (with escalation) to widen Highway 101 for High Occupancy Vehicles (HOV) from Route 37 in Novato to just south of Old Redwood Highway in Petaluma. To accelerate project delivery, SCTA, Caltrans, the Transportation Authority of Marin (TAM) have divided the project into more than a dozen projects.

The B2 Phase 2 project will add 4.0 miles of southbound and 4.3 miles of northbound High Occupancy Vehicle (HOV) lanes to US 101 from 0.6 mile south of the Marin/Sonoma County line (MRN 27.0) to 0.3 miles south of the East Washington Street Overcrossing in Sonoma County (SON 4.5). The HOV lanes will end before the proposed northbound lane drop north of Lakeville Highway (SR 116 East) and the proposed southbound lane drop 0.5 miles south of the Marin/Sonoma county line resulting in 8.8 miles of a full width 3rd lane and 8.3 miles of Highway 101 HOV lanes.

On May 14, 2012, the SCTA Board of Directors authorized re-programming of East Washington project's Federal Earmark savings for the design of MSN B2 Phase 2. The Board also authorized staff to issue a Request for Proposal (RFP) in order to select a qualified design firm to do the design work. Staff issued an RFP on May 25, 2012, but was forced to reject all proposals in July 2012, due to an unexpected change in the Federal Disadvantaged Business Enterprise (DBE) program which is required for all contracts with Federal funds.

On November 30, 2012, SCTA and Caltrans entered into Cooperative Agreement 4-2462, which is necessary to define the roles and responsibilities and divide the $2,642,000 budget between SCTA and Caltrans. In accordance with Coop 4-2462, SCTA was assigned a budget of $2,492,000 to use on the design of the project. The remaining $170K budget was assigned to Caltrans to prepare the right of way certification and for the final PS&E packaging necessary to advertise the project for construction.

On January 4, 2013, SCTA issued a new RFP to select a qualified design firm to provide PS&E services for the MSN B2 Phase 2 project using the new Federal requirements. On January 25, 2013, four firms submitted proposals. On February 14, 2013, a panel consisting of SCTA and Caltrans staff interviewed two of those firms. Based on the proposals and interviews, the panel selected URS Corporation as the most qualified firm to provide the necessary PS&E services. URS Corporation has provided SCTA with PS&E services for the successful delivery of the Highway 101 Central-A, Central-B, MSN-B2, and MSN-C3 contracts.
On March 11, 2013 the Board authorized the SCTA Chair to execute the original agreement with URS for MSN B2 Phase 2 PS&E Services (SCTA13008). The effective date for the original agreement is August 8, 2013 with a 24 month term.

On October 20, 2014 URS submitted a 100% design package but could not finalize the design until construction funding is identified, therefore the project design was put on hold. URS was asked to provide design details for Caltrans to explore amending the existing environmental permits in lieu of the lengthier new permit process and ensure the project is as shovel ready as possible.

On August 6, 2015 URS and SCTA Executive Director executed Amendment #1 to SCTA13008 that was ratified by the SCTA board on September 14, 2015. The only revision to the original agreement was the extension of the agreement until August 7th, 2018.

The MSN B2 Phase 2 project construction estimate of $35 million is now fully funded and URS is aggressively pursuing the final delivery of PS&E to Caltrans. The project is scheduled to have Caltrans advertise the construction contract in late 2017 and start construction in early 2018. To meet the delivery schedule this amendment is required to address contract scope changes that were not originally anticipated.

The changes in scope include:

1. Additional Project Management.
2. Preparation of a Utility Encroachment Policy Variance Request (EPVR, previously referred to as a LUEE). The original scope assumed this was covered by other phases of MSN.
3. Additional Geotechnical Fieldwork. The original scope included 7 borings; 12 borings are required due to the addition of a 3rd lane on the Kastania Road southbound on ramp which requires a retaining wall.
4. Additional Hazardous materials Field Work, Testing and Analysis. The original scope assumed this was covered by previously approved hazardous material reports.
5. Additional PS&E effort including Traffic Studies and Hydraulic and Hydrology Analysis for the proposed lane drops and opening of carpool lanes. The initial project scope of work assumed carpool lanes would be extended from the north (MSN C2).
6. Additional wetland delineation and update jurisdictional mapping
8. Update permit applications and add a Highway Planting Plan requested by Caltrans.

SCTA staff has reviewed these contractual scope changes and agrees that although they are within the scope of the project as intended, they are beyond the scope of work approved in the contract. SCTA staff recommends the approval of this amendment increasing the total compensation by $445,155 from $1,982,972 to $2,428,127. In addition, staff recommends a time extension of 18 months for the completion of PS&E, design services during construction through project close out from August 7, 2018 to February 8, 2021.

Policy Impacts:

There are no policy impacts associated with the recommendations.
**Fiscal Impacts:**

The funds are from a Federal Earmark for the Marin Sonoma Narrows. The contract is 100% federally funded using toll credits in lieu of a non-federal match. The total contract value remains under the original March 11, 2013 Board approval of $2,492,000, which is the total value federally authorized on August 6, 2013.

**Staff Recommendation:**

Staff recommends that the Board authorize the Chair to execute the attached Amendment No. 2 to Contract SCTA13008 with URS Corporation (a subsidiary of AECOM) increasing the budget for PS&E by $445,155 for a total not to exceed amount of $2,428,127, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
AMENDMENT NUMBER 2 TO
AGREEMENT FOR PS&E CONSULTANT SERVICE

This Agreement is made by and between URS Corporation, a Nevada Corporation, dba URS Corporation Americas (hereinafter referred to as “CONSULTANT”), and the Sonoma County Transportation Authority (hereinafter referred to as “SCTA”).

RECITALS

WHEREAS, SCTA and CONSULTANT entered into Contract Number SCTA13008 for CONSULTANT to provide design services for MSN Project B2 Phase 2 in Sonoma County; and

WHEREAS, Contract Number SCTA13008 included a Professional Scope of Services (Exhibit A), Preliminary Project Schedule (Exhibit B), and Budget by Work Task (Exhibit C); and

WHEREAS, SCTA and CONSULTANT entered into Amendment 1 to Contract Number SCTA13008 to update the Project’s Term of Agreement; and,

WHEREAS, in the judgment of SCTA’s Board of Directors it is necessary and desirable to add compensation and time necessary for project delivery and construction advertisement now that construction funding has been identified.

OPERATIVE PROVISIONS

NOW, THEREFORE, in consideration of the recitals set forth above and the covenants contained herein, CONSULTANT and SCTA mutually agree as follows:

1. Provision 3 TERM OF AGREEMENT is here by replaced in its entirety by the following amended Provision 3:

   3. TERM OF AGREEMENT: The term of this Agreement shall be ninety (90) months from the effective date of this contract unless terminated earlier in accordance with the provisions of paragraph 4. The effective date of this contract is August 8, 2013.

2. Exhibit A, URS Professional Scope of Services, of Agreement SCTA13008 is hereby replaced in its entirety with Amendment 1 to Exhibit A, URS Professional Scope of Services.

3. Exhibit B, Preliminary Project Schedule, of Agreement SCTA13008 is hereby replaced in its entirety with Amendment 1 to Exhibit B, Project
Schedule.

4. Exhibit C, URS Budget by Work Task, of Agreement SCTA13008 is hereby replaced in its entirety with Amendment 1 to Exhibit C, URS Budget by Work Task.

5. Provision 2.1, Payment for Consultant Services, of Agreement SCTA13008 is hereby replaced in its entirety by the following amended Provision 2.1:

**PAYMENT FOR CONSULTANT’S SERVICES:** For all services required hereunder (including without limitation, all tools, equipment, labor, supplies, subcontracts, sub-consultants, supervision, and materials), CONSULTANT shall be paid for salary expenses in accordance with the hourly rates specified in Amendment 1 to Exhibit C, attached hereto and incorporated herein by this reference, and for non-salary expenses in accordance with paragraph 2.2. Consultant shall be paid at the specific rates of compensation shown in Amendment 1 to Exhibit C and paragraphs 2.2 and 2.3, provided, however, that Consultant agrees to perform all services described in this Agreement for an amount not to exceed 2,428,127. The hourly rates specified in Amendment 1 to Exhibit C shall cover all salary-related costs, including, without limitation, salary, fringe benefits, overhead, and profit. In no event will the CONSULTANT be reimbursed for overhead costs at a rate that exceeds SCTA’s approved overhead rate set forth in the Cost Proposal. CONSULTANT may request its hourly rates be increased by a percentage amount not to exceed actual percentage raise given to employees annually. Such request must be made at least 30 days prior to requested new rate effective date and not more often than once a year beginning with the second year of service.

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

7. CONSULTANT warrants the person affixing his or her signature hereto is authorized to execute this agreement on behalf of CONSULTANT.

SCTA AND CONSULTANT HAVE CAREFULLY READ AND REVIEWED THIS AMENDMENT AND EACH TERM AND PROVISION CONTAINED HEREIN AND, BY EXECUTION OF THIS AMENDMENT, SHOW THEIR INFORMED AND VOLUNTARY CONSENT THERETO.
IN WITNESS WHEREOF, the parties hereto have executed this Amendment Number 1 to agreement SCTA13008 as set forth below.

CONSULTANT

DATED: _____________ By: ______________________________________
Consultant

SONOMA COUNTY TRANSPORTATION AUTHORITY

DATED: _____________ By: ________________________________
Chair, SCTA

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

DATED: _____________ By: ________________________________
Suzanne Smith, Executive Director, SCTA

APPROVED AS TO FORM:

DATED: _____________ By: ________________________________
SCTA Counsel
Amendment 1 to
EXHIBIT A

URS Corporation

Professional Scope of Services

For
Marin-Sonoma Narrows (MSN)
Sonoma B2 Phase 2 Project
(MSN B2 P2)
SCOPE OF SERVICES

Introduction

This scope of services by URS Corporation (CONSULTANT) is specifically based to provide Sonoma County Transportation Authority (SCTA) with professional design services for final Plans, Specifications and Estimate (PS&E), bid support and design services during construction support for the Marin-Sonoma Narrows (MSN) – B2 Phase 2 project (Project).

The major MSN B2 Phase 2 project improvements include:

- In Marin County (PM Mrn 26.2/27.6), median widening to extend the southern limits of the northbound and southbound HOV lanes and conform to existing US 101.
- From San Antonio Creek Bridge to the end of the MSN B3 project (PM Son 0.0/1.7), add signing and striping for the northbound and southbound HOV lanes.
- From the end of the MSN B3 project construction to the Petaluma Boulevard South Interchange at Kastania Road (PM Son 1.7/2.6), US 101 freeway realignment/profile adjustment/widening in order to add pavement for the HOV lanes and meet the 70 mph corridor design speed. Includes signing and striping for the northbound and southbound HOV lanes. The majority of the southbound on-ramp and northbound off-ramp improvements at the Petaluma Boulevard South Interchange at Kastania Road constructed by the MSN B2 project will be reconstructed in the MSN B2 Phase 2 project to conform to the new US 101 alignment and profile.
- From the Petaluma Boulevard South Interchange at Kastania Road to Lakeville Highway Interchange (PM Son 2.6/4.0), striping and signing work to extend the northbound and southbound HOV lanes to Lakeville Highway on pavement constructed by the MSN B2 and MSN C3 projects.
- From Lakeville Highway Interchange to just south of the East Washington Street Overcrossing in Sonoma County (PM 4.0/4.7), median and outside widening to extend the northern limits of the northbound HOV lane and conform to existing US 101.

The Scope of Services is divided into the following major tasks:

- TASK 1. Project Management
- TASK 2. Planning and Preliminary Investigations
- TASK 3. Preliminary Engineering (35%)
- TASK 4. Final PS&E (Unchecked 65%)
- TASK 5. Final PS&E (Checked 95%)
- TASK 6. Final PS&E (100%)
- TASK 7. Final PS&E (RTL)
- TASK 8. Right of Way Engineering and Support
• TASK 9. Permit Applications and Obtain Permits
• TASK 10. Bid Support and Design Services During Construction Support
1.0 TASK 1: PROJECT MANAGEMENT

The CONSULTANT will provide project management for each task for the entire duration of the project.

Management activities will consist of administration, coordination, attending meetings and quality control as stated in the following:

1.1 Project Administration - Supervise, coordinate and monitor planning and design for conformance with CALTRANS’ standards and policies. The CONSULTANT will establish and implement a quality control procedure for design activities, perform in-house quality control reviews for each task, and submit project deliverables to SCTA and/or CALTRANS for review in accordance with the approved schedule.

1.2 CPM Schedule - Prepare a detailed Critical Path Method (CPM) schedule for the entire project using Microsoft Project software. The Microsoft Project CPM schedule will be updated on a monthly basis and distributed at the monthly PDT meetings.

1.3 Agency/Subconsultant Coordination - Coordinate with subconsultants and all involved agencies to assure timely flow of information for each task activity.

1.4 PDT Meetings - Conduct monthly Project Development Team (PDT) meetings (18 assumed). This will include preparation and submittal of agenda and preparation of meeting notes for each PDT Meeting, distribution of meeting minutes and development of action items list. The agenda will be submitted at least one week prior to the meeting and the meeting minutes/action items will be submitted within one week after the meeting. A partnering/kick-off PDT meeting will be scheduled with CALTRANS and SCTA soon after the Notice-to-Proceed.

1.5 Technical Meetings - Attend meetings (18 assumed) such as design coordination meetings, workshop meetings, comment review sessions, and safety review meetings with SCTA, CALTRANS and other agencies to resolve issues. Meetings will be held during performance of each task or as needed by the CONSULTANT, SCTA, CALTRANS, or other agencies.

1.6 Management Review Meeting (MRM) - Attend the MRM at CALTRANS following the Final PS&E submittal.

1.7 Invoices/Progress Reports - Prepare and submit monthly progress reports and invoices in accordance with SCTA requirements. The CONSULTANT will submit an invoice for payment two weeks after the close of the invoicing period.

1.8 Risk Management - Risk management is a critical component of the project development process to minimize management by crisis, and surprises and problems. It also decreases overall project variances and increases efficiency. This process is recognized by CALTRANS and considered on many of their projects. A Risk Management Plan (RMP) will be prepared for the project to address potential issues, such as delays to critical path studies or reviews and discovery of additional data needs or unforeseen site conditions. Typical components of an RMP will include: (a) identification of project risks, (b) analysis of risks by probability of occurrence and impact to cost and schedule, (c) prioritization of risk, (d) development of risk response strategies, and (e) execution of the RMP by closely
monitoring project progress. The RMP will be reviewed, updated, and distributed on a quarterly basis, or as needed.

1.9 **Project Files** - Maintain Project files in accordance with CALTRANS’ Uniform Filing System and, when applicable, CALTRANS’ Bridge Memo to Designers.

1.10 **Quality Control** – Ensure that all documents requiring CALTRANS’ oversight review are prepared in accordance with CALTRANS’ 2015 Standard Plans and Specifications, guidelines and procedures. CONSULTANT will establish and implement a quality control procedure for all design services that includes performing in-house quality control reviews for each task, coordinating work to assure quality, accuracy and consistency of all documents, and ensuring compliance with other codes and standards as acceptable to CALTRANS and approved by SCTA.

**Deliverables**

The CONSULTANT will submit the following Task 1 deliverables:

- Meeting agendas and notes
- Monthly invoices and progress reports
- Risk Management Plan and updates as needed
- CPM Project Schedule and updates as needed
2.0  **TASK 2: PLANNING AND PRELIMINARY INVESTIGATIONS**

This task will consist of compiling and reviewing existing data pertinent to the Project and preparing the necessary supporting analysis and reports. Also included are planning phase activities, identifying and requesting supplemental information and surveys, conducting site visits/field review/field trips, coordination with adjacent projects, and obtaining information and requirements related to utilities, right-of-way, permits and geotechnical conditions. The CONSULTANT’s activities will include the following:

2.1  **Data Collection and Review**

The CONSULTANT will obtain and review available data and information necessary for final design of the Project. This information may be obtained from SCTA, CALTRANS, local agencies, utility companies, or other organizations. Data to be reviewed includes the following:

- Any previous report(s) or documents related to the proposed project area
- As-built plans
- Utility information
- Aerial photos, including digitized topography
- Survey control data
- Preliminary Layout Plans
- Layout Line Alignment
- Right-of-way information
- Pertinent historical correspondence
- Pavement structural cross-sections, when available
- Materials Report, if available
- LOTB sheet, if available
- Advanced Planning Studies from DPR
- Preliminary Hydraulics/Scour Report
- Foundation Reports, if available

CONSULTANT will obtain an Access Encroachment Permit from CALTRANS to conduct any necessary site investigations to thoroughly explore existing site conditions, take photographic records and verify topographic mapping features. Permits to Enter private property will also be requested from owners affected by the proposed Project improvements.

2.2  **Cooperative Agreements**

The CONSULTANT will assist SCTA to prepare and review drafts of all cooperative agreements needed with CALTRANS for the Project.

2.3  **Geometric Refinements**

The geometrics for the Project were approved during the development of the MSN B2 and B3 projects. We will perform informal Value Engineering (VE) early to identify additional cost-saving opportunities. Retaining wall locations and limits, stage construction, traffic handling, and environmental constraints will be collectively considered in this effort.
CONSULTANT will evaluate adding incremental improvements to the MSN B2 and/or MSN B3 projects. The CONSULTANT will review the Project to ensure that no additional mandatory and advisory design exceptions are required prior to commencing any detailed design work. Additional design exceptions, if discovered, will be submitted as supplemental Fact Sheets, for CALTRANS approval. The scope of work accounts for the preparation and approval of one round of Supplemental Fact Sheets.

2.4 Mapping and Field Survey

The CONSULTANT will utilize topographic base mapping previously developed for the MSN B2 and MSN B3 projects that was prepared in US survey feet based on NAD83 Epoch 1991.35 CCS Zone 3 Plane 29R (horizontal) and NAVD88 (vertically). The CONSULTANT will schedule and undertake supplement topographic field surveys at new retaining wall locations.

2.5 Utility Coordination

The CONSULTANT will undertake the following utility coordination for the project:

- Communicate with CALTRANS Right-of-Way Utility Coordinator and Right-of-Way Project Coordinator to ensure inclusion of the proper utility permit requirements and other utility data for R/W certification and design
- Request current utility mapping from all affected utility owners
- Review and update as-built utility information for the project area
- Prepare and submit “No Conflict” utility letters to each of the utility companies in the Project area
- Prepare a PE Certification of Utility Facilities for the 100% submittal
- Prepare Utility Encroachment Policy Variance Request (EPVR) Memorandum

2.6 Geotechnical Field Investigation and Testing

Based on the review of the existing Geotechnical and Materials Reports from the MSN B2 and MSN C3 projects, the majority of the work needed for the Project has been completed. For the retaining walls on the northern section of the project and the existing box culvert near the vineyard, a work plan outlining additional field exploratory borings and laboratory testing will be submitted for CALTRANS review and approval. Approximately twelve (12) exploratory borings will be drilled at the retaining wall, overhead sign, and box culvert locations to supplement existing data. Boring depths will range from about 30 feet for low walls (5± feet) to a maximum of 50 feet where a taller wall is anticipated along the southbound shoulder near “A” Line Station 110+00. Drilling permits for geotechnical borings will be obtained by CONSULTANT from the Sonoma County Permits and Resource Management Department. Notify Underground Services Alert (USA) 48 hours before drilling to locate all buried utilities in the vicinity of the proposed drilling locations.

All soil cuttings generated during the drilling of the borings will be placed in drums, sampled for possible contamination, and disposed of off-site following reception of the
analytical testing results and acceptance of the materials for disposal at a nearby Class 2 landfill. A photo-ionizing detector (PID) will be on-site during the exploration program to monitor the air around the borehole and samples for possible volatile contamination. If analytical results indicate that the soil cuttings cannot be disposed of at a nearest non-hazardous landfill, further testing and analysis may be required to dispose of the drums of soil at an appropriate facility. This would be beyond the scope of work for this Project.

All field personnel will be OSHA 40-hour trained for work at hazardous sites. CONSULTANT does not anticipate that potentially hazardous levels of contamination will be detected in the field. If contamination is detected with the PID or is observed in the soil or groundwater, work will be suspended; the boring backfilled and CALTRANS will be contacted for direction. All borings will be backfilled with neat cement grout as per County requirements at the completion of each drilling and sampling location.

Geotechnical laboratory tests will be completed to evaluate the index, compressibility and strength properties of the recovered samples and will include moisture content/dry density, Atterberg limits, sieve analysis, consolidation, unconfined compressive strength, unconsolidated undrained triaxial and “R” value for pavement design. Corrosion potential of the site soils will also be evaluated and will consist of soil pH, resistivity, sulfate content, and chloride content from samples obtained within the upper 1.5m of ground surface and just above the groundwater table. Field resistivity testing using the Wenner 4-pin method will also be performed to supplement the corrosion testing and analysis. Review available CALTRANS information.

2.7 Geotechnical Design and Materials Report

A Geotechnical Design and Materials Report (GDMR) will be prepared by CONSULTANT to identify geological hazards that may impact the design of standard plan retaining walls, the new overhead sign, and the box culvert extension/replacement, and for comparison of proposed alternative temporary and permanent pavement structural sections (e.g. PCC versus AC).

2.8 Foundation Report

A Foundation Report will be prepared by CONSULTANT to provide design parameters and recommendations for the retaining walls, special head wall structure at existing box culvert (if a culvert extension or replacement is considered unfeasible), earthwork cuts and fills associated with the retaining walls, and will include a corrosion evaluation. The Foundation Report will be prepared for review and approval by CALTRANS Division of Engineering Services (DES), Office of Special Funded Projects (OSFP). Foundation analysis and design will be based upon CALTRANS adopted AASHTO LRFD methodology. Seismic design parameters will be established using tools consistent with the 2010 CALTRANS Seismic Design Criteria version 1.6 (SDC).

2.9 Hazardous Materials Evaluation

The existing Site Investigation Reports from the MSN B2 and B3 projects will be evaluated by the CONSULTANT. The potential for aerially deposited lead (ADL) and metals, naturally occurring asbestos, pH, pesticides, and petroleum product residuals in the shoulder and median areas of Highway 101 is present.
In the course of the geotechnical field investigation by the CONSULTANT, samples will be collected from soil and rock materials and analyzed for naturally-occurring asbestos (NOA). Samples will be collected from a variety of lithological intervals that are expected to be disturbed in the course of construction. Samples will be collected based on visual observations with a focus on materials likely to contain asbestos. Requirements for asbestos air monitoring and mitigation during the construction phase will be incorporated into the PS&E, if necessary, based on the analytical results.

A Technical Memorandum summarizing the findings of the existing Site Investigation Reports and the analytical results for NOA will be prepared by the CONSULTANT and will include the recommendations for the Project related to hazardous materials.

2.10 Drainage Report

The CONSULTANT will conduct a study of local drainage and overland flood flow conditions, use historic drainage information, and prepare a Drainage Report to include the following:

- Existing conditions
- Unusual and special conditions
- Drainage mapping
- Hydraulic analysis
- Proposed modifications to existing drainage systems

2.11 Storm Water Data Report

A Storm Water Data Report (SWDR) is required on all projects with improvements within CALTRANS highway right-of-way and focuses on the storm water quality issues to construct the Project and implementation of appropriate temporary and permanent Best Management Practices (BMPs). The CONSULTANT will prepare a SWDR summarizing project impacts to water quality, general mitigation measures, and recommend best management practices. The SWDR will address only the impacts from roadway improvements and CONSULTANT will utilize CALTRANS standard SWDR checklists. CONSULTANT will address the needs for erosion control measures and recommend BMPs for the Project.

2.12 Storm Water Information Handout

The CONSULTANT will prepare a Storm Water Information Handout to include with the Information Handout submitted as part of the 100% PS&E package.

2.13 Hydromodification

The CONSULTANT will perform a hydromodification analysis to determine the magnitude of the impacts and the need for mitigation. Any proposed mitigation measures will be further evaluated to prove the adequacy of the measures. The mitigation measures will meet the criteria set by the Regional Water Quality Control Board and will be documented in a Hydromodification Study Report.
2.14 **Transportation Management Plan (TMP)**

A Transportation Management Plan (TMP) is needed if construction work on an existing roadway already experiencing recurrent delays and construction causes a significant increase in recurrent delays over an extended period of time. A TMP review is required for the project to establish if significant traffic delays are expected beyond those experienced by existing traffic along the Highway 101 corridor. Factors involved in this assessment will include cost-effectiveness, safety, public reaction, expected delays, availability of detours and alternate routes, and duration of construction activities. CONSULTANT will prepare a TMP Report summarizing the key findings of the TMP review.

2.15 **Lane Closure Report**

A Lane Closure Report will be prepared by the CONSULTANT to determine the duration of freeway, local streets and ramp lane closures during construction of the Project. CONSULTANT will evaluate existing 7 day 24 hour traffic counts used to develop the recommended lane closure charts for the MSN B2 and MSN B3 projects. CONSULTANT will perform lane closure calculations per CALTRANS’ standard methodology and submit a Lane Closure Report to CALTRANS for review and approval. This will also include Late Lane Closure Pickup calculations.

2.16 **Box Culvert Review**

CONSULTANT will analyze the existing box culvert that was constructed in 1929 for the proposed fill amounts, at this time assumed to be approximately 13 feet in depth. If the existing culvert can accommodate this amount of fill, CONSULTANT will prepare the PS&E for a box culvert extension on the west end. CONSULTANT will also investigate an alternative by investigating the reconstruction of a portion of the west end of the existing box culvert for adding an integral retaining wall spanning the culvert to eliminate the need for a box culvert extension.

If the existing box culvert does not have the capacity for the proposed fill amounts or if the alternative for reconstructing the west end of the culvert is not feasible, CONSULTANT will prepare the PS&E for a box culvert replacement in its entirety.

2.17 **Traffic Analysis for NB and SB HOV Lanes on Highway 101**

To support the proposed start/end of the HOV lane, CONSULTANT will conduct a freeway analysis using *HCS 2010 Facilities Module* software that includes all the sections of the freeway within the study limits for both directions of Highway 101 during the peak hour. HCM 2010 methodology was used for this analysis. A Traffic Analysis Memorandum will be prepared that summarizes the results of findings from the analysis of Existing, Year 2020 No Build and Year 2020 Build conditions.
Deliverables

The CONSULTANT will submit the following Task 2 deliverables:

- As needed Supplemental Fact Sheets (Draft/Final) (10 hardcopies)
- Utility Notice to Owners of No Conflicts
- Geotechnical Design and Materials Report (35%, 65%, 95% and 100% Submittals) (15 hardcopies)
- Foundation Report (35%, 65%, 95% and 100% Submittals) (15 hardcopies)
- Drainage Report (35%, 65%, 95% and 100% Submittals) (15 hardcopies)
- Storm Water Data Report (35%, 65%, 95% and 100% Submittals) (15 hardcopies)
- Hydromodification Study Report (35%, 65%, 95% and 100% Submittals) (15 hardcopies)
- Storm Water Information Handout (100% Submittal) (15 hardcopies)
- TMP Report (35%, 65%, 95% and 100% Submittals) (10 hardcopies)
- Lane Closure Report (35%, 65%, 95% and 100% Submittals) (10 hardcopies)
- Traffic Analysis Memorandum (Draft / Pre-Final / Final) (10 hardcopies)
- Hazardous Materials Technical Memorandum (35%, 65%, 95% and 100% Submittals) (10 hardcopies)
- EPVR Memorandum (Draft / Pre-Final / Final) (10 hardcopies)
- Written responses to comments
3.0 **TASK 3: PRELIMINARY ENGINEERING (35%)**

This task will consist of Structure Type Selection for the retaining walls and development of the plans, specifications and estimates for the Preliminary Engineering (35%) submittal following concurrence on the final geometrics by SCTA and CALTRANS.

The CONSULTANT will submit the following:

3.1 **Preliminary Highway and Retaining Wall Plan Sheets**

CONSULTANT will prepare, coordinate and submit preliminary design plan sheets in English units for all highway design, and assure that interface information is provided to the other design consultants. Plans will be prepared in accordance with CALTRANS’ 2015 Standard Plans and Specifications, requirements stated in the CALTRANS’ (RTL Guide) and, where applicable, to the OSFP Information and Procedures Guide and the Drafting and Plans Manual. CONSULTANT will prepare the necessary preliminary design plan sheets for the Preliminary Engineering (35%) submittal including:

- **Skeleton Geometric Design Sheets** will be prepared at a scale of 1”=50’. Skeleton sheets will include basic horizontal and vertical layout information and identify all major construction features. These sheets will include the topographic base mapping.

- **Typical Cross Sections** for the highway will be based on the approved standard sections, including pavement structural sections

- **Utility Sheets** showing existing utilities will be prepared at a scale of 1”=50’

- **Drainage Layout Sheets** will be prepared at a scale of 1”=50’

- **Pavement Delineation Sheets** will be prepared at a scale of 1”=50’

- **Sign Sheets** showing existing signs and concepts for proposed signs will be prepared at a scale of 1”=50’. CONSULTANT will field survey and develop inventory of existing signs and confirm with as-builts.

- **Retaining Wall Layout Sheets** will be prepared at a scale of 1”=20’

**Other pertinent plans:** CONSULTANT will be fully responsible for preparing and submitting an adequate number and type of plans at the 35% submittal milestone in order to receive CALTRANS' and other agencies' comments early in the design phase to minimize change in subsequent tasks. Other plans, such as stage construction and traffic handling may be submitted for review by the appropriate CALTRANS departments.

**Structures Aesthetics:** CONSULTANT will coordinate with SCTA and CALTRANS on the aesthetic treatment of structures such as the retaining walls.
3.2 Preliminary Construction Quantities and Cost Estimate

CONSULTANT will prepare Preliminary Construction Quantity Estimates for the Project. Estimates will be prepared using a format acceptable to SCTA and CALTRANS District 4 and will be in accordance with Section 7, Project Estimate of Cost, of CALTRANS’ Ready To List And Construction Contract Award Guide (RTL Guide), latest revision.

CONSULTANT will prepare a list of all construction work items required for the Project and a quantity estimate for each. Codes for additional items will be based upon CALTRANS’ Standard Items of Work Codes.

CONSULTANT will prepare a Preliminary Construction Cost Estimate for the Project. The cost estimate will identify construction work items, quantities, unit costs, and summarize the estimated total Project cost, including allowances for supplemental work, owner furnished materials, expenses, mobilization and contingencies.

3.3 Preliminary Construction Schedule

The CONSULTANT will prepare a preliminary CPM Construction Schedule for the Project using Microsoft Project. The CONSULTANT will coordinate all mitigation, highway and structures construction schedule information and utilize it to prepare the Project Construction Schedule.

3.4 Structure Type Selection for Retaining Walls

The Project will require five new retaining walls and modifications to a retaining wall to be constructed by the MSN B2 project.

Along southbound Highway 101, one new retaining wall at PM 2.0 will be needed to accommodate the lowered profile of the mainline and to avoid right of way impacts to an adjacent residential parcel. The wall is expected to be approximately 500 feet long with a maximum height of approximately 12 feet. There is evidence of shallow landslides near the wall location. CONSULTANT proposes to perform geotechnical investigations to evaluate any potential landslide issues. The retaining wall type will be selected based on the results of geotechnical investigations and right of way considerations. Because of questionable soil conditions, this wall is assumed to be non-standard, special design, possibly a wall with soil anchors, soil reinforcement, lagging and/or piles.

Along northbound Highway 101, a 700 foot long retaining wall at PM 2.2 to be constructed by the MSN B2 project will need to be raised by up to 12 feet to accommodate the raised profile of the mainline. CONSULTANT designed this wall to accommodate the ultimate design height required for the Project so that only the stem of the wall will need to be modified by exposing and splicing the existing bar reinforcement. We assume little or no analysis will be required for this design, only the preparation of plan details and supporting contract documents. It is assumed that this retaining wall was a standard wall utilizing 2010 Revised Standard Plans that incorporated AASHTO LRFD Design Specifications, 4th Edition with California amendments.

Along the on-ramp from Kastania Road to southbound Highway 101, a retaining wall is needed where the widened on-ramp cuts into an adjacent hillside. This wall is assumed to be nonstandard and special design.
Three additional retaining walls will need to be constructed between the northbound Highway 101 outside shoulder and the new Petaluma Boulevard South roadway to be constructed by the MSN B2 project. The retaining walls include two 4-foot high walls that are approximately 700 feet and 300 feet in length respectively. The third wall is a longitudinal extension of the retaining wall to be constructed by the MSN B2 project, and is approximately 200 feet in length with a maximum height of 12 feet. This wall is proposed to minimize excavation within the new Petaluma Boulevard South to be constructed by the MSN B2 project.

The CONSULTANT assumes that all five new retaining walls and the modified retaining wall are all nonstandard, which will require structures design effort and review and approval by CALTRANS’ DES OSFP staff. The CONSULTANT will develop a General Plan for the proposed retaining walls. Type Selection Reports will be prepared for CALTRANS review followed by attendance at a Type Selection Meeting with CALTRANS’ DES OSFP staff to reach consensus on the final design requirements for each retaining wall. Type Selection approval will be obtained upon resolution of any comments or concerns for each retaining wall.

3.5 Quality Control (QC) Review

The CONSULTANT will perform an in-house QC review.

Deliverables

The CONSULTANT will submit the following Task 3 deliverables:

- 35% Combined Highway and Retaining Wall Plans (40 hardcopy sets)
- Preliminary Construction Cost Estimate (40 hardcopies)
- Preliminary Construction Schedule (10 hardcopies)
- Type Selection Report (15 hardcopies)

For required reviews by CALTRANS’ DES OSFP staff of the retaining wall design and associated reports including the Foundation Report, CONSULTANT will follow the OSFP Information and Procedures Guide list of deliverables for separate submittal to CALTRANS DES OSFP.
4.0 **TASK 4: FINAL PS&E (UNCHECKED 65%)**

This task will consist of responses to comments from the 35% submittal and continued development of plans, specifications and estimates for the Final PS&E (Unchecked 65%). The CONSULTANT will provide the comment responses in written form, including justification for any comments not incorporated. The CONSULTANT will hold meetings if required, to resolve any outstanding issues.

The CONSULTANT will submit the following:

4.1 **Highway and Retaining Wall Plan Sheets**

The CONSULTANT will prepare all final design plan sheets for the Final PS&E (Unchecked 65%) submittal including:

<table>
<thead>
<tr>
<th>ID Code</th>
<th>Sheet Name</th>
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<tbody>
<tr>
<td>Letter</td>
<td></td>
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<td>--</td>
<td>Title Sheet</td>
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<td>X</td>
<td>Typical Cross Sections</td>
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<td>K</td>
<td>Key Map and Line Index</td>
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<td>L</td>
<td>Layout</td>
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<td>P</td>
<td>Profile and Superelevation Diagram</td>
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<tr>
<td>C</td>
<td>Construction Details</td>
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<tr>
<td>G</td>
<td>Contour Grading</td>
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<tr>
<td>WPC</td>
<td>Temporary Water Pollution Control Details</td>
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<tr>
<td>EC</td>
<td>Erosion Control Plans</td>
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<tr>
<td>D</td>
<td>Drainage Plan, Profiles, Details, and Quantities</td>
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<td>U</td>
<td>Utility Plan</td>
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<td>Detour Plans</td>
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<td>Construction Area Signs</td>
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<td>Pavement Delineation Plan, Details, and Quantities</td>
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<td>S</td>
<td>Sign Plan, Details, and Quantities</td>
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<tr>
<td>Q</td>
<td>Summary of Quantities</td>
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<tr>
<td>R</td>
<td>Retaining Wall Plan, Details, and Quantities</td>
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<tr>
<td>E</td>
<td>Electrical Plans (Lighting, TOS and ramp metering)</td>
</tr>
</tbody>
</table>

Upon approval of the Type Selection Report, the CONSULTANT will proceed with the final structure design for the retaining walls creating design calculations, details and construction documents according to CALTRANS procedures and the design criteria decided upon at the project onset. Coordination with other disciplines will be required to assure project continuity.
4.2 Electrical Plan Sheets

CONSULTANT will verify electrical as-built plans in the field. Based on the obtained information, CONSULTANT will prepare electrical plans for the Project for the following electrical items:

- Modification of Traffic Monitoring Station (TMS) (Four locations)
- Modification of Extinguishable Message Sign (EMS) System (One location)
- Modification of CCTV (Two locations)
- Removal of Wireless Magnetometer Vehicle Detection System (WMVDS) and installation of TMS (Two locations)
- New CCTV (One location)
- New Traffic Monitoring Station (One location)

The electrical design will also include the temporary modification of these electrical items during construction stages (assume temporary modification for one construction stage).

4.3 Preliminary Unedited Special Provisions

The CONSULTANT will review CALTRANS' English 2015 Standard Specifications and the current applicable English version of CALTRANS' Standard Special Provisions.

For all work items necessary for construction of the Project, the CONSULTANT will assemble data and prepare drafts of (1) necessary modifications to the Standard Special Provisions, and (2) additional specifications which may be necessary. CALTRANS will prepare the “boiler plate” special provisions.

4.4 Updated Construction Quantities and Cost Estimate

The CONSULTANT will update the Construction Quantities and Cost Estimates to reflect design development from Preliminary Engineering (35%) to Unchecked Design (65%), and will promptly notify SCTA of any differences.

4.5 Updated Construction Schedule

The CONSULTANT will update the CPM Construction Schedule to reflect design development from Preliminary Engineering (35%) to Unchecked Design (65%), and will promptly notify SCTA of any differences.

4.6 Quality Control (QC) Review

The CONSULTANT will perform an in-house QC review.

4.7 Constructability Review

The CONSULTANT will participate in a Constructability Review at the 65% submittal. It is assumed that SCTA will provide a representative to conduct the Constructability Review. The CONSULTANT will coordinate the Constructability Review meeting and address the comments generated by the review including providing explanation for comments not incorporated into the design.
Deliverables

The CONSULTANT will submit the following Task 4 deliverables:

- 65% Combined Highway, Electrical and Retaining Wall Plans (40 hardcopy sets)
- 65% Preliminary (Unedited) Special Provisions (40 hardcopies)
- Updated Construction Cost Estimate (40 hardcopies)
- Updates Construction Schedule (10 hardcopies)
- Written responses to the 35% submittal review comments

For required reviews by CALTRANS' DES OSFP staff of the retaining wall design and associated reports including the Foundation Report, CONSULTANT will follow the OSFP Information and Procedures Guide list of deliverables for separate submittal to CALTRANS DES OSFP.
5.0 **TASK 5: FINAL PS&E (CHECKED 95%)**

This task will consist of responses to comments from the 65% submittal and continued development of plans, specifications and estimates for the Final PS&E (Checked 95% submittal). The CONSULTANT will provide the comment responses in written form, including justification for any comments not incorporated. The CONSULTANT will hold meetings if required, to resolve any outstanding issues.

It is assumed that all necessary Fact Sheets documenting non-standard design features have been reviewed and approved by CALTRANS prior to submitting the Final PS&E (Checked 95% PS&E) documents. CONSULTANT will perform the following activities:

5.1 **Highway, Electrical and Retaining Wall Plan Sheets**

The CONSULTANT will incorporate all agreed upon comments received from CALTRANS, SCTA, and other agencies into the design plan sheets submitted as outlined in Task 4 and prepare complete highway, electrical and retaining wall plans.

5.2 **Special Provisions**

The CONSULTANT will incorporate all agreed upon comments into the Special Provisions and prepare Special Provisions that are specific to the Project for use with CALTRANS' 2015 Standard Specifications. SSP’s will be submitted in MS Word format.

The CONSULTANT will assure that every construction work item for the Project has a method of payment stated in the Specifications and is accounted for in the Construction Cost Estimate.

The CONSULTANT will provide a draft submittal to CALTRANS for approval of nonstandard special provisions, if any.

5.3 **Updated Construction Quantities and Cost Estimate**

The CONSULTANT will update the Construction Quantities and Cost Estimates to reflect design development from Unchecked Design (65%) to Checked Design (95%), and will promptly notify SCTA of any differences.

5.4 **Updated Construction Schedule**

The CONSULTANT will update the CPM Construction Schedule to reflect design development from Unchecked Design (65%) to Checked Design (95%), and will promptly notify SCTA of any differences.

5.5 **Independent Structural Check**

CONSULTANT will perform an independent check of all drawings and calculations for the nonstandard retaining walls per CALTRANS Standard procedure. CONSULTANT will prepare independent quantity calculations for the nonstandard retaining walls and review the special provisions independently.
5.6 Quality Control (QC) Review

The CONSULTANT will perform an in-house QC review.

Deliverables

The CONSULTANT will submit the following Task 5 deliverables:

- 95% Combined Highway, Electrical and Retaining Wall Plans (40 hardcopy sets)
- 95% Edited Special Provisions (40 hardcopies)
- Draft Nonstandard Special Provisions for CALTRANS Construction Concurrence/Owner Approval (Electronic via email)
- Updated Construction Cost Estimate (40 hardcopies)
- Updated Construction Schedule (10 hardcopies)
- Independent Structural Check Calculations (15 hardcopies)
- Independent Structural Quantity Calculations (15 hardcopies)
- Written responses to the 65% submittal review comments

For required reviews by CALTRANS’ DES OSFP staff of the retaining wall design and associated reports including the Foundation Report, CONSULTANT will follow the OSFP Information and Procedures Guide list of deliverables for separate submittal to CALTRANS DES OSFP.
6.0  **TASK 6: FINAL PS&E (100%)**

This task will consist of responses to comments from the 95% submittal and continued development of plans, specifications and quantities for the Final PS&E (100% submittal). The CONSULTANT will provide the comment responses in written form, including justification for any comments not incorporated. The CONSULTANT will hold meetings if required, to resolve any outstanding issues.

The submittal will be a complete, bid-ready set of documents, checked, stamped and signed for review and concurrence by CALTRANS District Office Engineer (DOE). CONSULTANT will perform the following activities:

6.1  **Final Highway, Electrical and Retaining Wall Plan Sheets**

The CONSULTANT will incorporate all agreed upon comments received from CALTRANS, SCTA, and other agencies into the final design plan sheets submitted as outlined in Task 5 and prepare complete highway, electrical and retaining wall plans.

6.2  **Final Special Provisions**

The CONSULTANT will incorporate all agreed upon comments into the Special Provisions and prepare the final Special Provisions that are specific to the Project for use with CALTRANS' 2015 Standard Specifications. SSP's will be submitted in MS Word format.

If needed, the CONSULTANT will provide a revised final submittal to CALTRANS for approval of nonstandard special provisions, if any.

Upon concurrence by CALTRANS, the CONSULTANT will submit the SSP signature and seal sheet.

6.3  **Final Construction Quantities and Cost Estimate**

The CONSULTANT will finalize the Construction Quantities and Cost Estimates. CONSULTANT will prepare a Cost Certification Form/Memorandum and Supplemental Work Items Justification Memorandum for review and approval by CALTRANS.

6.4  **Final Construction Schedule**

The CONSULTANT will finalize the CPM Construction Schedule.

6.5  **Informational Handout and PS&E Submittal Memorandum**

The CONSULTANT will prepare the Informational Handout and PS&E Submittal Memorandum.

6.6  **Quality Control (QC) Review**

The CONSULTANT will perform an in-house QC review.
Deliverables

The CONSULTANT will submit the following Task 6 deliverables:

• 100% Combined Highway, Electrical and Retaining Wall Plans (40 hardcopy sets)
• 100% Edited Special Provisions (40 hardcopies)
• Final Nonstandard Special Provisions for CALTRANS Construction Concurrence/Owner Approval (Electronic via email)
• Final Construction Cost Estimate (40 hardcopies)
• Final Construction Schedule (10 hardcopies)
• Information Handout (Electronic on CD)
• PS&E Submittal Memorandum (Electronic via email)
• PE Certification of Utility Facilities (Electronic via email)
• Cost Certification Memorandum/Form (Electronic via email)
• Supplemental Work Items Justification Memorandum (Electronic via email)
• Written responses to the 95% submittal review comments

For required reviews by CALTRANS’ DES OSFP staff of the retaining wall design and associated reports including the Foundation Report, CONSULTANT will follow the OSFP Information and Procedures Guide list of deliverables for separate submittal to CALTRANS DES OSFP.
7.0 **TASK 7: FINAL PS&E (RTL)**

Following approval by CALTRANS DOE, this task will involve finalizing all necessary documents for CALTRANS to have the Project Ready to List (RTL).

The submittal will be a complete, bid-ready set of documents, checked, stamped and signed for review and concurrence by CALTRANS Headquarters Office Engineer (HQOE). CONSULTANT will perform the following activities:

7.1 **Final Bid Documents**

The CONSULTANT will incorporate all agreed upon comments received from CALTRANS HQOE and finalize the plans, Special Provisions and estimate ready for advertisement by CALTRANS.

The CONSULTANT will prepare the Highway Planting plan sheets, Special Provisions, and estimate for replacement planting due to tree removal within the project limits.

7.2 **Resident Engineer's File**

The CONSULTANT will prepare and submit a Resident Engineer's file in accordance with CALTRANS' Project Development Activities Guide, OSFP Information and Procedures Guide, Bridge Memo to Designers and include all project relevant items identified in the Resident Engineer's file check-off list.

The CONSULTANT will insure that the appropriate Resident Engineers' File items are in ENGINEERING SERVICES format and assure consistency of all the design documents.

The following items, as a minimum, will also be included:

- Copies of final environmental permits and agreements
- Design cross sections
- Slope staking notes
- Final Geotechnical Design and Materials Report
- Final Foundation Report
- Final Drainage Report
- R/W Hardcopy Maps
- Encroachment Permits
- Utility correspondence including contact information and record maps

7.3 **Survey File**

The CONSULTANT will prepare a Survey File and submit it to CALTRANS. The Survey File is due to CALTRANS 30 days prior to construction contract advertisement. The Survey File submittal will conform to CALTRANS' Project Development Activities Guide and include:

- Control traverses and bench circuits used to design the Project
- Alignment traverses of all center lines
- Traverses with coordinates on retaining wall layout lines
7.4 CALTRANS CAD Submittal

CONSULTANT will prepare submittals to CALTRANS in DGN format for roadway, electrical and retaining wall plans including existing and new Log of Test Borings. As Built Log of Test Borings may be scanned into DGN files. The plans will comply with CALTRANS current Users Manual and Drafting and Plans Manual.

7.5 Quality Control (QC) Review

The CONSULTANT will perform an in-house QC review.

Deliverables

The CONSULTANT will submit the following Task 7 deliverables:

- Bid Ready Package (Electronic on CD)
- Resident Engineer’s File (2 binder sets, Electronic on CD)
- Survey File (Electronic on CD)
- CALTRANS CAD Submittal (Electronic on CD)
- Written responses to comments

For required reviews by CALTRANS’ DES OSFP staff of the retaining wall design and associated reports including the Foundation Report, CONSULTANT will follow the OSFP Information and Procedures Guide list of deliverables for separate submittal to CALTRANS DES OSFP.
8.0 TASK 8: RIGHT-OF-WAY ENGINEERING AND SUPPORT

The need for additional permanent right-of-way for the development of the Project is not anticipated as the MSN B2 and MSN B3 projects acquired the necessary right-of-way for the Project. We also do not anticipate the need for any temporary construction easements for work outside the State right-of-way. An encroachment permit from the County of Sonoma may be required along the Petaluma Boulevard South extension to be constructed in the MSN B2 project if the roadway is relinquished to the County prior to construction of the Project.

CONSULTANT will coordinate with SCTA and CALTRANS to assure that all right-of-way information for the Project is current and prepare a Right-of-Way Certification for review and approval by CALTRANS that will be necessary for RTL.

Deliverables

The CONSULTANT will submit the following Task 8 deliverables:

- As needed encroachment permit applications (Electronic via email)
- R/W Certification (Electronic via email)
9.0 TASK 9: PERMIT APPLICATIONS AND OBTAIN PERMITS

CONSULTANT will prepare drafts of all permit applications and correspondence for the Project that will be reviewed by CALTRANS' Project Development. The Final PS&E (Checked 95%) submittal will be used in preparing necessary environmental assessments and/or conceptual re-vegetation plans to accompany draft permit applications.

The permit applications will include all attachments and exhibits and will fulfill all applicable conditions identified in the permits to meet CALTRANS requirements as indicated in the RTL Guide, Cover Memorandum Attachment A, and the OSFP Information and Procedures Guide latest editions or current policy.

CONSULTANT will conduct a wetlands delineation of the accessible portion of the project area. GIS analysis will be conducted to determine specific locations with overlapping or gaps in features for field review. The field review and delineation of wetlands and other waters will be conducted from approximately Kastania Rd north to approximately the Old Redwood Highway Overcrossing. The CONSULTANT shall prepare a jurisdictional wetlands and waters memo, using existing maps and information, and data gathered in the field suitable for submittal to the Army Corps of Engineers (ACOE). This memo will contain a description of study objectives, methods, and results, and will be an update to the jurisdictional determination issued in November 2009. Graphics depicting the locations of all potential jurisdictional waters of the United States including wetlands will be prepared at a scale per ACOE requirements. CONSULTANT will coordinate with ACOE to reach concurrence on the revised wetland delineations.

Permits required include: a Clean Water Act (CWA) Section 404 permit from the Army Corps of Engineers (Corps), a CWA 401 Water Quality Certification from the Regional Water Quality Control Board (RWQCB), and a Section 1602 Streambed Alteration Agreement from the California Department of Fish and Wildlife (CDFW). Draft permit applications will be prepared and submitted as part of the 95% submittal to CALTRANS who will coordinate agency review to obtain these permits.

After receipt of permits from the permitting agencies, CONSULTANT will review conditions of all Project permits, determine if conditions can be accommodated in the Project, and update the bid documents accordingly and prior to RTL, if necessary.

Deliverables

The CONSULTANT will submit the following Task 9 deliverables:

- Draft and Final Army Corps of Engineers Permit Application (5 hardcopies)
- Draft and Final Regional Water Quality Control Board Permit Application (5 hardcopies)
- Draft and Final California Department of Fish and Wildlife Permit Application (5 hardcopies)
- Draft and Final Wetlands Survey Report
- Written responses to comments
10.0  **TASK 10: BID SUPPORT AND DESIGN SERVICES DURING CONSTRUCTION SUPPORT**

10.1  **Bid Support**

Construction contract advertisement will be the responsibility of CALTRANS. The CONSULTANT will provide engineering support services to support the construction advertisement and bidding phase of the Project. The following types of services are anticipated under this task:

- Assist CALTRANS with written responses to bidder inquiries received through the CALTRANS
- Assist CALTRANS to prepare bid addendums
- Assist CALTRANS to evaluate bids received

10.2  **Design Services During Construction**

Construction administration will be undertaken by CALTRANS. CONSULTANT will provide design support services during the construction phase of the Project. The following types of services are anticipated under this task:

- Attend Pre-Construction meeting
- Assist CALTRANS with written responses to contractor requests for information (RFI)
- Review and comment on construction change orders (CCO’s) prepared by CALTRANS
- Participate in weekly construction meetings by conference call
- Attend up to five (5) site visits requested by the CALTRANS during construction
- Prepare as-built plans in conformance with CALTRANS standards and procedures based on marked up redlined plans provided by the RE.
- Provide technical support and design advice to CALTRANS construction management staff

CONSULTANT assumes that CALTRANS will review and approve all contractor submittals.

**Deliverables**

The CONSULTANT will submit the following Task 10 deliverables:

- As-Built Plans (Hardcopy 11” x 17” size, 1 set)
- As-Built Plans (Electronic on CD, Microstation, 1 set)
MILESTONE SCHEDULE

CONSULTANT will perform and complete the Work described in the Scope of Services in accordance with the Milestone Schedule provided in this Section.

<table>
<thead>
<tr>
<th>Milestone Activity</th>
<th>Date</th>
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<tbody>
<tr>
<td>Begin PS&amp;E (Notice to Proceed)</td>
<td>5/2013</td>
</tr>
<tr>
<td>Preliminary Engineering (35%)</td>
<td>8/2013</td>
</tr>
<tr>
<td>Final PS&amp;E (Unchecked 65%)</td>
<td>12/2013</td>
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<td>3/2014</td>
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<tr>
<td>Final PS&amp;E (RTL)</td>
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<tr>
<td>R/W Certification</td>
<td>8/2017</td>
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<tr>
<td>RTL</td>
<td>8/2017</td>
</tr>
<tr>
<td>Begin Construction</td>
<td>1/2018</td>
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</tbody>
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ASSUMPTIONS

The estimate of labor hours and time scheduled to perform the work is limited by the following assumptions and those noted elsewhere within the Scope of Services.

Project Management:
- Final PS&E phase duration from Notice to Proceed to RTL is 52 months
- Construction phase duration is 18 months
- Caltrans will advertise, award and administer the construction contract (AAA)

Right of Entry:
- Encroachment permit applications to perform design activities within CALTRANS and County right of way will be prepared by CONSULTANT
- No access to private properties will be required
- No fees to acquire the encroachment permits

Environmental:
- The Project is environmentally cleared. No additional environmental studies or revalidation of the previously approved Environmental Documents is necessary for the Project
- No further public outreach

Survey:
- All surveys will conform to the current CALTRANS Surveys Manual, with appropriate datum
- Survey work will be performed during daylight hours, based on an eight hours workday

Right of Way:
- No additional temporary or permanent right-of-way is needed for the Project

Utilities:
- No additional utility relocations are required for the Project
Structures:
• There are no new or modified bridges or sound walls

Traffic:
• Additional collection and evaluation of traffic count data beyond that already collected and evaluated for the MSN B2 and MSN B3 projects is not needed

Units:
• All project deliverables will be prepared in English units

Standards:
• All project deliverables will be prepared in accordance with the CALTRANS 2015 Standard Plans and Specifications
• The Microstation drafting and In-Roads computer aided design software platforms will be used for the development of the PS&E.

Reviews and Submittals:
• CONSULTANT will submit technical reports once in draft and once in final form, the intent being one review and one revision per document, unless otherwise specified
• No electrical design plan sheets included with the 35% submittal
• No Special Provisions included with the 35% submittal
## MSN - B2 Phase 2 Median Widening Project
### PSE Phase
#### Estimated Cost

<table>
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<tr>
<th><strong>Task</strong></th>
<th><strong>Task 1</strong></th>
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<th><strong>Task 3</strong></th>
<th><strong>Task 4</strong></th>
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|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|
| WRECO | $0 | $191,039 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | **$191,039** |
| Y&C Engineering | $0 | $5,951 | $27,048 | $15,147 | $12,021 | $11,360 | $0 | $0 | $0 | **$77,478** |
| Cal Safety | $0 | $3,540 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | **$3,540** |
| V&A | $0 | $8,960 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | **$8,960** |
| CH2M | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $43,991 | $0 | $43,991 |

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### EXHIBIT C-2

**MSN - B2 Phase 2 Median Widening Project**

**LABOR HOURS ESTIMATE**

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**Task 1**

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**Task 4**

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<td>Construction Schedule</td>
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EXHIBIT C-2
MSN - B2 Phase 2 Median Widening Project
LABOR HOURS ESTIMATE

Task 7

Subtotal

38

476

480

560

4
4

20
8

8

28

0

R/W Engineering and Support
8.01
Encroachment Permits
8.02
R/W Certification
Task 8

Subtotal

0

Permit Applications and Obtain Permits
9.01
Environmental Permits
9.01
Construction General Permit Compliance
9.01
Revised JD Mapping
Task 9

4

Subtotal

0

Bid Support and Design Support During Construction
10.01
Bid Support
10.02
Design Support During Construction (Assume 18 Month Duration)
Task 10

40

Subtotal

0

Total Project Hours

92

TOTAL HOURS BY PERCENT

0.7%

80

80

80

0

100

0

0

0

0

0

0

0

0

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112

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1,542

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10

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20

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40

10

120

20

40

70

80

260

80

40

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20

40

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164
124
76

140

2,508

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284

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0

70

80

260

80

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0

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89

658
144
104
20
12
12
44
12
84

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0

0

40

20

0

89

84

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0

0

20

0

40
20

60

24

4

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60

60

24

8
40

16
80

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180

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540

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360

48

96

220

560

400

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573

35

90

356

16,803

9,500

29,540

6,900

24,500

0.5%

1.5%

2.0%

0.9%

5.3%

4.0%

4.0%

0.7%

0.7%

3.9%

0.1%

1.1%

3.4%

0.1%

0.3%

0.6%

0.3%

1.0%

100.0%

10.6% 3.4% 0.2% 0.5% 2.1% 100.0%

56.5% 175.8%

41.1%

145.8% 70.8%

8.2% 12.0% 17.8% 17.8% 11.0% 2.0%

0

44
12

528
20
0

20
80

20

56

3,000

2,104
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164
124
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12

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144
104
20
12
12
44
12
84

84

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Env Permit Fees

204

104

Postage, Travel, Misc.

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40

340
40
40
40
20

10

Printing

396

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Geotech Testing

18
4
4
4
8

Final PS&E (RTL)
7.01
Bid Documents
7.02
Resident Engineer's File
7.03
Survey File
7.04
Caltrans CAD Submittals
7.05
QC Review

Geotech Drilling

160

Environmental Testing

200

Total

352

CH2M

88

V&A

40

0

Cal Safety

Subtotal

Y&C Engineering

Task 6

WRECO

8
40

URS LABOR TOTAL

40

8

Landscape Arcitect

20

Sr. Landscape
Architect

160

Survey Technician

120

Survey PM

120
120
40
16
8

Survey Manager

40

Env Professional

8
4
4
4
4
4
4
4
4

Final PS&E (100%)
6.01
Consolidated Plans
6.02
Consolidated Special Provisions
6.03
Consolidated Quantities and Cost Estimate
6.03
Cost Certification Memorandum/Form
6.03
Supplemental Work Items Justification Memorandum
6.04
Construction Schedule
6.05
Informational Handout
6.05
PS&E Submittal Memorandum
6.06
QC Review

Sr. Env Professional

0

Environmental
Manager

0

Traffic Engineer

40

Sr. Traffic Engineer

120

Structure QA/QC

240

Structure CAD

Geotechnical Sr.
Engineer

320

Structural Engineer

Geotechnical Manager

208

Sr. Structural Engineer

Admin

48

Structures Manager

CAD

0

Geotechnical Engineer

Staff Engineer

Subtotal

Project Engineer

Task 5

Sr. Project Engineer

DELIVERABLE

Project Manager

ID CODE

Principal-In-Charge

URS LABOR

1,000

0

11,900 15,000
89.3%

For purposes of the estimate, rates are estimated average for each position
Billing rates are determined by actual salary at time of service times audited multiplier
Annual escalation occurs each January 1
Billing rate increases do not increase contract limit

U:\28645460 MSN Sonoma Phase 2\01-PM\Contract\03 - Amendment 02\MSN Phase 2 - 52 Month Design Estimate 2017-02-22.xlsx

2/22/2017 139


## EXHIBIT C-3
### MSN - B2 Phase 2 Median Widening Project
#### Estimated Cost

**DIRECT LABOR**

<table>
<thead>
<tr>
<th>Position</th>
<th>Hours</th>
<th>Rate</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal-In-Charge</td>
<td>92</td>
<td>115.00</td>
<td>$10,580</td>
</tr>
<tr>
<td>Project Manager</td>
<td>1148</td>
<td>75.40</td>
<td>$86,559</td>
</tr>
<tr>
<td>Sr. Project Engineer</td>
<td>1682</td>
<td>73.92</td>
<td>$124,333</td>
</tr>
<tr>
<td>Project Engineer</td>
<td>2488</td>
<td>47.50</td>
<td>$118,180</td>
</tr>
<tr>
<td>Staff Engineer</td>
<td>2480</td>
<td>44.00</td>
<td>$109,120</td>
</tr>
<tr>
<td>CAD</td>
<td>1532</td>
<td>52.00</td>
<td>$79,664</td>
</tr>
<tr>
<td>Admin</td>
<td>280</td>
<td>30.79</td>
<td>$8,621</td>
</tr>
<tr>
<td>Geotechnical Manager</td>
<td>70</td>
<td>80.12</td>
<td>$5,608</td>
</tr>
<tr>
<td>Geotechnical Sr. Engineer</td>
<td>214</td>
<td>73.40</td>
<td>$15,708</td>
</tr>
<tr>
<td>Geotechnical Engineer</td>
<td>280</td>
<td>44.24</td>
<td>$12,387</td>
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<tr>
<td>Structures Manager</td>
<td>122</td>
<td>90.08</td>
<td>$10,990</td>
</tr>
<tr>
<td>Sr. Structural Engineer</td>
<td>740</td>
<td>76.00</td>
<td>$56,240</td>
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<tr>
<td>Structural Engineer</td>
<td>556</td>
<td>61.20</td>
<td>$34,027</td>
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<tr>
<td>Structure CAD</td>
<td>560</td>
<td>40.00</td>
<td>$22,400</td>
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<tr>
<td>Structure QA/QC</td>
<td>100</td>
<td>69.00</td>
<td>$6,900</td>
</tr>
<tr>
<td>Sr. Traffic Engineer</td>
<td>100</td>
<td>46.16</td>
<td>$4,616</td>
</tr>
<tr>
<td>Traffic Engineer</td>
<td>548</td>
<td>32.56</td>
<td>$17,843</td>
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<tr>
<td>Environmental Manager</td>
<td>16</td>
<td>74.56</td>
<td>$1,193</td>
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<tr>
<td>Sr. Env Professional</td>
<td>160</td>
<td>63.36</td>
<td>$10,138</td>
</tr>
<tr>
<td>Env Professional</td>
<td>480</td>
<td>35.52</td>
<td>$17,050</td>
</tr>
<tr>
<td>Survey Manager</td>
<td>20</td>
<td>60.00</td>
<td>$1,200</td>
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<tr>
<td>Survey PM</td>
<td>40</td>
<td>57.50</td>
<td>$2,300</td>
</tr>
<tr>
<td>Survey Technician</td>
<td>80</td>
<td>38.00</td>
<td>$3,040</td>
</tr>
<tr>
<td>Sr. Landscape Architect</td>
<td>40</td>
<td>72.00</td>
<td>$2,880</td>
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<tr>
<td>Landscape Architect</td>
<td>140</td>
<td>38.00</td>
<td>$5,320</td>
</tr>
</tbody>
</table>

| Total Direct Labor              | 13,968|        | $766,897 |
| Overhead                        | 121.466% |       | $931,534 |
| Fee                             | 10%   |        | $169,843 |
| Labor Escalation (52 month sched)| 7.360% |       | $137,505 |

| Total Labor                     |        |        | $2,005,780 |

**SUBCONSULTANTS**

<table>
<thead>
<tr>
<th>Company</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>H&amp;A</td>
<td>$0</td>
</tr>
<tr>
<td>WRECO</td>
<td>$191,039</td>
</tr>
<tr>
<td>Y&amp;C Engineering</td>
<td>$77,478</td>
</tr>
<tr>
<td>Cal Safety</td>
<td>$3,540</td>
</tr>
<tr>
<td>V&amp;A</td>
<td>$8,960</td>
</tr>
<tr>
<td>CH2M</td>
<td>$43,991</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Subconsultants</th>
<th>$325,008</th>
</tr>
</thead>
<tbody>
<tr>
<td>Subconsultant Fee</td>
<td>0%</td>
</tr>
</tbody>
</table>

| Total Subconsultants   | $325,008 |

**EXPENSES**

<table>
<thead>
<tr>
<th>Expense</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Environmental Drilling</td>
<td>$0</td>
</tr>
<tr>
<td>Environmental Testing</td>
<td>$9,500</td>
</tr>
<tr>
<td>Geotech Drilling</td>
<td>$29,540</td>
</tr>
<tr>
<td>Geotech Testing</td>
<td>$6,900</td>
</tr>
<tr>
<td>Potholing</td>
<td>$0</td>
</tr>
<tr>
<td>Printing</td>
<td>$24,500</td>
</tr>
<tr>
<td>Postage, Travel, Misc.</td>
<td>$11,900</td>
</tr>
<tr>
<td>Env Permit Fees</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Subtotal Expenses</th>
<th>$97,340</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expenses Fee</td>
<td>0%</td>
</tr>
</tbody>
</table>

| Total Expenses         | $97,340 |

**TOTAL PROJECT COST**

$2,428,127

For purposes of the estimate, rates are estimated average for each position
Billing rates are determined by actual salary at time of service times audited multiplier
Annual escalation occurs each January 1
Billing rate increases do not increase contract limit
Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Projects and Programming
Item: 3.7 – Measure M - 2017 Bond Disclosure Reports - Series 2011 and 2015
Date: March 27, 2017

Issue:
What is the status of the Continuing Disclosure Annual Report for the Measure M Sales Tax Revenue Bonds Series 2011 and Bonds Series 2015?

Background:
The attached Continuing Disclosure Annual Reports are provided by the Office of the County Auditor-Controller-Treasurer-Tax Collector. The report contains reference to the audited financial report of the SCTA, a debt service schedule, and Measure M sales tax revenues for fiscal years ended June 30, 2006 through June 30, 2016.

Series 2008 Bonds defeasance was completed in June of 2015 with the refunding issuance of Series 2015 Bonds, therefore the 2008 Series Bonds no longer have a reporting requirement.

These reports ensure SCTA is in compliance with financial reporting requirements.

Policy Impacts:
None

Fiscal Impacts:
The sales tax revenues for FY 15/16 were up 3.42% per State Board of Equalization Revenue over FY 14/15; this reflects a 3.17% increase based on our accounting system (EFS) tracking of revenue year over year with estimated accruals. Allocations to Measure M Hwy 101, LSP, Bike/Ped, LSR, LBT, SMART, and Administration programs reflect current sales tax revenue trends.

Although sales tax revenue is currently at approximately 92% of the 2004 Expenditure Plan Estimates, the Hwy 101 program has been the beneficiary of substantial construction bid savings and an average 5:1 leveraging of other fund sources which has allowed for project programming to be maintained at originally anticipated levels.

SCTA staff prepared the FY16/17 Measure M budgets with anticipated sales tax revenue increasing 3% over actual FY15/16 EFS revenues.

Staff Recommendation:
None, this is an informational item only.
COUNTY OF SONOMA
$49,265,000
Sonoma County Transportation Authority
Sales Tax Revenue Bonds (Limited Tax Bonds),
Series 2015

CONTINUING DISCLOSURE
ANNUAL REPORT
January 31, 2017
CONTENTS OF REPORT

(1) The comprehensive audited financial report of the Sonoma County Transportation Authority for the period July 01, 2015 through June 30, 2016 is posted as a separate document on the DAC Website.

(2) Table “Debt Service Schedule” contained in the Official Statement, dated June 11, 2015. (See page 3.)

(3) Measure C & Measure M Actual Sales Tax (See page 4)
DEBT SERVICE SCHEDULE

Upon the issuance of the Series 2015 Bonds, there will be two Series of Bonds Outstanding under the Indenture, the Series 2011 Bonds and the Series 2015 Bonds (hereinafter sometimes collectively referred to as the “Outstanding Bonds”). The following table sets forth the annual debt service requirements for the Series 2011 Bonds and the Series 2015 Bonds and annual debt service for all Outstanding Bonds. (1)

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Series 2011 Bonds</th>
<th>Series 2015 Bonds</th>
<th>Combined Annual Debt Service</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal Amount</td>
<td>Interest Payment</td>
<td>Principal Amount</td>
</tr>
<tr>
<td>June 30</td>
<td>$380,000(2)</td>
<td>$1,076,188</td>
<td>$4,190,000</td>
</tr>
<tr>
<td>2015</td>
<td>$1,915,000</td>
<td>$1,020,713</td>
<td>$4,265,000</td>
</tr>
<tr>
<td>2016</td>
<td>$2,015,000</td>
<td>$922,463</td>
<td>$4,120,000</td>
</tr>
<tr>
<td>2017</td>
<td>$2,110,000</td>
<td>$829,888</td>
<td>$4,265,000</td>
</tr>
<tr>
<td>2018</td>
<td>$2,190,000</td>
<td>$743,888</td>
<td>$4,495,000</td>
</tr>
<tr>
<td>2019</td>
<td>$2,410,000</td>
<td>$525,338</td>
<td>$4,955,000</td>
</tr>
<tr>
<td>2020</td>
<td>$2,530,000</td>
<td>$401,838</td>
<td>$5,215,000</td>
</tr>
<tr>
<td>2021</td>
<td>$2,650,000</td>
<td>$285,588</td>
<td>$5,480,000</td>
</tr>
<tr>
<td>2022</td>
<td>$2,760,000</td>
<td>$177,388</td>
<td>$5,760,000</td>
</tr>
<tr>
<td>2023</td>
<td>$2,875,000</td>
<td>$61,094</td>
<td>$6,060,000</td>
</tr>
<tr>
<td>Total</td>
<td>$24,125,000</td>
<td>$6,687,219</td>
<td>$49,265,000</td>
</tr>
</tbody>
</table>

(1) Totals may not add due to rounding.
(2) Paid at maturity on December 1, 2014.

- There have not been any unscheduled redemptions, retirements or defeasances of the 2011 Bonds.
- On June 23, 2015, the Authority defeased the 2008 Bonds maturing annually through 2025 with proceeds from the issuance of $49,265,000 Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015.
- On June 23, 2015 the Authority closed the Series 2015 Sales Tax Revenue Bonds which were issued on parity with the 2011 Bonds.
- On January 26, 2011, the Authority closed the Series 2011 Sales Tax Revenue Bonds which were issued on parity with the 2008 Bonds. On June 23, 2015, the 2008 Bonds were defeased.
- Disclosure documents for the Series 2008 & 2011 Bonds are also available on the DAC website.
### Sonoma County Open Space Authority Measure C Sales Tax Revenues
Fiscal Years Ended June 30, 1997 through June 30, 2005

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Measure C Sales Tax Revenues</th>
<th>Measure M Sales Tax Revenues</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>1996-97</td>
<td>$11,316,594</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>1997-98</td>
<td>$12,304,491</td>
<td>(2) n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>1998-99</td>
<td>$13,659,318</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>1999-00</td>
<td>$14,901,427</td>
<td>(3) n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2000-01</td>
<td>$17,838,335</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2001-02</td>
<td>$16,707,842</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2002-03</td>
<td>$16,399,538</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2003-04</td>
<td>$16,589,626</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2004-05</td>
<td>$17,482,449</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>2005-06</td>
<td>$18,915,434</td>
<td>(4)(5)</td>
<td>4.99%</td>
</tr>
<tr>
<td>2006-07</td>
<td>$19,858,661</td>
<td>-</td>
<td>4.99%</td>
</tr>
<tr>
<td>2007-08</td>
<td>$18,864,061</td>
<td>-5.01%</td>
<td>-5.01%</td>
</tr>
<tr>
<td>2008-09</td>
<td>$16,923,047</td>
<td>-10.29%</td>
<td>-10.29%</td>
</tr>
<tr>
<td>2009-10</td>
<td>$15,268,289</td>
<td>(6) -9.78%</td>
<td>-9.78%</td>
</tr>
<tr>
<td>2010-11</td>
<td>$16,535,252</td>
<td>8.30%</td>
<td>8.30%</td>
</tr>
<tr>
<td>2011-12</td>
<td>$17,444,645</td>
<td>5.50%</td>
<td>5.50%</td>
</tr>
<tr>
<td>2012-13</td>
<td>$20,079,659</td>
<td>15.11%</td>
<td>15.11%</td>
</tr>
<tr>
<td>2013-14</td>
<td>$21,044,133</td>
<td>4.80%</td>
<td>4.80%</td>
</tr>
<tr>
<td>2014-15</td>
<td>$21,387,660</td>
<td>1.63%</td>
<td>1.63%</td>
</tr>
<tr>
<td>2015-16</td>
<td>$22,066,336</td>
<td>3.17%</td>
<td>3.17%</td>
</tr>
</tbody>
</table>

(1) Receipts for existing one-fourth of one percent transactions and use tax within the County to fund the acquisition of open space and parkland, net of State Board of Equalization fee.
(2) Excludes $409,164 which was misallocated to the Open Space Authority as sales tax revenues. This amount was corrected in Fiscal Year 1998-99.
(3) Excludes $528,270 which was misallocated during Fiscal year 1999-00. The misallocation was corrected in Fiscal year 2000-01.
(4) Figures for Measure M Sales Tax Revenue were not available prior to July 1, 2005.
(5) Receipts are for April 1, 2005 thru June 30, 2006.
(6) Restated in June 30, 2011 Audit.

Source: Office of the County Auditor-Controller-Treasurer-Tax Collector

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### Sonoma County Transit Authority Measure M Sales Tax Revenues
Fiscal Years Ended June 30, 2006 through June 30, 2016

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Measure C Sales Tax Revenues</th>
<th>Measure M Sales Tax Revenues</th>
<th>Increase/Decrease</th>
</tr>
</thead>
<tbody>
<tr>
<td>2006-07</td>
<td>$19,858,661</td>
<td>-</td>
<td>4.99%</td>
</tr>
<tr>
<td>2007-08</td>
<td>$18,864,061</td>
<td>-5.01%</td>
<td>-5.01%</td>
</tr>
<tr>
<td>2008-09</td>
<td>$16,923,047</td>
<td>-10.29%</td>
<td>-10.29%</td>
</tr>
<tr>
<td>2009-10</td>
<td>$15,268,289</td>
<td>(6) -9.78%</td>
<td>-9.78%</td>
</tr>
<tr>
<td>2010-11</td>
<td>$16,535,252</td>
<td>8.30%</td>
<td>8.30%</td>
</tr>
<tr>
<td>2011-12</td>
<td>$17,444,645</td>
<td>5.50%</td>
<td>5.50%</td>
</tr>
<tr>
<td>2012-13</td>
<td>$20,079,659</td>
<td>15.11%</td>
<td>15.11%</td>
</tr>
<tr>
<td>2013-14</td>
<td>$21,044,133</td>
<td>4.80%</td>
<td>4.80%</td>
</tr>
<tr>
<td>2014-15</td>
<td>$21,387,660</td>
<td>1.63%</td>
<td>1.63%</td>
</tr>
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<td>2015-16</td>
<td>$22,066,336</td>
<td>3.17%</td>
<td>3.17%</td>
</tr>
</tbody>
</table>

(1) Receipts for existing one-fourth of one percent transactions and use tax within the County to fund the acquisition of open space and parkland, net of State Board of Equalization fee.
(2) Excludes $409,164 which was misallocated to the Open Space Authority as sales tax revenues. This amount was corrected in Fiscal Year 1998-99.
(3) Excludes $528,270 which was misallocated during Fiscal year 1999-00. The misallocation was corrected in Fiscal year 2000-01.
(4) Figures for Measure M Sales Tax Revenue were not available prior to July 1, 2005.
(5) Receipts are for April 1, 2005 thru June 30, 2006.
(6) Restated in June 30, 2011 Audit.

Source: Office of the County Auditor-Controller-Treasurer-Tax Collector
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(2) Table “Debt Service Schedule” contained in the Official Statement, dated November 2, 2007. (See page 3.)

(3) Measure C & Measure M Actual Sales Tax (See page 4)
## DEBT SERVICE SCHEDULE

The following table sets forth the annual debt service requirements for the Series 2008 Bonds and the Series 2011 Bonds:

<table>
<thead>
<tr>
<th>Fiscal Year Ending</th>
<th>Series 2008 Bonds</th>
<th></th>
<th>Series 2011 Bonds</th>
<th></th>
<th>Combined Annual Debt</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Principal</td>
<td>Interest</td>
<td>Principal</td>
<td>Interest</td>
<td>Amount</td>
</tr>
<tr>
<td>June 30</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2011</td>
<td>$</td>
<td>-</td>
<td>$ 2,207,350.00</td>
<td>$ 387,478.30</td>
<td>$ 2,594,828.30</td>
</tr>
<tr>
<td>2012</td>
<td>$</td>
<td>-</td>
<td>$ 2,207,350.00</td>
<td>$ 1,108,937.50</td>
<td>$ 3,666,287.50</td>
</tr>
<tr>
<td>2013</td>
<td>$</td>
<td>-</td>
<td>$ 2,207,350.00</td>
<td>$ 1,098,337.50</td>
<td>$ 3,665,687.50</td>
</tr>
<tr>
<td>2014</td>
<td>$ 2,880,000.00</td>
<td>$ 2,135,350.00</td>
<td>$ 365,000.00</td>
<td>$ 1,089,262.50</td>
<td>$ 6,469,612.50</td>
</tr>
<tr>
<td>2015</td>
<td>$ 3,025,000.00</td>
<td>$ 1,987,725.00</td>
<td>$ 380,000.00</td>
<td>$ 1,076,187.50</td>
<td>$ 6,468,912.50</td>
</tr>
<tr>
<td>2016</td>
<td>$ 3,185,000.00</td>
<td>$ 1,832,475.00</td>
<td>$ 1,915,000.00</td>
<td>$ 1,020,712.50</td>
<td>$ 7,953,187.50</td>
</tr>
<tr>
<td>2017</td>
<td>$ 3,345,000.00</td>
<td>$ 1,669,225.00</td>
<td>$ 2,015,000.00</td>
<td>$ 922,462.50</td>
<td>$ 7,951,687.50</td>
</tr>
<tr>
<td>2018</td>
<td>$ 3,515,000.00</td>
<td>$ 1,497,725.00</td>
<td>$ 2,110,000.00</td>
<td>$ 829,887.50</td>
<td>$ 7,952,612.50</td>
</tr>
<tr>
<td>2019</td>
<td>$ 3,700,000.00</td>
<td>$ 1,317,350.00</td>
<td>$ 2,190,000.00</td>
<td>$ 743,887.50</td>
<td>$ 7,951,237.50</td>
</tr>
<tr>
<td>2020</td>
<td>$ 3,890,000.00</td>
<td>$ 1,127,600.00</td>
<td>$ 2,290,000.00</td>
<td>$ 642,837.50</td>
<td>$ 7,950,437.50</td>
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<tr>
<td>2021</td>
<td>$ 4,085,000.00</td>
<td>$ 928,225.00</td>
<td>$ 2,410,000.00</td>
<td>$ 525,337.50</td>
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<td>2022</td>
<td>$ 4,295,000.00</td>
<td>$ 718,725.00</td>
<td>$ 2,530,000.00</td>
<td>$ 401,837.50</td>
<td>$ 7,945,562.50</td>
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<tr>
<td>2023</td>
<td>$ 4,515,000.00</td>
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<td>$ 2,650,000.00</td>
<td>$ 285,877.50</td>
<td>$ 7,949,062.50</td>
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<tr>
<td>2024</td>
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<td>$ 291,100.00</td>
<td>$ 2,760,000.00</td>
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<td>2025</td>
<td>$ 4,915,000.00</td>
<td>$ 98,300.00</td>
<td>$ 2,875,000.00</td>
<td>$ 61,093.75</td>
<td>$ 7,949,393.75</td>
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| Total | $ 46,075,000.00 | $20,724,325.00 | $ 25,200,000.00 | $ 10,371,234.55 | $102,370,559.55 |

(1) Totals may not add due to rounding.

- **There have not been any unscheduled redemptions, retirements or defeasances of the 2011 Bonds.**

- **On June 23, 2015, the Authority defeased the 2008 Bonds maturing annually through 2025 with proceeds from the issuance of $49,265,000 Sonoma County Transportation Authority Sales Tax Revenue Bonds (Limited Tax Bonds), Series 2015.**

- **On June 23, 2015 the Authority closed the Series 2015 Sales Tax Revenue Bonds which were issued on parity with the 2011 Bonds.**

- **On January 26, 2011, the Authority closed the Series 2011 Sales Tax Revenue Bonds which were issued on parity with the 2008 Bonds. On June 23, 2015, the 2008 Bonds were defeased.**

- **Disclosure documents for the Series 2008 & 2015 Bonds are also available on the DAC website.**
## Sonoma County Open Space Authority Measure C Sales Tax Revenues
### Fiscal Years Ended June 30, 1997 through June 30, 2005

<table>
<thead>
<tr>
<th>Fiscal Year</th>
<th>Measure C Sales Tax Revenues</th>
<th>Measure M Sales Tax Revenues</th>
<th>% Increase/Decrease</th>
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<tbody>
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<td>1996-97</td>
<td>$11,316,594</td>
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<tr>
<td>1997-98</td>
<td>$12,304,491</td>
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<td>1998-99</td>
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<td>1999-00</td>
<td>$14,901,427</td>
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<td>2002-03</td>
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<td>2003-04</td>
<td>$16,589,626</td>
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<td>2004-05</td>
<td>$17,482,449</td>
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<tr>
<td>2005-06</td>
<td>$18,915,434</td>
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<td>(5)</td>
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<tr>
<td>2006-07</td>
<td>$19,858,661</td>
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<td>-4.99%</td>
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<tr>
<td>2007-08</td>
<td>$18,864,061</td>
<td>(2)</td>
<td>-5.01%</td>
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<tr>
<td>2008-09</td>
<td>$16,923,047</td>
<td>(2)</td>
<td>-10.29%</td>
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<tr>
<td>2009-10</td>
<td>$15,268,289</td>
<td>(6)</td>
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<tr>
<td>2010-11</td>
<td>$16,535,252</td>
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<td>8.30%</td>
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<tr>
<td>2011-12</td>
<td>$17,444,645</td>
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<td>2012-13</td>
<td>$20,079,659</td>
<td>(2)</td>
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<td>2013-14</td>
<td>$21,044,133</td>
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<tr>
<td>2014-15</td>
<td>$21,387,660</td>
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<td>2015-16</td>
<td>$22,066,336</td>
<td>(2)</td>
<td>3.17%</td>
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</table>

(1) Receipts for existing one-fourth of one percent transactions and use tax within the County to fund the acquisition of open space and parkland, net of State Board of Equalization fee.

(2) Excludes $409,164 which was misallocated to the Open Space Authority as sales tax revenues. This amount was corrected in Fiscal Year 1998-99.

(3) Excludes $528,270 which was misallocated during Fiscal year 1999-00. The misallocation was corrected in Fiscal year 2000-01.

(4) Figures for Measure M Sales Tax Revenue were not available prior to July 1, 2005.

(5) Receipts are for April 1, 2005 thru June 30, 2006.

(6) Restated in June 30, 2011 Audit.

Source: Office of the County Auditor-Controller-Treasurer-Tax Collector
Staff Report

To: Sonoma County Transportation Authority
From: James R. Cameron, Director of Project and Programming
Item: 3.8 – Airport Blvd Landscaping Project, County of Sonoma cooperative agreements M30210-05-A5 and M42010, approval and appropriation request.
Date: March 27, 2017

Issue:
Shall the Board approve cooperative agreements M30210-05-A5 and M42010 with the County of Sonoma; and approve the associated appropriations to implement the construction phase of the Airport Blvd Interchange Landscaping Project (Phase 4A) as part of the 2014 Highway 101 Corridor Landscaping Plan?

Background:
The Sonoma County Transportation and Public Works Department requested an appropriation of Measure M funds in the amount of $745,000 for the construction phase of the Airport Blvd Interchange Landscaping Project. The project is included in the Measure M Local Street Projects (LSP) Airport Boulevard Improvement Project which consists of five phases. See attached map for location of various phases. In order to make the appropriation, Measure M Local Street Projects (LSP) Airport Blvd Cooperative agreement M30210-05 with the Sonoma County Transportation and Public Works Department requires an amendment. The agreement has been previously amended four times. The attached amendment number 5 to M30210-05 includes an updated Financial Plan and Schedule in Exhibit B-1 to reflect the previously approved programming from the 2017 Strategic Plan for Airport Boulevard.

Phase 4A Landscaping for the Airport Boulevard and Highway 101 interchange is required for visual mitigation, following the interchange improvements. The total landscaping project is estimated to be $1,314,000, of which staff is recommending a funding plan including both LSP and Highway 101 funds.

In January of 2014 the Board approved a Tree Planting and Landscape Plan for the landscaping of the Highway 101 corridor in the wake of widening and operational improvements on the highway. The plan allows any affected jurisdiction along Highway 101 to apply for Measure M Highway 101 funding to be used for tree planting and landscape improvements, up to the amount of $50,000 each, not to exceed $200,000 for all jurisdictions.

Per the 2014 Highway 101 Tree Planting and Landscape Plan, Sonoma County Transportation and Public Works Department has requested $50,000 for the Airport Interchange Landscape Project to be used for the construction phase of the project. Sonoma County provided an updated project budget showing the need for additional funding on the project. Cooperative agreement M42010 was drafted and approved by the County Board of Supervisors on September 13, 2016. The agreement outlines the roles and responsibilities of the County and SCTA to deliver and fund landscape improvements at the Airport Boulevard Interchange at Highway 101. The final version of M42010 is attached hereto. The project was advertised, bids opened on February 22, 2017 and Sonoma County is in the process of awarding the contract.
Pursuant to the Strategic Plan and the associated cooperative funding agreements, each project sponsor must submit an appropriation request (attached) to initiate spending of Measure M funding for the fiscal year in which the funds are programmed. SCTA received a request dated January 25, 2017 from the County of Sonoma requesting appropriations for the Airport Blvd Interchange Landscaping Project. The appropriation request includes:

<table>
<thead>
<tr>
<th>Coop Funding Agreement #</th>
<th>Jurisdiction</th>
<th>Category</th>
<th>Description</th>
<th>Phase</th>
<th>Appropriation Amount</th>
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</thead>
<tbody>
<tr>
<td>M42010</td>
<td>Sonoma County</td>
<td>101</td>
<td>Airport Landscaping</td>
<td>Construction</td>
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<tr>
<td>M30210-05-A5</td>
<td>Sonoma County</td>
<td>LSP</td>
<td>Airport Landscaping</td>
<td>Construction</td>
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<tr>
<td>M30210-05-A5</td>
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<td>LSP</td>
<td>Airport Landscaping</td>
<td>Const. Management</td>
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<tr>
<td>M30210-05-A5</td>
<td>Sonoma County</td>
<td>LSP</td>
<td>Airport Landscaping</td>
<td>Design (savings)</td>
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<td><strong>TOTAL</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td><strong>$745,000</strong></td>
</tr>
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</table>

**Policy Impacts:**

None. It is within Policy for the Board to approve such agreements and the appropriations are within the established policies outlined in the Measure M Strategic Plan Chapter 4, Policy 7.

**Fiscal Impacts:**

None. Appropriation of these funds is consistent with the funding availability defined in the Measure M Cash Flow Model. These actions are consistent with the Measure M 2017 Strategic Plan and the 2014 Highway 101 Tree Planting and Landscape Plan.

**Staff Recommendation:**

Staff recommends that the Board approve cooperative agreements M30210-05-A5 and M42010, and authorize the Chair to execute the agreements.

Staff recommends that the Board adopt SCTA Resolution No. 2017-005 and No. 2017-006 approving the Sonoma County appropriation of $745,000 for the Airport Boulevard Interchange Landscaping – Phase 4A Project.
AMENDMENT NO. 5 TO
COOPERATIVE FUNDING AGREEMENT NO. M30210-05
(Airport Blvd Improvements)
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

This Amendment 5 to Cooperative Funding Agreement M30210-05 is made and entered into as of 24th January, 2017 ("Effective Date") by and between the COUNTY OF SONOMA hereinafter referred to as "COUNTY" and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as "AUTHORITY."

RECITALS

1. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY previously entered into that certain Cooperative Funding Agreement No. M30210-05 to identify transportation improvement projects in the Airport Boulevard area of Sonoma County (the "Airport Boulevard Improvements"), agreeing to work cooperatively to fund those projects, which included $15,000,000 in Measure M - Local Street Project ("LSP") program funding.

2. Consistent with Measure M and the Strategic Plan, AUTHORITY and COUNTY entered into SCTA Contract Number SCTA10015 to define the roles, responsibilities, and funding plan for Phase IV of the Airport Boulevard Improvements.

3. SCTA10015 has been amended two times and provides $8,959,000 of the $15,000,000 of Measure M-LSP funds for Phase 4 of the Airport Boulevard Improvement project identified in the Measure M Expenditure Plan.

4. Cooperative Funding Agreement No. M30210-05 has been modified four times and provides $6,041,000 of the Measure M-LSP funds for the remaining phases of the Airport Boulevard Improvement project identified in the Expenditure Plan.

5. COUNTY and AUTHORITY desire to amend the financial plan reflecting the 2016 programming to the various phases of the project covered by Cooperative Funding Agreement No. M30210-05 and schedule for completion of the Project which is attached hereto as Amendment 5 to Exhibit B-1.

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

I. AMENDMENTS.

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

Exhibit B-1 is replaced with Amendment 5 to M30210-05 - Exhibit B-1

II. Remainder of Agreement Unchanged.

Except to the extent the Agreement is specifically amended or supplemented hereby, the Agreement and all previous Amendments, together with exhibits and schedules is, and shall continue to be, in full force and effect as originally executed, and nothing contained herein shall be construed to modify, invalidate or otherwise affect any provision of the Agreement or any right of AUTHORITY or COUNTY arising there under.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

By: ____________________________
Chair, Board of Supervisors

ATTEST: ____________________________

By: ____________________________

APPROVED AS TO FORM
FOR COUNTY:

By: ____________________________
COUNTY COUNSEL

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: ____________________________
SCTA Chair

APPROVED AS TO SUBSTANCE:

By: ____________________________
Executive Director

APPROVED AS TO FORM
FOR AUTHORITY:

By: ____________________________
Authority Legal Counsel
The following table is a description of the five Phases of Airport Boulevard Improvements, their estimated costs and anticipated sources of funding. Please note that the expected costs exceed currently identified funds.

<table>
<thead>
<tr>
<th>Work Phase</th>
<th>Measure M Amount</th>
<th>Other Funding</th>
<th>Total Funding</th>
<th>Planned Request Date</th>
</tr>
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<th>Planned Request Date</th>
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### Project Name: Airport Blvd. Improvements Phase 3

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### Project Name: Airport Blvd. Improvements Phase 4 *

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</tbody>
</table>

* Agreement No.SCTA10015-A2 between SCTA and Sonoma County TPW includes funding of all Work Phases (Scoping through Construction) for the Airport Blvd Phase 4 (North B) interchange project including $8,959,000 in Measure M LSP funds.

** COUNTY required match funds for Phase 4A is accounted for through COUNTY funds committed to the Phase 4 project in Agreement No.SCTA10015a3

*** The Funding Plan above shows $6,041,000 in Measure M - LSP funds programmed in the 2014 Measure M Strategic Plan, as amendment by the SCTA Board of Directors. All funds are now programmed because there is a total of $6,041,000 (2004$) in Measure M - LSP funds committed to this project.
COOPERATIVE FUNDING AGREEMENT NO. M42010
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

This Agreement is made and entered into as of ________________, 2016 ("Effective Date") by and between the COUNTY OF SONOMA hereinafter referred to as "COUNTY" and the SONOMA COUNTY TRANSPORTATION AUTHORITY hereinafter referred to as "AUTHORITY."

RECITALS

1. AUTHORITY adopted that certain 2014 Strategic Plan that sets forth AUTHORITY’s program and project implementation policies with regard to the use of funds provided under the 2004 Traffic Relief Act for Sonoma County Expenditure Plan and Ordinance approved by the voters of Sonoma County on November 2, 2004 (hereinafter referred to as “Measure M”). The 2014 Strategic Plan, as such may be amended from time to time, is hereinafter referred to as the “Strategic Plan”.

2. In January 2014, the Authority approved the 2014 Highway Corridor Landscaping & Tree Planting Plan that sets forth policies and commitments in regard to landscaping the Highway 101 Corridor from Windsor to the southern Sonoma County Line.

3. Pursuant to the Strategic Plan, Measure M, and the Highway Corridor Landscaping & Tree Planting Plan, AUTHORITY and COUNTY desire to enter into a Cooperative Funding Agreement to define a framework to enable the two parties to work cooperatively in developing landscaping improvements on transportation facilities at Airport Blvd interchange at U.S. Route 101 in Sonoma County.

4. In connection with the Measure M Local Streets Projects (LSP) Program Improvements as identified in the Expenditure Plan, COUNTY desires to complete Airport Boulevard Landscaping Project (G14001), as more particularly described in Exhibit A to this Agreement (hereinafter referred to as the "Project").

5. COUNTY has submitted a financial plan and schedule for completion of the Project which is attached hereto as Exhibit B (hereinafter referred to as the "Project Plan").

6. Pursuant to the Strategic Plan and Measure M, AUTHORITY is committed to make available up to $50,000 in Measure M Highway 101 program funds to assist with the Project.

7. The County is committed to make available up to $1,264,000 of Measure M LSP funds towards the project.
NOW, THEREFORE, in consideration of the foregoing, AUTHORITY and COUNTY do hereby agree as follows:

SECTION I

COUNTY AGREES:

1. County Contribution. To provide up to $1,264,000 in Measure M LSP funds towards the Project.

2. Project Completion. To timely complete the Project in accordance with the deadlines set forth in the Project Plan.

3. Invoices. Should COUNTY desire reimbursement of its expenses in connection with this Agreement, COUNTY shall request a specific appropriation of Measure M funding by submitting to AUTHORITY a Request for Funding Appropriation in the form attached hereto as Exhibit C (hereinafter referred to as "Appropriation Request"). Once an Appropriation Request is approved by AUTHORITY, COUNTY may submit to AUTHORITY invoices for reimbursements for expenses authorized under the terms of this Agreement and an approved Appropriation Request. Invoices shall be submitted to AUTHORITY no more frequently than monthly, and no less frequently than every six months following initial appropriation, until the obligated funds are fully disbursed, provided however that if COUNTY is unable to invoice in this time frame a written request for time extension shall be provided or the funds may be deobligated. Invoices shall be in a form reasonably acceptable to AUTHORITY’s Executive Director.

4. Compliance with Laws. With regard to administering and completing the Project, COUNTY shall at all times comply with all applicable laws of the United States, the State of California, the County of Sonoma, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

5. Records. To allow AUTHORITY to audit all expenditures relating to the Project funded through this Agreement. For the duration of the Project, and for five (5) years following completion of the Project, or earlier discharge of the Agreement, COUNTY shall make available to AUTHORITY all records relating to expenses incurred in performance of this Agreement.

6. Reporting Requirements. To provide annual updates on the PROJECT to AUTHORITY in the form attached hereto as Exhibit D.
SECTION II

AUTHORITY AGREES:

1. Reimbursement of COUNTY Expenses. Consistent with its Strategic Plan, to make available Measure M funds (currently set at $50,000) to assist with the Project. AUTHORITY shall process COUNTY invoices within forty-five (45) days of receiving an invoice in a form reasonably acceptable to AUTHORITY’s Executive Director.

2. Notice of Audit. To provide timely notice to COUNTY if an audit is to be conducted.

SECTION III

IT IS MUTUALLY AGREED:

1. Funding Needs. If additional funds beyond those identified in Exhibit B are necessary to complete the Project, AUTHORITY will cooperate with COUNTY to identify and secure new or increased fund commitments; however, completion of the Project remains the responsibility of COUNTY.

2. Term. This Agreement will remain in effect until discharged as provided in Paragraph 3 or 13 of this Section III.

3. Discharge. This Agreement shall be subject to discharge as follows:

   a. This Agreement may be canceled by a party for breach of any obligation, covenant or condition hereof by the other party, upon notice to the breaching party. With respect to any breach which is reasonably capable of being cured, the breaching party shall have thirty (30) days from the date of the notice to initiate steps to cure. If the breaching party diligently pursues cure, such party shall be allowed a reasonable time to cure, not to exceed sixty (60) days from the date of the initial notice, unless a further extension is granted by the non-breaching party. On cancellation, the non-breaching party retains the same rights as a party exercising its right to terminate under the provisions of paragraph 3(b), except that the canceling party also retains any remedy for breach of the whole contract or any unperformed balance. If the Agreement is cancelled by AUTHORITY because COUNTY has failed to wholly or partially complete the Project, AUTHORITY may, at its option, demand repayment of all unexpended funds and funds determined by audit not to have been expended as provided for in this Agreement, with interest accrued thereon as would have accrued had such funds been invested in the Sonoma County Treasury Pool; and, further, to offset such balances due AUTHORITY from any other Measure M funds due COUNTY, including payments due to COUNTY under this Agreement. AUTHORITY shall reimburse COUNTY for any funds properly expended as provided for in this Agreement prior to the cancellation.
b. By mutual consent of both parties, this Agreement may be terminated at any
time. Upon termination by mutual consent, COUNTY shall repay to AUTHORITY any
unexpended funds originally provided to COUNTY under this Agreement, and any
interest that has accrued thereon, and AUTHORITY shall reimburse COUNTY for any
amounts requested in an Appropriation Request, approved, and invoiced, prior to
termination by mutual consent.

4. Indemnity. COUNTY agrees to accept all responsibility for loss or damage to
any person or entity, including but not limited to AUTHORITY, and to defend,
indemnify, hold harmless, reimburse and release AUTHORITY, its officers, agents,
employees, successors and assigns from and against any and all actions, claims, damages,
disabilities, liabilities and expense including, but not limited to attorneys’ fees and the cost
of litigation incurred in the defense of claims as to which this indemnity applies or incurred
in an action by AUTHORITY to enforce the indemnity provisions herein, whether arising
from personal injury, property damage or economic loss of any type, that may be asserted
by any person or entity, including COUNTY, arising out of or in connection with the
receipt or use of funds provided pursuant to this Agreement, whether or not there is
concurrent negligence on the part of AUTHORITY, but, to the extent required by law,
excluding liability due to the sole or active negligence or due to the willful misconduct of
AUTHORITY. If there is a possible obligation to indemnify, COUNTY’s duty to defend
exists regardless of whether it is ultimately determined that there is not a duty to
indemnify. AUTHORITY shall have the right to select its own legal counsel at the
expense of COUNTY, subject to COUNTY’s approval, which approval 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 COUNTY
or its agents under workers’ compensation acts, disability benefits acts, or other employee
benefit acts.

5. Notices. Any notice which may be required under this Agreement shall be in
writing, shall be effective when received, and shall be given by personal service, or by
certified or registered mail, return receipt requested, to the addresses set forth below, or to
such addresses which may be specified in writing to the parties hereto.

To COUNTY: Susan Klassen, Transportation and Public Works Director
2300 County Center Drive, Suite B100
Santa Rosa, CA. 95403
(707) 565-2231
Susan.Klassen@sonoma-county.org

To AUTHORITY: Executive Director Sonoma County Transportation Authority
490 Mendocino Avenue, Suite 206
Santa Rosa, CA 95401
(707) 565-5373
suzsmith@sctainfo.org
6. Additional Acts and Documents. Each party agrees to do all such things and take all such actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

7. Integration. This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. No representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

8. Amendment. This Agreement may not be changed, modified or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

9. Independent Agency. COUNTY renders its services under this Agreement as an independent agency. None of the COUNTY's agents or employees shall be agents or employees of the AUTHORITY.

10. Assignment. The Agreement may not be assigned, transferred, hypothecated, or pledged by any party without the express written consent of the other party.

11. Successors. This Agreement shall be binding upon the successor(s), assignee(s) or transferee(s) of the AUTHORITY or COUNTY as the case may be. This provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement other than as provided above.

12. Severability. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or carry out, such determination shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

13. Limitation. All obligations of AUTHORITY under the terms of this Agreement are expressly subject to AUTHORITY's continued authorization to collect and expend the sales tax proceeds provided by Measure M. If for any reason AUTHORITY's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, AUTHORITY shall promptly notify COUNTY, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to (i) the lawful ability of AUTHORITY to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of AUTHORITY under all outstanding contracts, agreements to other obligations of AUTHORITY, of funds for such purposes.
14. **Force Majeure.** As used in this Agreement, “Force Majeure Event” means any event that was not anticipated to occur during the contract term as of the Effective Date that (a) in whole or in part delays a party’s performance under this Agreement, causes a party to be unable to perform its obligations, or prevents a party from complying with or satisfying the conditions of this Agreement; (b) is not within the control of that party; and (c) the party has been unable to overcome by the exercise of due diligence. “Force Majeure Event” may include, but is not limited to, an act of God, flood, drought, earthquake, storm fire, lighting, other natural catastrophes, epidemic, war, riot, civil disturbance or disobedience, terrorism, or sabotage. If either party is prevented by a Force Majeure Event from carrying out, in whole or part, its obligation under this Agreement, such party shall be excused from the performance of its obligations (other than the obligation to make payments then due or becoming due with respect to performance prior to the Force Majeure Event). The suspension of performance due to a claim of a Force Majeure Event must be of no greater scope and of no longer duration than is required by the Force Majeure Event.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

COUNTY OF SONOMA

By: [Signature]
Chair, Board of Supervisors

ATTEST:

By: [Signature] **Roxanne Epstein**

APPROVED AS TO LEGAL FORM FOR COUNTY:

By: [Signature]
County Counsel

SONOMA COUNTY TRANSPORTATION AUTHORITY

By: [Signature] **SCTA Chair**

APPROVED AS TO SUBSTANCE:

By: [Signature] **Executive Director**

APPROVED AS TO LEGAL FORM FOR COUNTY:

By: [Signature] **Legal Counsel Authority**

Cooperative Funding Agreement No. _____
County of Sonoma
Page 6 of 12
COOPERATIVE FUNDING AGREEMENT NO. M42010
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

EXHIBIT A

DESCRIPTION OF THE PROJECT

This is a follow up landscaping project to the recently completed State Route 101 at Airport Blvd and Fulton Road interchanges (North B Project). This project will install an irrigation system and plant various drought tolerant trees species and redwood trees within the Airport Boulevard ramp areas and olive trees along Airport Boulevard. The project will be irrigated for a period of three to five years with recycled water. The irrigation system will include a temporary tank and pump system to deliver the recycled water to the landscape areas.
On January 14, 2014, the County executed Amendment No. 4 to Agreement M30210-05 with SCTA to obtain $1,264,000 in Measure M LSP funds for landscape improvements at the Airport Blvd interchange.

On January 15, 2015, the County executed a professional design services agreement with BKF Engineers to provide landscape/engineering services and Caltrans encroachment permit support for the Airport Blvd interchange area. The amount of the agreement was for $384,551.

The budget for all construction components (capital, inspection/administration support, encroachment permit, plant establishment/irrigation, monitoring, dismantling, and contingency) is $660,000. An engineer’s estimate for construction costs is not yet available.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Date</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Design Complete</td>
<td>8/15/16</td>
<td>Pending</td>
</tr>
<tr>
<td>Advertise Project</td>
<td>Fall/Winter 2016-17</td>
<td>Pending</td>
</tr>
<tr>
<td>Caltrans Freeway Maintenance Agreement</td>
<td>7/15/15</td>
<td>Completed</td>
</tr>
<tr>
<td>Caltrans Encroachment Permit Issued</td>
<td>8/31/16</td>
<td>Pending</td>
</tr>
<tr>
<td>Award Construction Contract</td>
<td>Fall/Winter 2016-17</td>
<td>Pending</td>
</tr>
<tr>
<td>Construction Substantially Complete</td>
<td>Summer/Fall of 2017</td>
<td>N/A</td>
</tr>
<tr>
<td>Project Closeout/Final Reimbursement Request*</td>
<td>Spring 2022</td>
<td>N/A</td>
</tr>
</tbody>
</table>

* Plant establishment to extend three to five years following completion of landscape construction
COOPERATIVE FUNDING AGREEMENT NO. M42010
BETWEEN
THE SONOMA COUNTY TRANSPORTATION AUTHORITY
AND
COUNTY OF SONOMA

EXHIBIT C
REQUEST FOR FUNDING APPROPRIATION
COUNTY OF SONOMA
Local Street Project
Measure M Invoice Summary

Project Sponsor: County of Sonoma
Date of Request: ____________
Period of Request: From ______ to _______
Cooperative Agreement Number: M42010
Project Name: Airport Blvd Landscaping Project (G14001)
Phase: Construction

Project Description: This is a follow up landscaping project to the recently completed State Route 101 at Airport Blvd and Fulton Road interchanges (North B Project). This project will install an irrigation system and plant various drought tolerant trees species and redwood trees within the Airport Boulevard ramp areas and olive trees along Airport Boulevard. The project will be irrigated for a period of three to five years with recycled water. The irrigation system will include a temporary tank and pump system to deliver the recycled water to the landscape areas.

Invoice Number: ____________

Project Development Phase:

Description of work performed this period:

<table>
<thead>
<tr>
<th>Measure M</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amount Appropriated</td>
</tr>
<tr>
<td>Amount Previously Invoiced</td>
</tr>
</tbody>
</table>

Cooperative Funding Agreement No. ___
County of ______
Page 9 of 12
<table>
<thead>
<tr>
<th>Current Invoice</th>
<th>$</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invoiced to-date</td>
<td>$</td>
</tr>
</tbody>
</table>

Attachments:

- Summary of All Expenses
  1. Staff Time: Summary of Hours worked, and total dollars by employee
  2. Contracts: Summary of Invoices Paid
  3. Miscellaneous Expenses: Summary of Invoices
Dear SCTA Chairman:

The County of Sonoma is pleased to present information related to Measure M funding for the following project for FY ________ Reported:

Work was performed on the following project using Measure M funds including:

<table>
<thead>
<tr>
<th>A. Project Name:</th>
<th>Project Phase/Development Phase:</th>
</tr>
</thead>
<tbody>
<tr>
<td>B. Amount Appropriated in Previous Fiscal Years</td>
<td>$ -</td>
</tr>
<tr>
<td>C. Total Amount of Unexpended Appropriations from Prior FY</td>
<td>$ -</td>
</tr>
<tr>
<td>D. Amount Appropriated in FY</td>
<td>$ -</td>
</tr>
<tr>
<td>E. Reimbursements Received in FY</td>
<td>$ -</td>
</tr>
<tr>
<td>F. Amount of Matching Funds Provided</td>
<td>$ -</td>
</tr>
<tr>
<td>G. Total Measure M Reimbursements Received in Prior Years</td>
<td>$ -</td>
</tr>
<tr>
<td>H. Total Measure M Funding Reimbursed to Date</td>
<td>$ -</td>
</tr>
<tr>
<td>I. Total Appropriation Remaining Balance to Rollover to FY</td>
<td>$ -</td>
</tr>
</tbody>
</table>

J. Describe work completed this fiscal year.
K. How were bike/pedestrian needs considered?
L. | Overall Status of Project by Phase | % Complete | Est. Completion Date
---|---|---|---
| Scoping | | |
| Environmental | | |
| Design | | |
| Right of Way | | |
| Construction & Construction Management | | |

M. Describe where you displayed the Measure M logo, such as on signs at the construction site or on vehicles? Please enclose pictures.

N. Provide digital pictures of projects before, during and after construction.

O. Did you identify Measure M on your web site? Please provide link.

P. Identify project benefits and discuss how Measure M funds assisted in project delivery.

To meet our reporting requirements we are submitting an original signed copy on our letterhead. In addition we have also emailed an electronic copy to the SCTA.

We have also attached prints of photographs and/or have provided the same photos in jpeg file format.

If you have any questions regarding this project information please contact me at:

Phone: 707 565-2203
Email: john.maitland@sonoma-county.org

Sincerely,

**SIGNATURE REQUIRED**

Name
Title (Transportation and Public Works Director)
January 25, 2017

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

FUNDING APPROPRIATION REQUEST
PROJECT NAME: Airport Boulevard Improvements-Phase 4A (G14001)
AGREEMENT M30210-05-A5 and M42010

Dear SCTA Chair:

The County of Sonoma hereby requests that the Sonoma County Transportation Authority (SCTA) take action to appropriate funds at its next available Board meeting for the Airport Boulevard Landscaping Project.

The County has entered into a cooperative funding agreements M30210-05-A5 and M42010 with the SCTA for design and construction of the project. The County is ready to begin construction work soon on the Phase 4A project. Below is the specific appropriation request information.

<table>
<thead>
<tr>
<th>Project Name &amp; Description:</th>
<th>Airport Boulevard Landscaping Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Category:</td>
<td>Local Street Project</td>
</tr>
<tr>
<td>Phase/Development Phase of this Appropriation:</td>
<td>Phase 4A, Construction Management $69,000, and Construction $790,000</td>
</tr>
<tr>
<td>Amount of Measure M Appropriate Request:</td>
<td>$809,000 to become available March 13, 2017 $50,000 to become available March 13, 2017</td>
</tr>
<tr>
<td>M42010*</td>
<td></td>
</tr>
<tr>
<td>Amount of Local Funding Match:</td>
<td>$1,264,000 – Phase 4 expenditures</td>
</tr>
<tr>
<td>Sources of Local Funding Match:</td>
<td>Traffic Mitigation and Prop 1B</td>
</tr>
<tr>
<td>Total Project Cost:</td>
<td>$1,314,000</td>
</tr>
</tbody>
</table>

*M42010 funds will be for Construction Capital and to be fully expended prior to M30210-05-A5 funds
The current schedule for the Airport Boulevard Landscaping Project is:

<table>
<thead>
<tr>
<th>Project Development Phase</th>
<th>Begin</th>
<th>Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>Scoping</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Environmental</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>Right of Way</td>
<td></td>
<td>X</td>
</tr>
<tr>
<td>PS&amp;E</td>
<td>7/1/2017</td>
<td>1/27/17</td>
</tr>
<tr>
<td>Construction</td>
<td>7/1/2017</td>
<td>12/31/2017 *</td>
</tr>
</tbody>
</table>

*Plant establishment period to last through 2021

Thank you for your consideration.

Sincerely,

Susan Klassen
Director-Transportation and Public Works Department
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS TO THE COUNTY OF SONOMA IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M30210-05-A5

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter "Expenditure Plan") includes $15 million in 2004 dollars, for the Airport Boulevard Improvements and Airport Boulevard Interchange Local Street Projects funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the County of Sonoma (hereinafter “County”) will enter into Cooperative Funding Agreement No. M30210-05-A5 (hereinafter “Cooperative Agreement”) regarding the Airport Blvd Phase 4a Improvements (hereinafter “Project”); and

WHEREAS, the County has submitted a Request for Appropriation of Funds dated January 25, 2017 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 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, the Authority appropriates $695,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, funds will be disbursed to the County 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 2017 Strategic Plan, as such plan may be amended from time to time; and

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

BE IT FURTHER RESOLVED, this appropriation shall expire six 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. 2017-005
Cooperative Agreement Number: M30210-05-A5
Project Sponsor: Sonoma County
Amount: $695,000
March 13, 2017

Director Agrimonti
Director Coursey
Director Gorin
Director Gurney
Director Landman
Director Mackenzie

Director Mansell
Director Miller
Director Rabbitt
Director Russell
Director Salmon
Director Zane

Ayes: Noes: Absent: Abstain:

SO ORDERED

David Rabbitt, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held March 13, 2017 in Santa Rosa, California

Attest: Suzanne Smith, Executive Director

Attachment: “A” Use of Appropriated Funds
“B” Chronological Listing of Fund Appropriation Resolutions
ATTACHMENT A
Use of Appropriated Funds

SONOMA COUNTY TRANSPORTATION AUTHORITY
M30210-05-A5
RESOLUTION NO. 2017-005

Date: March 13, 2017
Amount of Funds: $695,000
Appropriated to: County of Sonoma
Program Category: Local Streets Project (LSP)
Specific Project: Airport Blvd - Phase 4A
Appropriated for: Construction and Construction Management
  Construction $740,000
  Const. Management $69,000
  Design (savings): -$114,000
  TOTAL: $695,000
Scope of Work: Construction of Airport Blvd Interchange Landscaping Project
Other Conditions: None
Staff Comments: Recognizes savings in Design and fully funds Construction in coordination with Measure M Highway 101 Landscaping funds
**ATTACHMENT B**

Chronological Listing of Fund Appropriation Resolutions

**COOPERATIVE FUNDING AGREEMENT NO. M30210-05-A5**

Between the Sonoma County Transportation Authority

and the County of Sonoma

<table>
<thead>
<tr>
<th>Project Number</th>
<th>Resolution Number</th>
<th>Date</th>
<th>Funds Appropriated</th>
<th>Cumulative Total</th>
<th>Phase</th>
</tr>
</thead>
<tbody>
<tr>
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<td>2006-013</td>
<td>June 6, 2006</td>
<td>$375,000</td>
<td>$375,000</td>
<td>PAED</td>
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<tr>
<td>Phase 1</td>
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<td></td>
<td></td>
<td>PS&amp;E</td>
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<tr>
<td>M30210-05</td>
<td>2009-010</td>
<td>April 13, 2009</td>
<td>$252,000</td>
<td>$627,000</td>
<td>CON</td>
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<tr>
<td>Phase 1A</td>
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<td></td>
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<td></td>
<td></td>
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<tr>
<td>M30210-05-A2</td>
<td>2012-004</td>
<td>March 12, 2012</td>
<td>$650,000</td>
<td>$1,277,000</td>
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<td>M30210-05-A4</td>
<td>2014-002</td>
<td>March 10, 2014</td>
<td>-$47,000</td>
<td>$1,247,000</td>
<td>PAED</td>
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<td>Phase 1&amp;1A</td>
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<td>PS&amp;E</td>
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<tr>
<td>Unused</td>
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<td></td>
<td>CON</td>
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<tr>
<td>M30210-05-A4</td>
<td>2014-002</td>
<td>March 10, 2014</td>
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<td>Phase 4A</td>
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<td>M30210-05-A4</td>
<td>2017-005</td>
<td>March 13, 2017</td>
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**TOTAL FUNDS APPROPRIATED** $2,494,000
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, APPROPRIATING MEASURE M FUNDS TO THE COUNTY OF SONOMA IN ACCORDANCE WITH COOPERATIVE FUNDING AGREEMENT NO. M42010

WHEREAS, the 2004 Sonoma County Traffic Relief Act Expenditure Plan (hereinafter “Expenditure Plan”) includes $188,000,000 in 2004 dollars, for the Highway 101 funding category; and

WHEREAS, the Sonoma County Transportation Authority (hereinafter “Authority”) and the County of Sonoma (hereinafter “County”) will enter into Cooperative Funding Agreement No. M42010 (hereinafter “Cooperative Agreement”) regarding landscaping improvements on the transportation facilities at the Airport Blvd Interchange and U.S. Route 101 called the Airport Blvd Phase 4a Improvements (hereinafter “Project”); and

WHEREAS, in January of 2014, the Authority approved the 2014 Highway Corridor Landscaping & Tree Planting Plan that sets forth policies and commitments in regard to landscaping the Highway 101 Corridor from Windsor to the southern Sonoma County Line; and

WHEREAS, the County has submitted a Request for Appropriation of Funds dated January 25, 2017 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 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, the Authority appropriates $50,000 to the County pursuant to the Cooperative Agreement to be used for the purposes set forth in Attachment A attached hereto; and

BE IT FURTHER RESOLVED, funds will be disbursed to the County 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 2017 Strategic Plan, as such plan may be amended from time to time; and

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

BE IT FURTHER RESOLVED, 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. 2017-006
Cooperative Agreement Number: M42010
Project Sponsor: Sonoma County
Amount: $50,000
March 13, 2017

Director Agrimonti ______ Director Mansell ______
Director Coursey ______ Director Miller ______
Director Gorin ______ Director Rabbitt ______
Director Gurney ______ Director Russell ______
Director Landman ______ Director Salmon ______
Director Mackenzie ______ Director Zane ______

Ayes: ______ Noes: ______ Absent: ______ Abstain: ______

SO ORDERED

________________________________________
David Rabbitt, Chair

This RESOLUTION was entered into at a meeting of the Sonoma County Transportation Authority held March 13, 2017 in Santa Rosa, California

Attest: ________________________________
Suzanne Smith, Executive Director

Attachment: “A” Use of Appropriated Funds
“B” Chronological Listing of Fund Appropriation Resolutions
ATTACHMENT A
Use of Appropriated Funds

SONOMA COUNTY TRANSPORTATION AUTHORITY
M42010
RESOLUTION NO. 2017-006

Date: March 13, 2017
Amount of Funds: $50,000
Appropriated to: County of Sonoma
Program Category: Highway 101 Program
Specific Project: Airport Blvd - Phase 4A
Appropriated for: Construction
Scope of Work: Construction of Airport Blvd Interchange Landscaping Project
Other Conditions: None
Staff Comments: Fully funds construction in coordination with Measure M Airport LSP funds
# ATTACHMENT B

**Chronological Listing of Fund Appropriation Resolutions**

**COOPERATIVE FUNDING AGREEMENT NO. M42010**

**Between the Sonoma County Transportation Authority**

**and the County of Sonoma**

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**TOTAL FUNDS APPROPRIATED**

$50,000
Staff Report

To: SCTA Board of Directors
From: James R. Cameron, Director of Projects and Programming
Item: 3.9 – SR 37 – amendment no.1 to SCTA16014 interagency funding agreement for preliminary design analysis on the State Route 37 corridor
Date: March 27, 2017

Issue:
Shall the SCTA enter into Amendment No. 1 to Agreement No. SCTA16014 for State Route 37 preliminary design analysis Funding Agreement with Napa, Solano and Marin to fund a match for the Consultant Services being procured by the Metropolitan Transportation Commission?

Background:
Highway 37 is a key transportation corridor linking the four North Bay counties. Due to its strategic transportation role and environmentally sensitive natural footprint, Highway 37 has been the subject of a long-range planning study being conducted by UC Davis (UCD) and the California Department of Transportation (Caltrans). In addition, staff and elected officials from the four counties have been in discussion over the past year about how local transportation authorities might play a role in advancing improvements in the corridor.

On October 12, 2015, the SCTA Board approved a memorandum of understanding between the Napa County Transportation Authority (NCTA), the Solano Transportation Authority (STA), the Sonoma County Transportation Authority (SCTA) and the Transportation Authority of Marin (TAM). The intent of the MOU is to define how the four agencies will work together in cooperation to successfully promote and expedite the delivery of improvements in the SR 37 Corridor to address the threat of sea level rise, traffic congestion, transit options and recreational activities. It constitutes a guide to the intentions and strategies of the parties involved and provides the overall framework, including outlining their respective roles, responsibilities and potential funding strategy for the SR 37 Corridor.

On March 14, 2016, the SCTA Board approved SCTA 16014 to fund SCTA’s share of a financial consultant to help assess likely costs, revenue sources and financial opportunities that will need to be addressed to complete a project in the corridor. Project Finance Advisory Ltd (PFAL) was selected and presented their final SR 37 Affordability Analysis and Financial Road Map at the March 2 Policy Committee meeting.

The attached agreement will fund SCTA’s share of SR 37 Transportation and Sea Level Rise Corridor Study (also referred to the Design Alternatives Analysis (DAA)) to be conducted by MTC’s consultant Kimley Horn with AECOM as a sub consultant. The draft scope of work is being negotiated and is near $1 million in consulting services.

Policy Impacts:
None, this funding commitment and future project effort committing resources is how the MOU intended for each of the 4 counties to participate in State Route 37 activities.
**Fiscal Impacts:**

Approval of this agreement will increase the financial impact to SCTA by $30,000 increasing the total contract to $50,000. These funds are included in the SCTA FY16/17 budget. To date the only other costs associated with this effort are staff time and some legal services.

**Staff Recommendation:**

Staff recommends that the Board authorize the Executive Director to execute Amendment No. 1 to Agreement Number SCTA16014, in substantially similar form as provided for in the attachment, subject to the final review and approval by legal counsel.
FIRST AMENDMENT TO SR 37
FUNDING AGREEMENT

THIS FIRST AMENDMENT ("First Amendment") is made and entered into as of ________________, 2017, between the Napa Valley Transportation Authority (NVTA), the Solano Transportation Authority (STA), the Sonoma County Transportation Authority (SCTA) and the Transportation Authority of Marin (TAM), (collectively referred to as the Parties or individually as a Party).

RECITALS

A. The Parties entered into a Memorandum of Understanding ("MOU") on December 1, 2015 to define how the four agencies will work together in cooperation to successfully promote and expedite the delivery of improvements in the SR 37 Corridor to address the threat of sea level rise, traffic congestion, transit options and recreational activities.

B. In furtherance of the purpose of that MOU, the Parties entered into a funding agreement (Funding Agreement) on February 29, 2016 for the joint funding of a financial opportunities analysis of SR37 options.

C. The Metropolitan Transportation Commission ("MTC") has offered to prepare a SR37 Design Alternative Assessment ("DAA") if the Parties provide the local match.

D. The Parties have requested that STA serve as the primary point of contact with MTC and enter into an agreement with MTC, on their mutual behalf, to prepare the DAA and are willing to share in associated costs under the terms described below.

E. The purpose of this First Amendment is to clarify each party’s role and financial commitment for the local match required for the DAA.

AGREEMENT

The Parties agree to amend the Funding Agreement as follows:

1. **SCOPE OF WORK**

   Section 1 is amended in part to add the proposed scope of work and draft Funding Agreement with MTC for the SR 37 Design Alternative Assessment which is attached as Attachment A and, by this reference, is made an integral part of this First Amendment.

2. **STA RESPONSIBILITIES**

   Section 2 is amended in part to include the following responsibilities:
   A. STA shall execute the Funding Agreement with MTC.
   B. STA shall review and approve for payment all invoices submitted by MTC.
C. STA shall participate as appropriate in the preparation of the DAA

3. PARTICIPANT RESPONSIBILITIES

Section 3 is amended in part to include the additional funding and participant responsibilities as follows:

A. Within thirty (30) calendar days of invoicing for work performed under this Agreement, including any progress payments. Each Party shall pay up to their respective share to STA to cover its anticipated pro-rata share of contract costs and expenses as follows:

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<td>STA</td>
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Total: $120,000

B. Each party shall participate as required through the preparation of the DAA.
The Parties have executed this First Amendment Agreement as of the last date written below.

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EXHIBIT A
SCOPE OF WORK
State Route 37 Transportation and Sea Level Rise Corridor Improvements

Project Background

The Metropolitan Transportation Commission (MTC) is working in partnership with the Napa Valley Transportation Authority (NVTA), the Solano Transportation Authority (STA), the Sonoma County Transportation Authority (SCTA) and the Transportation Authority of Marin (TAM) to plan and expedite the delivery of improvements in the State Route (SR 37) Corridor to address the threat of sea level rise, traffic congestion, transit options and recreational activities.

Work on the corridor to date includes an updated Caltrans Transportation Concept Report completed in January 2015, a UC Davis Stewardship Study completed in 2012 and a State Route 37 Integrated Traffic, Infrastructure and Sea Level Rise Analysis (Phase 2 of the 2012 Stewardship Study) completed in 2016. In addition, a four county Policy Committee was created by a Memorandum of Understanding (MOU) in December 2015. The Policy Committee has been meeting every other month since it was formed.

The Caltrans funded Phase 1 and Phase 2 of a Stewardship Study lead by UC Davis. The study included extensive stakeholder involvement where concept designs and cost estimates have been developed by AECOM. Details of the Stewardship Study and related resources can be downloaded at http://hwy37.ucdavis.edu/resources. The Policy Committee, formed by MOU between the four counties, is to guide the intentions and strategies of the parties involved including outlining respective roles, responsibilities and a potential funding strategy for the SR 37 Corridor.

The purpose of this Design Alternative Assessment (DAA) is to evaluate a range of improvement strategies for SR 37 between US 101 and Interstate 80. The outcome of this DAA shall form a set of alternatives to be included in the future Project Approve & Environmental Document (PA&ED) phase of the State Route 37 Project.

Exhibit 1 provides a map of the corridor vicinity, including identification of the three (3) segments along the corridor based on their characteristics.
Detailed Description of Work

The DAA shall identify and evaluate a range of operational strategies to help improve both regional mobility and impacts due to sea level rise. Evaluations of the different alternatives shall be conducted from congestion relief, system performance, safety, design feasibility, and cost perspectives. Based on available information from recent studies and survey data, Segment B of the corridor between SR 121 in Sonoma County and the Mare Island in Solano County appeared to be the most critical segment due to traffic congestion and vulnerability to sea level rise inundation.

The work is to be done in two phases. The first phase is to complete a high level corridor wide evaluation of when improvements need to be done and what concept level improvements need to be done as a result of inundation due to sea level rise. The corridor wide evaluation will define an approximate timeline for when these series of improvements need to be completed and prioritize the three corridor segments based on expected timeframe of inundation of water. The second Phase will then focus the detailed traffic analysis, design work, and recommendation of alternatives on the priority segment, presumably Segment B.

Corridor Study Limits:
State Route 37 from US 101 to I-80 in three Segments (A, B and C) consistent with UC Davis Study. As part of a corridor study, the traffic analysis shall include portions of the adjacent segments to the priority segment such that the operational effects on the system can be captured fully. Similarly, the design work should include geometric transitions between the proposed alternatives and the adjacent segments, also as part of a corridor study. The DAA effort will focus on the priority segment (presumably Segment B - to be confirmed).
Traffic Analysis Scenarios and Study Time Periods:

- Existing: AM Peak, PM peak and Weekend peak
- Near-Term No Project: AM Peak, PM peak and Weekend peak
- Near-Term With Project Alternatives: AM Peak, PM peak and Weekend peak

Near-Term is defined as the approximate opening year of probable operational improvements.

In addition, a high-level long-term (such as Year 2040) traffic analysis shall be conducted for corridor wide recommended alternatives.

The SR 37 is a key commute corridor during weekdays connecting Solano, Napa, Marin, and Sonoma counties. It is also a heavily used recreational corridor during the weekend. While traffic analysis will be conducted on both weekday and weekend conditions, this DAA would prioritize improvements for weekday commuter needs.

Scope of Work

Task 1. Meetings
CONSULTANT shall meet regularly with staff from NVTA, SCTA, STA, TAM and MTC who will provide project direction. There will be up to twelve (12) Technical Advisory Committee (TAC) meetings with NVTA, SCTA, STA, TAM, and MTC, including a kick-off meeting. Weekly phone meetings shall be held with the project manager. In addition, CONSULTANT shall recommend a number of focused meetings in order to review key deliverables and make decisions over the course of the assessment. On an as-needed basis, the CONSULTANT may also participate in up to two meetings with Caltrans, and/or the SR 37 Policy Committee, once the draft alternatives are developed.

Task 1 Deliverables
Deliverable 1.1 – 1.12: TAC Meeting Minutes
Deliverable 1.13 and 1.14 (as needed), Meetings with SR 37 Policy Committee, and/or with Caltrans

Task 2. Data Collection and Assessment
CONSULTANT shall collect data and other relevant information as available from recently completed and on-going studies in the project vicinity, including the following:

1. Traffic circulation
2. Hydrological
3. Caltrans Right of Way and Access Control Rights, Railroad Easements, Utility Easements
4. Levee Ownership and maintenance expectations of all levees currently protecting SR 37, either directly or indirectly
5. LiDAR data collected in 2010
6. Existing Wetland boundaries

In addition, MTC will provide INRIX speed and travel time data. The CONSULTANT shall seek out other traffic data sources include PeMS and Caltrans census counts.
The CONSULTANT shall assess the available data and determine the need to collect supplemental traffic data.

Supplemental traffic data collection may include:
A. Mainline counts along SR 37
B. Floating car survey on SR 37
C. Intersection turning movement counts at the SR 37 and SR 121 intersection, SR 37 and Lakeville Highway intersection, and at the Mare Island interchange
D. Vehicle occupancy counts on SR 37 (expected to be provided by MTC)
E. Origin-destination data (expected to be provided by MTC)

Near-term and long-term traffic forecast shall be obtained from the Napa-Solano Activity-Based Model, and checked with MTC’s Travel Model One for reasonableness. Model files will be provided to the CONSULTANT, which will be used to develop traffic forecast under Task 5.

In addition, the CONSULTANT shall conduct a limited number of ground surveys at key locations (assume up to 5 locations) to confirm levee and/or dam elevations, in relation to the LiDAR survey results. This work will include contacting property owners to obtain rights of entry for survey work as needed. At locations where LiDAR results are found in error, top of levee profiles will be required. Additional information related to the available Lidar survey can be found using the following web links:

http://sonomavegmap.org/

https://coast.noaa.gov/dataservices/Metadata/TransformMetadata?u=https://coast.noaa.gov/data/Documents/Metadata/Lidar/harvest/sfbay2010_m584_metadata.xml&f=html#Data_Quality_Information

Task 2 Deliverables
Deliverable 2A: Traffic Data Assessment Memo
Deliverable 2B: Assessment of Hydrological Analysis for Sea Level Rise and 100-year Storm Event
Deliverable 2C: Identification and Mapping of Caltrans Right of Way with Current Roadway
Deliverable 2D: Levee Ownership Survey
Deliverable 2E: Existing SR 37 Roadway and Surrounding Levee Elevation Mapping Based on Available LiDAR Data
Deliverable 2F: Assessment of Preliminary Wetland boundary Survey
Deliverable 2G: Assessment of Preliminary Environmental Resource/Constraint Map (identification of wetlands, endangered plants and species) within the potential limits of corridor improvements
Deliverable 2H: Supplemental Traffic Data
Deliverable 2I: Supplemental Ground Survey Data

Task 3. Development of SR 37 Corridor Plan and Confirm Priority Segment
Based on an analysis of all data available under Task 2, the CONSULTANT shall develop a high level assessment of the corridor (to be called the SR 37 Corridor Plan) between I-80 to US 101.
This Corridor Plan is intended to set forth the corridor wide approach for what and when improvements are needed to be completed along the corridor due to sea level rise inundation. A key outcome of the Corridor Plan is the identification of a priority segment, or portions of a segment, where additional detailed analysis and design will be performed under Task 4 and Task 5. Note that the 2016 UC Davis State Route 37 Integrated Traffic, Infrastructure and Sea Level Rise Analysis identified Segment B as the initial priority because it was the most vulnerable to sea level rise impacts. However, the UC Davis analysis acknowledged potential errors with LiDAR data and lack of levee ownership and maintenance along the corridor. This task will confirm that finding. Operationally, Segment B has a two-lane cross-section and is one of the primary causes of traffic congestion along the corridor, while both Segments A and C have a 4-lane cross-section. This task will also confirm that finding.

Following the identification of the priority segment, the CONSULTANT shall also identify potential concept level improvements that may be needed for the remaining segments (or portions of the segments) within the corridor – presumably Segment A and Segment C – taking into consideration areas that are most vulnerable to sea level rise, when sea level rise impacts would occur, and when the improvement will need to be in place. The CONSULTANT shall identify project improvements, costs, and likely delivery schedule.

The CONSULTANT shall also conduct a qualitative assessment of a “No Project” scenario reflecting if and when the SR 37 corridor becomes inundated and has to be closed. The CONSULTANT shall assess the impact of the road closure to adjacent east-west routes, detailing their characteristics and the potential for them to accommodate SR 37 traffic. The 100-year storm events, sea level rise projected elevations as recommended by the San Francisco Bay Conservation and Development Commission (BCDC) will also be considered in this assessment.

Task 3 Deliverables
Deliverable 3A: Draft SR 37 Corridor Plan
Deliverable 3B: Final SR 37 Corridor Plan

[Note: Task 4 and 5 shall proceed concurrently in a coordinated fashion.]

Task 4. Alternative Development for the Priority Segment
The CONSULTANT shall identify improvement strategy concepts to the priority segment and perform detailed design and analysis. Concepts of improvement strategies to be considered include the following, but are not limited to:

- Near-term operational improvement: Add a third median lane in Segment B as a contra-flow lane, and/or contra-flow express lane in the peak direction of travel, via movable or fixed barriers, at existing roadway elevation
- Add a third median lane in Segment B as a contra-flow lane, and/or contra-flow express lane in the peak direction of travel, via movable or fixed barriers
- 4-lane Segment B, considering no net wetland fill
- Express bus service
- Commuter parking opportunities
- Shoulder running lane opportunities
- Interchange/intersection reconfiguration alternatives at 37/121 and 37/Mare Island
- Corridor bicycle facilities
Several options have been considered so far for raising the roadway in order to address sea level rise, including berm/embankment, box girder causeway, and slab bridge causeway.

The DAA shall assess the value of different alternatives from congestion relief, system performance, safety, design feasibility, sea level rise adaptation, environmental feasibility (wetland, tidal marsh, natural habitat, etc.), and preliminary cost estimates. For example, it should take into account potential CEQA impacts such as to birds/other species and wetlands and permitting requirements, as well as potential traffic impact at key intersections such as SR 37/101 interchange.

The alternative development process shall also accomplish the following:

- Maintaining the existing rail line, with consideration of not precluding future rail line improvements due to Sea Level Rise
- Preliminary analysis of a zero net wetland impact due to improvements, or strategy on wetlands impact approvals by the BCDC, the Water Board and Army Corps.
- Impacts to adjacent lands (flooding) if the existing Segment B levee is partially removed as part of the Project.

Task 4 Deliverables
Deliverable 4A: Draft Priority Segment Alternative Development Memo
Deliverable 4B: Final Priority Segment Alternative Development Memo

Task 5. Traffic Forecast and Operations Analysis
Based on a 12-month schedule assumption, CONSULTANT shall propose appropriate traffic operations analysis tool(s) for the study.

Near-Term Conditions:
For all project alternatives to be developed as part of Task 4, the CONSULTANT shall apply a growth rate to develop traffic forecasts for the study corridor and conduct traffic operations analysis. Results of the near-term conditions analysis will be used to inform project alternative recommendations.

Long-Term Conditions:
Following the identification of a short-list of recommended alternatives to advance into further project development, the CONSULTANT shall develop long-term traffic forecast (such as Year 2040), and conduct a high-level traffic analysis. Results of the long-term conditions analysis would be used to inform the useful life of recommended alternatives.

Task 5 Deliverables
Deliverable 5A: Draft Traffic Forecast and Operations Analysis Memo
Deliverable 5B: Final Traffic Forecast and Operations Analysis Memo
Deliverable 5C: Traffic Operations Analysis Input and Output Files

Task 6. Design Alternative Assessment Documentation
A draft DAA technical memorandum shall be prepared for stakeholder review. The memo shall document the results of Tasks 2 to 5, including an executive summary, assumptions, alternative development and screening process, analysis methods, performance measures, and 6-Page cost estimates. In addition, the appropriate phasing of recommended design concepts, and packaging of the individual elements where appropriate, shall be included in the memo. The DAA documentation shall also include a Purpose and Need statement for the priority project. A final DAA memo addressing all written comments shall be prepared.

**Task 6 Deliverables**
Deliverable 6A: Draft Design Alternatives Assessment Technical Memo
Deliverable 6B: Final Design Alternatives Assessment Technical Memo

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### Draft Task Order Schedule

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<td>Deliverable 1.1 – 1.14: Meeting Minutes</td>
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<tr>
<td>Deliverables 2A – 2I: Data Collection and Assessment</td>
<td>February 2017</td>
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<tr>
<td>Deliverable 3A – 3B: SR 37 Corridor Plan</td>
<td>May 2017</td>
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<tr>
<td>Deliverable 4A – 4B: Alternative Development for Priority Segment</td>
<td>August 2017</td>
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<tr>
<td>Deliverable 5A – 5C: Traffic Forecast and Operations Analysis</td>
<td>September 2017</td>
</tr>
<tr>
<td>Deliverable 6A – 6B: Design Alternative Assessment Documentation</td>
<td>November 2017</td>
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* Assume notice to proceed by December 2016. Assume Task 5 can proceed concurrently with Tasks 3 and 4.
Staff Report

To: Sonoma County Transportation Authority
From: Suzanne Smith, Executive Director
Item: 3.10 – SCTA FY2016/2017 Final Budget Adjustment to Salaries and Benefits Expenditures
Date: March 27, 2017

Issue:
Shall the SCTA adopt Resolution No. 2017-007 approving a budget adjustment necessary to allow for increased personnel expenditures to the Final SCTA Budget?

Background:
The October 2016 approval of the FY2016/17 Final Budget reflected salaries and benefits for 11.5 full time positions estimated at $1,950,092. Personnel costs were underestimated by approximately $80,000. This proposed adjustment would increase the total salary and benefits budget to $2,030,092, up 4.1% due to the actual salary & benefits being paid and actual hire dates of new staff.

Policy Impacts:
There are no new policy impacts resulting from the proposed FY16/17 final budget adjustment.

Fiscal Impacts:
The fiscal impacts of the proposed budget amendment are outlined in the attached spreadsheet but we are essentially revenue neutral based on the various reimbursable projects and programs that SCTA staff charge their time to.

Staff Recommendation:
Staff recommends that the Board adopt SCTA Resolution No. 2017-007 approving the final budget adjustment and authorize the Executive Director to sign the budgetary adjustment form.
RESOLUTION OF THE BOARD OF DIRECTORS OF THE SONOMA COUNTY TRANSPORTATION AUTHORITY, COUNTY OF SONOMA, STATE OF CALIFORNIA, ADOPTING AN ADJUSTMENT TO THE FINAL SCTA BUDGET FOR FISCAL YEAR 2016/2017 RELATED TO INCREASED SALARIES AND BENEFITS EXPENDITURES.

WHEREAS, a Final Sonoma County Transportation Authority Budget for Fiscal Year 2016/2017 was prepared by the Executive Director and approved by the Sonoma County Transportation Authority on October 10, 2016; and

WHEREAS, the Final Sonoma County Transportation Authority Budget for Fiscal Year 2016/2017 requires a budgetary adjustment to reflect an increase in expected increased expenditures in the Salaries and Benefits accounts due to under-estimating expenditures in the FY 2016/2017 budget; and

WHEREAS, the adjustment to the Final Sonoma County Transportation Authority Budget for Fiscal Year 2016/2017 shall be processed as described in the Budgetary Adjustment Request Form attached hereto and incorporated herein as Attachment A.

NOW, THEREFORE, BE IT RESOLVED that the Final Sonoma County Transportation Authority Budget for Fiscal Year 2016/2017 be adjusted to account for an increase in expected expenditures in the Salaries and Benefits accounts.

BE IT FURTHER RESOLVED that the Executive Director, acting as Clerk of the Authority, shall deliver a certified copy of this resolution to the Sonoma County Auditor-Controller.

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

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<thead>
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<th>Director Mansell</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>Director Landman</td>
<td>Director Salmon</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Director Mackenzie</td>
<td>Director Zane</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Ayes:     Noes:     Absent:     Abstain:  

SO ORDERED

I, the undersigned, certify that the foregoing resolution was duly adopted at a regular meeting of the Board of Directors of the Sonoma County Transportation Authority held on March 27, 2017.

____________________________________
Suzanne Smith, Executive Director
Clerk, Sonoma County Transportation Authority
SPECIAL DISTRICTS GOVERNED BY
LOCAL BOARDS - BUDGETARY REVISIONS

Resolution No. 2017-007
Name of District Sonoma County Transportation Authority
Address of District 490 Mendocino Ave., Suite 206, Santa Rosa, CA
Telephone No. of District 707 565-5373

<table>
<thead>
<tr>
<th>Inc/Dcr</th>
<th>GL BU</th>
<th>FUND</th>
<th>DEPARTMENT ID</th>
<th>ACCOUNT</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
<td>Inc</td>
<td>SC002</td>
<td>74501</td>
<td>70010100</td>
<td>50602 - Final Budget Adjustment</td>
<td>80,000</td>
</tr>
</tbody>
</table>

Totals 80,000

WHEREAS, THE 2016 to 2017 Budget as adopted had insufficient appropriations to cover Salaries and Benefits Expenses and
WHEREAS, appropriations now are needed to pay Salaries and Benefits

THEREFORE, BE IT RESOLVED, the County Auditor be and he is hereby authorized and directed to make the above appropriations within the authorized budget of Sonoma County Transportation Authority

The foregoing resolution was introduced by DIRECTOR (   ) TRUSTEE (   ), who moved its adoption, seconded by DIRECTORS (   ) TRUSTEES (   ), and adopted on roll call by the following vote:

<table>
<thead>
<tr>
<th>DIRECTORS (   )</th>
<th>TRUSTEES (   )</th>
<th>NAME</th>
<th>VOTE</th>
</tr>
</thead>
</table>

AYES:_____ NOES:_____ ABSENT OR NOT VOTING: _____

WHEREUPON, the Chairman declared the foregoing resolution adopted, and

Date ______________ SO ORDERED

Attested:
Signature: ___________________________ Signature: __________________________
Secretary/Clerk of the Board Chairman

PS REV 07/14
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Revenues</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>State - STIP/PPM</td>
<td>132,758</td>
<td>223,000</td>
<td>199,768</td>
<td>150,000</td>
<td>325,000</td>
<td>175,000</td>
<td>116.67%</td>
</tr>
<tr>
<td>State - TDA3</td>
<td>70,253</td>
<td>30,000</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Federal - Real Time Rideshare CMAQ</td>
<td>265,659</td>
<td>178,400</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td>Local Contributions</td>
<td>341,250</td>
<td>341,250</td>
<td>351,487</td>
<td>351,488</td>
<td>387,032</td>
<td>35,544</td>
<td>10.11%</td>
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<tr>
<td>Federal - Short Range Transit Plan</td>
<td>-</td>
<td>18,395</td>
<td>20,000</td>
<td>1,605</td>
<td>(18,395)</td>
<td>(145,000)</td>
<td>-91.98%</td>
</tr>
<tr>
<td>Federal - MTC Contract STP/CMAQ</td>
<td>930,022</td>
<td>867,000</td>
<td>789,381</td>
<td>900,000</td>
<td>755,000</td>
<td>(145,000)</td>
<td>-16.11%</td>
</tr>
<tr>
<td>HOV Lane Violation Fines</td>
<td>66,771</td>
<td>-</td>
<td>53,794</td>
<td>20,000</td>
<td>40,000</td>
<td>20,000</td>
<td>100.00%</td>
</tr>
<tr>
<td>Interest</td>
<td>474</td>
<td>1,000</td>
<td>954</td>
<td>1,000</td>
<td>-</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>State - Shift Grant SGC</td>
<td>96,237</td>
<td>422,000</td>
<td>369,619</td>
<td>557,000</td>
<td>438,900</td>
<td>(118,100)</td>
<td>-21.20%</td>
</tr>
<tr>
<td>Donations/Reimbursments</td>
<td>1,233</td>
<td>5,000</td>
<td>4,316</td>
<td>-</td>
<td>2,500</td>
<td>2,500</td>
<td>50.00%</td>
</tr>
<tr>
<td>Revenue Applicable from PY - Misc.</td>
<td>-</td>
<td>18,395</td>
<td>-</td>
<td>2,500</td>
<td>2,500</td>
<td>2,500</td>
<td>100.00%</td>
</tr>
<tr>
<td>Revenue App - PY Intergmt- State</td>
<td>-</td>
<td>(3,266)</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>TOTAL REVENUES</strong></td>
<td>1,915,366</td>
<td>2,067,650</td>
<td>1,854,478</td>
<td>1,999,488</td>
<td>1,962,837</td>
<td>(36,651)</td>
<td>-1.77%</td>
</tr>
<tr>
<td><strong>Expenditures</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>Salaries and Benefits</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Employee Salary (11.5 FT positions)</td>
<td>1,044,112</td>
<td>1,033,075</td>
<td>1,157,565</td>
<td>1,210,615</td>
<td>1,159,592</td>
<td>53,050</td>
<td>4.58%</td>
</tr>
<tr>
<td>Employee Benefits (11.5 FT positions)</td>
<td>620,237</td>
<td>596,284</td>
<td>680,042</td>
<td>819,477</td>
<td>665,310</td>
<td>139,435</td>
<td>20.50%</td>
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<tr>
<td><strong>SUBTOTAL</strong></td>
<td>1,664,349</td>
<td>1,629,359</td>
<td>1,824,903</td>
<td>1,837,607</td>
<td>2,030,092</td>
<td>192,485</td>
<td>11.81%</td>
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<tr>
<td><strong>Outside Contracts/Services</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Services (mail, EFS, payroll)</td>
<td>29,069</td>
<td>25,500</td>
<td>15,000</td>
<td>20,000</td>
<td>11,800</td>
<td>2,000</td>
<td>-11.04%</td>
</tr>
<tr>
<td>Audit Services</td>
<td>26,975</td>
<td>25,000</td>
<td>20,000</td>
<td>15,000</td>
<td>23,800</td>
<td>12,000</td>
<td>48.00%</td>
</tr>
<tr>
<td>Fiscal Accounting Services</td>
<td>46,764</td>
<td>37,000</td>
<td>40,000</td>
<td>15,000</td>
<td>41,200</td>
<td>1,000</td>
<td>3.00%</td>
</tr>
<tr>
<td>Legal Services</td>
<td>5,439</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>15,000</td>
<td>-</td>
<td>0.00%</td>
</tr>
<tr>
<td>Consultant Services</td>
<td>91,837</td>
<td>450,000</td>
<td>300,000</td>
<td>65,000</td>
<td>235,000</td>
<td>(150,000)</td>
<td>-57.14%</td>
</tr>
<tr>
<td>Contract- Security Services</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>200,084</td>
<td>552,500</td>
<td>211,782</td>
<td>408,000</td>
<td>346,979</td>
<td>(61,021)</td>
<td>-11.04%</td>
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<tr>
<td><strong>Reimbursements</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reimbursements - Measure M</td>
<td>(193,046)</td>
<td>(200,000)</td>
<td>(187,100)</td>
<td>(200,000)</td>
<td>(265,000)</td>
<td>(65,000)</td>
<td>32.50%</td>
</tr>
<tr>
<td>Reimbursements - RCPA</td>
<td>(271,089)</td>
<td>(669,000)</td>
<td>(411,602)</td>
<td>(243,300)</td>
<td>(368,000)</td>
<td>(124,700)</td>
<td>51.25%</td>
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<tr>
<td>Reimbursements - TFCA</td>
<td>(29,675)</td>
<td>(30,000)</td>
<td>(22,779)</td>
<td>(30,000)</td>
<td>(29,650)</td>
<td>350</td>
<td>-1.17%</td>
</tr>
<tr>
<td><strong>SUBTOTAL</strong></td>
<td>(493,810)</td>
<td>(899,000)</td>
<td>(621,482)</td>
<td>(473,300)</td>
<td>(662,650)</td>
<td>(189,350)</td>
<td>40.01%</td>
</tr>
<tr>
<td><strong>TOTAL EXPENDITURES</strong></td>
<td>1,800,049</td>
<td>1,664,262</td>
<td>1,631,636</td>
<td>2,033,307</td>
<td>2,038,264</td>
<td>4,957</td>
<td>0.24%</td>
</tr>
<tr>
<td><strong>Starting Fund Balance</strong></td>
<td>365,698</td>
<td>365,698</td>
<td>481,015</td>
<td>481,015</td>
<td>737,093</td>
<td>256,078</td>
<td>53.24%</td>
</tr>
<tr>
<td>Total Revenue</td>
<td>1,915,366</td>
<td>2,067,650</td>
<td>1,854,478</td>
<td>1,999,488</td>
<td>1,962,837</td>
<td>(36,651)</td>
<td>-1.77%</td>
</tr>
<tr>
<td><strong>Total Expenditures</strong></td>
<td>(1,800,049)</td>
<td>(1,664,262)</td>
<td>(1,631,636)</td>
<td>(2,033,307)</td>
<td>(2,038,264)</td>
<td>(4,957)</td>
<td>0.24%</td>
</tr>
<tr>
<td>Adjustments</td>
<td>-</td>
<td>-</td>
<td>33,236</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>N/A</td>
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<tr>
<td>Change in Fund Balance</td>
<td>115,317</td>
<td>403,388</td>
<td>256,078</td>
<td>(33,819)</td>
<td>(75,427)</td>
<td>(41,608)</td>
<td>123.03%</td>
</tr>
<tr>
<td>ENDING FUND BALANCE</td>
<td>481,015</td>
<td>769,066</td>
<td>737,093</td>
<td>447,196</td>
<td>661,667</td>
<td>161,000</td>
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<tr>
<td><strong>TOTAL FUND BALANCE</strong></td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
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<td>-</td>
<td>-</td>
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</tbody>
</table>
Staff Report
To: SCTA Board of Directors
From: Janet Spilman, Director of Planning
Item: SCTA - Planning Activities Report
Date: March 27, 2017

Issue:
Information only.

Background:

PLANNING

• PDA Investment and Growth Strategy - Preparation and meetings to update PDA IGS which is a requirement for OBAG 2 funds. The report includes information on specific area planning in focused growth areas, PDAs and other placetypes, and progress on goals as required by MTC Resolution 4202 that governs funding in the One Bay Area Grant program. This is the second update to the PDA Investment and Growth Strategy, first adopted in 2013, and will be brought to the Board in May for approval.

• Bicycle and Pedestrian Planning - SCTA staff is in the process of updating the bicycle and pedestrian project list and maps for the Countywide Bicycle and Pedestrian Master Plan and for the Caltrans District 4 Bicycle Plan. The last update to the Countywide Bicycle and Pedestrian Master Plan was adopted in May 2014. Since then, several miles of bicycle facilities have been completed, the scopes of some plans have changed, and new needs have been identified. Staff is sharing updated data for existing facilities and planned projects in Sonoma County with Caltrans District 4 in support the development of their first bicycle plan, which will focus on the gaps and barriers around the State highway system. A survey for the Caltrans District 4 Bicycle Plan is currently open and information about the plan is available online at http://www.dot.ca.gov/d4/bikeplan/.

• Shift Sonoma County - SCTA and RCPA staff continue to work with consultants and local stakeholder groups on the development of the Shift Sonoma County Low Carbon Transportation Action Plan. Significant advancements have been made in finalizing a draft Employer Commute Toolkit and developing a draft Action Plan that encapsulates each of the individual Mode Shift and Fuel Shift tools. http://scta.ca.gov/planning/shift

ADMINISTRATION OF ALTERNATIVE TRANSPORTATION FUNDING

SCTA staff has released calls for projects for two annual alternative transportation funding sources: Transportation Development Act, Article 3 and Transportation for Clean Air Fund, County Program Manager.
• **Transportation Development Act, Article 3 (TDA3)** funds may be used for bicycle lanes, bicycle and pedestrian paths, and related planning and marketing efforts. Sonoma County's cities/towns and the County of Sonoma are eligible to apply. Applications were received on March 17, 2017. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)  Next – review by CBPAC March 29

• **Transportation for Clean Air Fund, County Program Manager (TFCA, CPM)** funds may be used for cost-effective projects that reduce on-road motor vehicle emissions within the Bay Area Air Quality Management District's jurisdiction. Eligible project types include trip reduction, clean air vehicles and infrastructure, arterial management, and bicycle projects. Applications were received on March 20, 2017. [http://scta.ca.gov/projects/funding/](http://scta.ca.gov/projects/funding/)  Next – review by Transit TAC and TAC in April

**PROGRAM MANAGEMENT**

• **Santa Rosa Car Share Pilot Program** - SCTA released a Request for Proposals for a car share operator to implement the Santa Rosa Car Share Pilot Program on March 14th. This program will be subsidized through a Congestion Management Air Quality, Climate Initiatives grant awarded through the Metropolitan Transportation Commission (MTC). A proposed contract will be brought to the Board for approval. The grant will provide operating and marketing subsidies to a car share operator for implementing new service to Santa Rosa for a two-year period. The full RFP is available at [http://bit.ly/2mJ8QoF](http://bit.ly/2mJ8QoF).

• **Safe Routes to School** - SCTA staff has debriefed with the Department of Health Services and the Sonoma County Bicycle Coalition to develop a work plan for the continuation of the Safe Routes to School Program in school year 17/18 under Measure M and an overall vision for the program funded through OBAG 2 beginning in school year 18/19.

• **Bike Share Grant** - In June 2016, the SCTA partnered with the Transportation Authority of Marin (TAM) on a Letter of Interest to MTC for a Bike Share Capital Program grant proposing a SMART Phase 1 corridor bike share program. MTC has invited SCTA and TAM to submit a full application after the official call for projects is released later this year. SCTA staff has been working with TAM and MTC to identify planning needs and potential program details.

**DATA MANAGEMENT AND FORECASTING**

Staff provided current/future traffic volumes and congestion data for the Highway 37 and Highway 12 corridors to the public and answered a number of detailed questions about the SCTA modeling program, the Sonoma County Travel Model, and how roadway level of service is calculated. Estimates of current and future population and employment distributions, existing and future traffic, and other travel forecast information for locations around unincorporated Sonoma County and the Town of Windsor were delivered to local staff and consultants working on local projects.

• **Sonoma County Travel Model Update** - SCTA is updating the Sonoma County Travel Model. Major components of the model update include:
  • Updating model base year from 2010 to 2015
  • Reflecting housing and employment growth that has occurred from 2010 – 2015 in the travel model
  • Including recent transportation improvements and changes to local transit service in the travel model
• Updating 2040 forecasts to reflect changes in local and regional planning priorities and to include recent general plan and area specific plans in model forecasts.

• Validate the model using recent traffic counts, transit ridership counts and surveys, and census and travel survey information.

Staff is currently in the process of working with local planning staff to update existing land use model inputs from 2010 to 2015.

• Travel Forecasting and Modeling - Staff is currently working with the Town of Windsor to provide travel forecasts associated with the ongoing General Plan update and environmental review process.

COORDINATION & OUTREACH

Local Activities

• The Springs Specific Plan TAC – met March 9 as participant

• Staff presented to Sonoma State ENSP class about transportation planning

• Spare the Air Committee – Met in February at SCTA office to gather information on existing messaging and brainstorm for collaborative messaging on alternative transportation.

Regional Coordination

• MTC/ABAG committees: participation in Regional Advisory Working Group; Regional Equity Working Group met in February and March

• Regional Model Working Group – Chris Barney chaired ongoing monthly meeting

• SB 743 Coordination and Tracking – Staff worked with other regional planning staff to track developments related to SB 743 implementation in the Bay Area.

• Regional Paratransit Coordinating Committee workshop in - in San Carlos for all Bay Area Paratransit coordinating committees to discuss and review practices and programs for mobility. Staff attended with Santa Rosa and Petaluma transit staff and TPCC vice chair in February. At least 50 in attendance.

• CMA Planning Directors – met in February and March – Janet Spilman is V. Chair

• Bay Area Planning Directors Executive Committee – met in February and March.

Policy Impacts:

All activities are consistent with SCTA policy.

Fiscal Impacts:

Fund programs totaling over $1M are being administered by SCTA planning staff in March. Budget for the Car Share call for projects is $144,000.

Staff Recommendation:

Information only.
Staff Report

To:  SCTA Board of Directors

From:  Suzanne Smith, Executive Director

Item:  4.2.1 – Measure M ad hoc Committee update

Date:  March 27, 2017

**Issue:**
What is the status of discussion related to extending or expanding the Measure M transportation sales tax?

**Background:**
In November 2016 the Board appointed an ad hoc committee to explore renewal of the Measure M ¼ cent transportation sales tax. Measure M was approved by voters in November 2004, went into effect on April 1, 2005 and will sunset March 30, 2025.

The ad hoc committee has met three times. The committee has reviewed data about election turnout and sales tax estimates for a ¼ cent and ½ cent. Staff has also provided analysis on pavement needs for local roads, analysis on bus transit service and costs to complete Highway 101 in Sonoma County. At its most recent meeting the ad hoc committee invited in key stakeholders from various community groups to discuss their sentiments about Measure M and how they might feel about a renewal effort. This was a very positive conversation and there was a high degree of interest by all parties.

As a result of these three meetings the ad hoc committee has expressed interest in pursuing an election in November 2018, to expand Measure M to a ½ cent. This is needed in order to have significant impact on improving local roads, completing Highway 101 and expanding upon the bus transit and bicycle/pedestrian programs. The straw man proposal is a ½ cent tax beginning April 1, 2019 through March 30, 2045. The straw man funding split and detailed revenue projections for each program are attached along with the funding split from Measure M.

**Policy Impacts:**
The SCTA has been a self help county since 2005 and as a result been able to leverage local dollars by as much as 7:1 with State funds. The SCTA is the only ¼ cent sales tax in the State as all others are ½ cent. SMART administers a separate ¼ cent tax for passenger rail. Maintaining the self help status will be imperative to continuing to access State and federal funds in a meaningful amount.

**Fiscal Impacts:**
The costs associated with developing an expenditure plan and placing a ballot measure before voters will be borne by the SCTA. Staff time will be deployed and some budget for community engagement and polling might be needed. Those expenditures could be included in the FY17/18 SCTX budget. The cost of a countywide election is difficult to estimate without knowing the number of other measures on the ballot but could be $100,000. The cost of the election can be paid for out of the proceeds of a winning measure but if the measure is unsuccessful the SCTA would be required to pay the cost.
Staff Recommendation:
Provide direction to the ad hoc committee and staff on priorities and approaches related to extending or expanding the Measure M sales tax.
**Measure M Ad Hoc - March 9, 2017**

**Stakeholder Handout**

**Existing Measure M - Expenditure Plan**

1/4 cent 20 years passed in November 2004

**TOTAL PROJECTED REVENUE 2004:** $470,000,000

<table>
<thead>
<tr>
<th>Highways</th>
<th>40%</th>
<th>$188,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finish Hwy 101, improve Hwy 37 corridor, maintain and improve Hwys 1, 12, 116, 121</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Roads - Maintenance</th>
<th>20%</th>
<th>$94,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fix potholes, improve pavement condition, maintain existing facilities</td>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Local Street Projects</th>
<th>20%</th>
<th>$94,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local road improvement projects to address congestion and safety</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bike/Ped</th>
<th>4%</th>
<th>$18,800,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improve safety and access for bicycles and pedestrians with new bikeways and better maintained sidewalks including a bigger Safe</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Bus Transit</th>
<th>10%</th>
<th>$47,000,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Enhance and maintain bus service including free passes for students and veterans and easy options for seniors</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Passenger Rail</th>
<th>5%</th>
<th>$23,500,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Complete initial steps to accelerate SMART including Environmental, Engineering, Grade Crossings and Stations.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Administration</th>
<th>1%</th>
<th>$4,700,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial oversight and transparency on tax</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

100% $470,000,000
# AGENDA ITEM #3a - Measure M Ad Hoc
- March 9, 2017

## TOTAL TAX PROJECTION

<table>
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<tr>
<th>Year</th>
<th>Fiscal Year</th>
<th>1/4 cent with 3% growth</th>
<th>1/4 cent with 3% growth</th>
<th>Total 1/2 cent with 3%</th>
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M $ 184,760,983
New $ 783,849,140

Grand Total - M $ and New $ 1,919,135,884

* Tax collected from 4/1/2019 to 3/28/2045
AGENDA ITEM #3b - Measure M Ad Hoc  
- March 9, 2017

STRAWMAN DISTRIBUTION PROPOSAL

1/4 cent 6 years - 1/2 cent 20 years

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<tr>
<th>Category</th>
<th>Percentage</th>
<th>Revenue</th>
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<td>Finish Hwy 101, improve Hwy 37 corridor, maintain and improve Hwys 1, 12, 116, 121</td>
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<tr>
<td>Local Roads</td>
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<td>Fix potholes, improve pavement condition, improve traffic flow on local streets</td>
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<tr>
<td>Bike/Ped</td>
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<td>Improve safety and access for bicycles and pedestrians with new bikeways and better maintained sidewalks including a bigger Safe Routes to Schools program</td>
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<tr>
<td>Bus Transit</td>
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<td>Enhance and maintain bus service including free passes for students and veterans and easy options for seniors</td>
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<tr>
<td>Technology &amp; Innovative Programs</td>
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<td>Improve traffic congestion with better signal timing, new technology and trip reduction programs</td>
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<tr>
<td>Administration</td>
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<td>Financial oversight and transparency on tax expenditures through audits, citizen oversight and annual reports</td>
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100% $ 1,700,000,000

Previously Presented as: AGENDA ITEM #4 - Measure M Ad Hoc - January 23, 2017
LSR Annual Payments

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<td>New Tax</td>
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### AGENDA ITEM #3c ii - Measure M Ad Hoc
- March 9, 2017

#### LBT Annual Payments

<table>
<thead>
<tr>
<th>Year</th>
<th>Petaluma 12%</th>
<th>Santa Rosa 35%</th>
<th>Sonoma County 53%</th>
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<td>2026</td>
<td>$711,727</td>
<td>$2,075,872</td>
<td>$3,143,463</td>
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<td>2027</td>
<td>$733,079</td>
<td>$2,138,148</td>
<td>$3,237,767</td>
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<tr>
<td>2028</td>
<td>$755,072</td>
<td>$2,202,292</td>
<td>$3,334,900</td>
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<tr>
<td>2029</td>
<td>$777,724</td>
<td>$2,268,361</td>
<td>$3,434,947</td>
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<tr>
<td>2030</td>
<td>$801,056</td>
<td>$2,336,412</td>
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<td>2031</td>
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<td>$2,406,504</td>
<td>$3,644,135</td>
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<td>2032</td>
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<td>$2,478,700</td>
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<td>2033</td>
<td>$875,335</td>
<td>$2,553,061</td>
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<td>2034</td>
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<td>$2,629,652</td>
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<td>2035</td>
<td>$928,643</td>
<td>$2,708,542</td>
<td>$4,101,506</td>
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<tr>
<td>2036</td>
<td>$956,502</td>
<td>$2,789,978</td>
<td>$4,224,551</td>
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<td>$985,197</td>
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<td>2044</td>
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<td>$5,351,535</td>
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<tr>
<td>2045</td>
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<td>$2,730,040</td>
<td>$4,134,061</td>
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<td><strong>TOTAL</strong></td>
<td>$1,871,633</td>
<td>$21,157,998</td>
<td>$61,710,826</td>
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<table>
<thead>
<tr>
<th>Year</th>
<th>12% New Tax</th>
<th>35% New Tax</th>
<th>53% New Tax</th>
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<td>$2,015,410</td>
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<td>$711,727</td>
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<td>$3,534,033</td>
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<td>2045</td>
<td>$936,014</td>
<td>$2,730,040</td>
<td>$4,134,061</td>
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</table>

**TOTAL**: $1,871,633, $21,157,998, $5,458,930, $61,710,826, $8,266,379, $93,447,823
Staff Report

To: Sonoma County Transportation Authority
From: Seana L. S. Gause, Senior – Programming and Projects
Item: 4.2.3 – Project Initiation Document Workplan
Date: March 27, 2017

Issue:
What is the status of the Project Initiation Documents (PIDs) in the FY17/18 Caltrans Work Plan? Shall the Board adjust and/or approve the 3 year Non-SHOPP Project List?

Background:
Each year, the Department of Transportation requests that the SCTA re-evaluate and approve a Caltrans work plan for PID development for the upcoming fiscal years. The State has established that locally proposed improvements for State highways require local funding for PIDs. The following are the projects on the SCTA’s previous priority list:

<table>
<thead>
<tr>
<th>Project Title/Location</th>
<th>Project Sponsor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Fourth and Farmers Lane</td>
<td>Santa Rosa</td>
</tr>
<tr>
<td>Highway 12 Corridor - Farmers Lane to Spring Lake Park</td>
<td>Santa Rosa</td>
</tr>
<tr>
<td>Railroad Avenue Interchange</td>
<td>County of Sonoma</td>
</tr>
<tr>
<td>Forestville Bypass</td>
<td>County of Sonoma</td>
</tr>
<tr>
<td>Highway 37 Improvements</td>
<td>MTC, SCTA, Caltrans, County of Sonoma</td>
</tr>
<tr>
<td>Dry Creek Road Interchange</td>
<td>Healdsburg / County of Sonoma</td>
</tr>
<tr>
<td>Shiloh Road Interchange</td>
<td>Windsor</td>
</tr>
<tr>
<td>Arata Lane Interchange</td>
<td>Windsor</td>
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</tbody>
</table>

Caltrans has established that in order to be included in the 3 year work plan, projects must be listed in the Regional Transportation Plan (RTP). The RTP (Plan Bay Area) is fiscally constrained, which is slightly different from previous versions that contained both constrained lists and “vision” lists which were financially unconstrained. None of the above listed projects are on the financially constrained RTP list so Caltrans may not prioritize them in their overall work plan.

This above list was vetted at the Technical Advisory Committee and the Town of Windsor representatives requested that two new projects be added to the list. The first, which the Town expects to enter into a
cooperative agreement with Caltrans for oversight in FY17/18 is the Shiloh Interchange Improvement project. The second project, which will be added to the FY19/20 list is the Arata Interchange Improvement project.

**Policy Impacts:**
None

**Fiscal Impacts:**
Project sponsors are responsible for funding any work done on development of PIDs, either with consultant services and Caltrans oversight, or funding Caltrans staff to perform the work. This places the financial responsibility on jurisdictions seeking improvements in the state right-of-way.

**Staff Recommendation:**
Staff recommends that the Board review and approve the above list of projects.
Staff Report

To: Sonoma County Transportation Authority
From: Dana Turrey, Transportation Planner
Item: 4.2.4 - FY17/18 Coordinated Claim for Transit Funding
Date: March 27, 2017

Issue:
Shall the Sonoma County Transportation Authority (SCTA) approve the Coordinated Claim for FY17/2018 State and local transit funding?

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

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

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

i) Population Formula Funds go to local operators for transit projects.

ii) Regional Paratransit Funds are available from MTC for paratransit services by Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit.

iii) Revenue Based Funds are allocated to operators eligible for TDA Article 4: Sonoma County Transit, Santa Rosa CityBus, and Petaluma Transit.

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

The revenue streams from all of these sources are affected by changes in the economy, as well as changes in legislation and programs; thus, operators must deal with funding instability as a constant condition.

Population is another variable since it is used as a method of distribution of funding. From the FY06/07 Coordinated Claim until now, the Sonoma County Transit service area population percentage (i.e., 100% minus Santa Rosa & Petaluma) has decreased from 55.44% to 52.98%; Santa Rosa has risen from 32.74% to 35.00%; Petaluma has increased from 11.82% to 12.03%, of total county population.
What is the Coordinated Claim?

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

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

FY17/18 Funding Coordination:

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

Based on a contribution formula established in FY96/97, all Sonoma County entities contribute to Golden Gate Transit (GGT). Collectively, as required by MTC resolution 2858, these contributions provide an amount equal to 25% of Sonoma County’s fiscal year TDA funds.

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

TDA funds can also be used for non-transit purposes if MTC makes a finding that “all transit needs which are reasonable to meet are being met” in those jurisdictions claiming funds for other purposes. Recognizing the increased need for paratransit services and continuing unmet transit needs, the SCTA determined that use of TDA funds for non-transit purposes be phased out by 2002 (Resolution 2001-008).

Fiscal Impacts:

The combined total from the three funding sources is estimated at approximately $26.97 million.

Requested Action:

Staff recommends that the Board review and approve the attached FY17/18 Coordinated Claim. The Transit Technical Advisory Committee (TTAC) recommended SCTA approval at their March 8, 2017 meeting. The Transit Paratransit Coordinating Committee (TPCC) will review and make a recommendation to the Board at their March 21, 2017 meeting.
## FY 2017-18 TDA / STA / Measure M - Fund Summary

<table>
<thead>
<tr>
<th></th>
<th>TDA</th>
<th>STA</th>
<th>MEASURE M</th>
<th>Total TDA / STA / MEASURE M</th>
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</thead>
<tbody>
<tr>
<td>Forecasted Revenue:</td>
<td>$23,700,000 100.00%</td>
<td>$2,231,069</td>
<td>$2,370,000 100.00%</td>
<td>$28,301,069 100.00%</td>
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<tr>
<td>MTC Contributions:</td>
<td>829,500 3.50%</td>
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<td>-----</td>
<td>829,500 2.93%</td>
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<tr>
<td>County Administration (Auditor)</td>
<td>45,000 0.19%</td>
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<td>-----</td>
<td>45,000 0.16%</td>
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<tr>
<td>Article 3 - Bicycle &amp; Pedestrian Projects</td>
<td>456,510 1.93%</td>
<td>-----</td>
<td>-----</td>
<td>456,510 1.61%</td>
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<tr>
<td>FY 2017-18 Funds to Transit Operators</td>
<td>$22,368,990 94.38%</td>
<td>$2,231,069 100.00%</td>
<td>$2,370,000 100.00%</td>
<td>$26,970,059 95.30%</td>
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<tr>
<td>Petaluma Transit</td>
<td>1,667,213 7.45%</td>
<td>208,871 9.36%</td>
<td>285,061 12.03%</td>
<td>2,161,145 8.01%</td>
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<tr>
<td>Santa Rosa CityBus</td>
<td>5,965,424 26.67%</td>
<td>788,211 35.33%</td>
<td>829,412 35.00%</td>
<td>7,583,047 28.12%</td>
</tr>
<tr>
<td>Sonoma County Transit*</td>
<td>9,144,106 40.88%</td>
<td>1,196,450 53.63%</td>
<td>1,255,527 52.98%</td>
<td>11,596,084 43.00%</td>
</tr>
<tr>
<td>Golden Gate Transit</td>
<td>5,592,248 25.00%</td>
<td>37,537 1.68%</td>
<td>-----</td>
<td>5,629,785 20.87%</td>
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<tr>
<td>Totals by Funding Source</td>
<td>$22,368,990 100.00%</td>
<td>$2,231,069 100.00%</td>
<td>$2,370,000 100.00%</td>
<td>$26,970,059 100.00%</td>
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<tr>
<td>% by Funding Source</td>
<td>82.94%</td>
<td>8.27%</td>
<td>8.79%</td>
<td>100.00%</td>
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### I. TDA Funds Available

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<td>FY 2017-18</td>
<td>FY 2016-17</td>
<td>$23,700,000</td>
<td>$22,800,000</td>
<td>$23,050,000</td>
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<tr>
<td>MTC Administration</td>
<td>116,500</td>
<td>114,000</td>
<td>% Change- FY 2017 Adopted Estimate vs. FY 2018 Auditor's Estimate: 3.95%</td>
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<tr>
<td>MTC Planning</td>
<td>711,000</td>
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<tr>
<td>County Administration</td>
<td>45,000</td>
<td>40,000</td>
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<td>Subtotal:</td>
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<td>22,825,500</td>
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<td>Less:</td>
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<tr>
<td>Article 3 Pedestrian/Bicycle Funding (2.0%)</td>
<td>456,510</td>
<td>439,240</td>
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<tr>
<td>Total:</td>
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<td>$22,368,990</td>
<td>$21,522,760</td>
<td>$846,229</td>
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### II. Distribution of TDA Funds

#### A. Distribution by Apportionment Area

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<thead>
<tr>
<th>Area</th>
<th>Population*</th>
<th>Percent</th>
<th>FY 2017-18 Apportionment</th>
<th>FY 2016-17 Apportionment</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>8,825</td>
<td>1.7581%</td>
<td>$393,272</td>
<td>$377,671</td>
<td>$15,601</td>
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<tr>
<td>Cotati</td>
<td>7,163</td>
<td>1.4250%</td>
<td>318,762</td>
<td>318,600</td>
<td>162</td>
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<tr>
<td>Healdsburg</td>
<td>11,699</td>
<td>2.3307%</td>
<td>521,347</td>
<td>506,671</td>
<td>14,676</td>
</tr>
<tr>
<td>Petaluma</td>
<td>60,375</td>
<td>12.0279%</td>
<td>2,690,514</td>
<td>2,562,282</td>
<td>108,232</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>42,003</td>
<td>8.3678%</td>
<td>1,871,796</td>
<td>1,781,532</td>
<td>90,264</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>175,667</td>
<td>34.9983%</td>
<td>7,828,315</td>
<td>7,506,183</td>
<td>322,132</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>7,527</td>
<td>1.4995%</td>
<td>335,429</td>
<td>325,583</td>
<td>9,846</td>
</tr>
<tr>
<td>Sonoma</td>
<td>10,865</td>
<td>2.1645%</td>
<td>484,181</td>
<td>474,170</td>
<td>10,011</td>
</tr>
<tr>
<td>Windsor</td>
<td>27,031</td>
<td>5.3851%</td>
<td>1,204,593</td>
<td>1,185,534</td>
<td>10,059</td>
</tr>
<tr>
<td>County</td>
<td>150,814</td>
<td>30.0451%</td>
<td>6,720,782</td>
<td>6,464,335</td>
<td>256,447</td>
</tr>
<tr>
<td>Total</td>
<td>501,959</td>
<td>100.0000%</td>
<td>$22,368,990</td>
<td>$21,522,761</td>
<td>$846,229</td>
</tr>
</tbody>
</table>

* California Department of Finance - January 1, 2016 - Based on published population by entity - Table E-1.

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

<table>
<thead>
<tr>
<th>Area</th>
<th>Distribution</th>
<th>FY 2017-16 Allocation</th>
<th>FY 2016-17 Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>10.07735%</td>
<td>$39,631</td>
<td>$38,140</td>
</tr>
<tr>
<td>Cotati</td>
<td>28.78000%</td>
<td>91,740</td>
<td>92,684</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>10.07735%</td>
<td>52,538</td>
<td>50,941</td>
</tr>
<tr>
<td>Petaluma</td>
<td>28.78000%</td>
<td>774,330</td>
<td>750,321</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>28.78000%</td>
<td>538,703</td>
<td>517,874</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>25.00000%</td>
<td>1,957,079</td>
<td>1,875,715</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>10.07735%</td>
<td>33,802</td>
<td>32,839</td>
</tr>
<tr>
<td>Sonoma</td>
<td>10.07735%</td>
<td>48,793</td>
<td>47,674</td>
</tr>
<tr>
<td>Windsor</td>
<td>10.07735%</td>
<td>121,391</td>
<td>119,634</td>
</tr>
<tr>
<td>County</td>
<td>28.78000%</td>
<td>1,204,593</td>
<td>1,185,534</td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$5,592,248</td>
<td>$5,404,333</td>
</tr>
</tbody>
</table>

25.00% of County TDA
## C. Contribution to Sonoma County Transit for intercity services between Petaluma and Santa Rosa:  
(Sonoma County Transit Routes 44 & 48)

<table>
<thead>
<tr>
<th>Area</th>
<th>FY 2017-18</th>
<th></th>
<th></th>
<th>FY 2016-17</th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Percent of</td>
<td>Fixed-Route</td>
<td>Paratransit</td>
<td>Percent of</td>
<td>Fixed-Route</td>
<td>Paratransit</td>
</tr>
<tr>
<td></td>
<td>Route Budget*</td>
<td>Allocation</td>
<td>Allocation**</td>
<td>TDA</td>
<td>Allocation</td>
<td>Allocation**</td>
</tr>
<tr>
<td>Petaluma</td>
<td>14.64%</td>
<td>$207,476 (1)</td>
<td>$41,495</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

** Cotati and Rohnert Park contributions to Sonoma County Transit Routes 44 & 48 are included in Section D.  
(1) - includes contribution for maintenance of the Petaluma Transit Mall.

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

<table>
<thead>
<tr>
<th>Area</th>
<th>FY 2016-17</th>
<th>FY 2017-18</th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Total</td>
<td>80%</td>
<td>20%</td>
<td>Percent</td>
<td>Total</td>
<td>80%</td>
</tr>
<tr>
<td></td>
<td>Contribution</td>
<td>Fixed Route</td>
<td>Paratransit</td>
<td>of TDA</td>
<td>Contribution</td>
<td>Fixed Route</td>
</tr>
<tr>
<td>Cotati</td>
<td>$181,421</td>
<td>$145,137</td>
<td>$36,284</td>
<td>Remainder</td>
<td>$178,062</td>
<td>$142,450</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>143,028</td>
<td>114,422</td>
<td>28,606</td>
<td>Remainder</td>
<td>143,587</td>
<td>114,870</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>265,619</td>
<td>228,495</td>
<td>37,124</td>
<td>Remainder</td>
<td>289,926</td>
<td>231,941</td>
</tr>
<tr>
<td>Cloverdale</td>
<td>232,463</td>
<td>185,972</td>
<td>46,493</td>
<td>Remainder</td>
<td>239,057</td>
<td>191,246</td>
</tr>
<tr>
<td>Windsor</td>
<td>767,385</td>
<td>613,908</td>
<td>153,477</td>
<td>Remainder</td>
<td>763,519</td>
<td>610,815</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>470,185</td>
<td>376,148</td>
<td>94,037</td>
<td>Remainder</td>
<td>494,556</td>
<td>395,645</td>
</tr>
<tr>
<td>Sonoma</td>
<td>204,437</td>
<td>163,550</td>
<td>40,887</td>
<td>Remainder</td>
<td>202,625</td>
<td>162,100</td>
</tr>
<tr>
<td>Total</td>
<td>$2,284,540</td>
<td>$1,827,632</td>
<td>$456,908</td>
<td></td>
<td>$2,311,332</td>
<td>$1,849,066</td>
</tr>
</tbody>
</table>

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

## E. Other contract services between apportionment areas:

<table>
<thead>
<tr>
<th>Area</th>
<th>FY 2017-18 Contribution</th>
<th>Claiming Agency</th>
<th>Purpose</th>
<th>FY 2016-17 Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>$114,583</td>
<td>County</td>
<td>Local Route 68</td>
<td>$110,232</td>
</tr>
<tr>
<td>County</td>
<td>94,188</td>
<td>Santa Rosa</td>
<td>Support for Santa Rosa Transit Mall Operations</td>
<td>90,611</td>
</tr>
<tr>
<td>Cotati</td>
<td>48,960</td>
<td>County</td>
<td></td>
<td>47,101</td>
</tr>
<tr>
<td>Cotati*</td>
<td>39,168</td>
<td>County</td>
<td>Local Routes 10 &amp; 11</td>
<td>37,681</td>
</tr>
<tr>
<td>Cotati**</td>
<td>9,792</td>
<td>County</td>
<td>Local Paratransit Contribution**</td>
<td>9,420</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>178,883</td>
<td>County</td>
<td>Local Route 67</td>
<td>172,090</td>
</tr>
<tr>
<td>Rohnert Park FR &amp; PT Total</td>
<td>838,537</td>
<td>County</td>
<td></td>
<td>806,694</td>
</tr>
<tr>
<td>Rohnert Park*</td>
<td>670,830</td>
<td>County</td>
<td>Local Routes 10,11,12,14</td>
<td>645,355</td>
</tr>
<tr>
<td>Rohnert Park**</td>
<td>167,708</td>
<td>County</td>
<td>Local Paratransit Contribution**</td>
<td>161,339</td>
</tr>
<tr>
<td>Sebastopol FR &amp; PT Total</td>
<td>158,040</td>
<td>County</td>
<td></td>
<td>152,038</td>
</tr>
<tr>
<td>Sebastopol*</td>
<td>126,432</td>
<td>County</td>
<td>Local Route 24</td>
<td>121,631</td>
</tr>
<tr>
<td>Sebastopol**</td>
<td>31,607</td>
<td>County</td>
<td>Local Paratransit Contribution**</td>
<td>30,407</td>
</tr>
<tr>
<td>Sonoma FR &amp; PT Total</td>
<td>232,763</td>
<td>County</td>
<td></td>
<td>223,924</td>
</tr>
<tr>
<td>Sonoma*</td>
<td>186,211</td>
<td>County</td>
<td>Local Routes 32 &amp; 34</td>
<td>179,140</td>
</tr>
<tr>
<td>Sonoma**</td>
<td>46,552</td>
<td>County</td>
<td>Local Paratransit Contribution**</td>
<td>44,784</td>
</tr>
<tr>
<td>Windsor FR &amp; PT Total</td>
<td>319,683</td>
<td>County</td>
<td></td>
<td>307,543</td>
</tr>
<tr>
<td>Windsor*</td>
<td>255,747</td>
<td>County</td>
<td>Local Route 66 ***</td>
<td>246,035</td>
</tr>
<tr>
<td>Windsor**</td>
<td>63,936</td>
<td>County</td>
<td>Local Paratransit Contribution**</td>
<td>61,508</td>
</tr>
</tbody>
</table>

** Contributions assume a 3.95% change over FY 2016-17 (from page 1).

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

*** Includes contribution for maintenance of the Windsor Intermodal Facility.
F. Paratransit Contributions

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

Prior-Year Revenue Adjustment*

*Prior year revenue adjustments are reflected in "Prior Year TDA Funds Available" on page 4. Balances are in accordance with MTC's Regional Fund Estimate dated February 22, 2017.

IV. Distribution of TDA Article 3 Pedestrian/Bicycle Funds

<table>
<thead>
<tr>
<th>Area</th>
<th>FY 2017-18 Population</th>
<th>Apportionment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>1.7581%</td>
<td>$8,026</td>
</tr>
<tr>
<td>Cotati</td>
<td>1.4250%</td>
<td>6,505</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>2.3307%</td>
<td>10,640</td>
</tr>
<tr>
<td>Petaluma</td>
<td>12.0279%</td>
<td>54,908</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>8.3678%</td>
<td>38,200</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>34.9963%</td>
<td>159,762</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>1.4995%</td>
<td>6,845</td>
</tr>
<tr>
<td>Sonoma</td>
<td>2.1645%</td>
<td>9,881</td>
</tr>
<tr>
<td>Windsor</td>
<td>5.3851%</td>
<td>24,584</td>
</tr>
<tr>
<td>County</td>
<td>30.0451%</td>
<td>137,159</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100.0000%</strong></td>
<td><strong>$456,510</strong></td>
</tr>
<tr>
<td><strong>Current-Year Funds Available</strong></td>
<td></td>
<td><strong>$0</strong></td>
</tr>
</tbody>
</table>

Projected FY 2017-18 Article 3 Funds Available for Distribution $456,510

Projected Prior-Year Fund Balance* 745,716

Total Article 3 Funds Available $1,202,226

* Per MTC Regional Fund Estimate 02-22-17.

Article 3 claimants should confirm their prior-year balance with SCTA prior to submitting a claim to MTC.
### III. Summary of TDA Fund Activity

<table>
<thead>
<tr>
<th>Agency</th>
<th>TDA Apportionment</th>
<th>Contributions to GGT</th>
<th>Contributions to SCT</th>
<th>Contract Contributions</th>
<th>Contributions to Paratransit</th>
<th>Projected FY 2017-18 TDA Entitlement</th>
<th>Projected Prior-Year TDA Funds Available*</th>
<th>Projected Total TDA Funds Available*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cloverdale</td>
<td>$393,272</td>
<td>($39,631)</td>
<td>($191,246)</td>
<td>($114,583)</td>
<td>($47,811)</td>
<td>$0</td>
<td>$0</td>
<td>$0</td>
</tr>
<tr>
<td>Cotati</td>
<td>318,762</td>
<td>(91,740)</td>
<td>(142,450)</td>
<td>(39,168)</td>
<td>(45,404)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Healdsburg</td>
<td>521,347</td>
<td>(52,538)</td>
<td>(410,824)</td>
<td>(57,985)</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Petaluma</td>
<td>2,690,514</td>
<td>(774,330)</td>
<td>(207,476)</td>
<td>(41,495)</td>
<td>1,667,213</td>
<td>729,828</td>
<td>2,397,041</td>
<td>0</td>
</tr>
<tr>
<td>Rohnert Park</td>
<td>1,871,796</td>
<td>(538,703)</td>
<td>(395,645)</td>
<td>(670,830)</td>
<td>(266,619)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Santa Rosa</td>
<td>7,828,315</td>
<td>(1,957,079)</td>
<td>---</td>
<td>94,188</td>
<td>---</td>
<td>5,965,424</td>
<td>1,959,197</td>
<td>7,924,621</td>
</tr>
<tr>
<td>Sebastopol</td>
<td>335,429</td>
<td>(33,802)</td>
<td>(114,870)</td>
<td>(126,432)</td>
<td>(60,325)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Sonoma</td>
<td>484,181</td>
<td>(48,793)</td>
<td>(162,100)</td>
<td>(186,211)</td>
<td>(67,077)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Windsor</td>
<td>1,204,593</td>
<td>(121,361)</td>
<td>(610,815)</td>
<td>(255,747)</td>
<td>(216,640)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>County</td>
<td>6,720,782</td>
<td>(1,934,241)</td>
<td>2,235,424</td>
<td>1,298,784</td>
<td>823,356</td>
<td>9,144,106</td>
<td>4,988,483</td>
<td>14,132,589</td>
</tr>
<tr>
<td>GGT</td>
<td>---</td>
<td>5,592,248</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>5,592,248</td>
<td>78,639</td>
<td>5,670,887</td>
</tr>
<tr>
<td>Total</td>
<td>$22,368,990</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>$22,368,990</td>
<td>$7,756,147</td>
<td>$30,125,138</td>
</tr>
</tbody>
</table>

* From MTC's Regional Fund Estimate dated 02-22-17. Claimants should confirm prior-year balances with MTC prior to submitting a claim for prior-year funds.

### Measure M Transit Distribution

<table>
<thead>
<tr>
<th>FY 2017-18</th>
<th>TDA Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$23,700,000</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>FY 2017-18</th>
<th>Measure M Forecast</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$23,700,000</td>
</tr>
</tbody>
</table>

**Measure M Distribution to Transit (19%) $4,503,000**
- Distribution for Bicycle & Pedestrian Projects (4%) $948,000
- Distribution to SMART (5%) $1,185,000
- Distribution to Transit Operators (10%) $2,370,000

**Distribution to Transit Operators based on TDA Population Percentages**

<table>
<thead>
<tr>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma Transit 12.0279% 285,061</td>
</tr>
<tr>
<td>Santa Rosa CityBus 34.9963% 829,412</td>
</tr>
<tr>
<td>Sonoma County Transit 52.9758% 1,255,527</td>
</tr>
<tr>
<td>Total 100.0000% $2,370,000</td>
</tr>
</tbody>
</table>
## Claim Summary by Apportionment Area - FY 2017-18 TDA Funds

<table>
<thead>
<tr>
<th>Claimant</th>
<th>Petaluma Apportionment Area</th>
<th>Santa Rosa Apportionment Area</th>
<th>Sonoma County Apportionment Area**</th>
<th>FY 2017-18 TDA Entitlement</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma - Petaluma Transit</td>
<td>1,667,213</td>
<td></td>
<td>1,667,213</td>
<td></td>
</tr>
<tr>
<td>Santa Rosa - Santa Rosa CityBus</td>
<td>5,871,237</td>
<td>94,188</td>
<td>5,965,424</td>
<td></td>
</tr>
<tr>
<td>County - Sonoma County Transit</td>
<td>248,971</td>
<td>8,895,134</td>
<td>9,144,105</td>
<td></td>
</tr>
<tr>
<td>GGT - Golden Gate Transit</td>
<td>774,330</td>
<td>1,957,079</td>
<td>2,860,839</td>
<td></td>
</tr>
<tr>
<td><strong>Total by Apportionment Area</strong></td>
<td><strong>$2,690,514</strong></td>
<td><strong>$7,828,315</strong></td>
<td><strong>$11,850,160</strong></td>
<td><strong>$22,368,990</strong></td>
</tr>
</tbody>
</table>

*From MTC's Regional Fund Estimate dated 02-22-17. Claimants should confirm prior-year balances with MTC prior to submitting a claim for prior-year funds.*
<table>
<thead>
<tr>
<th>Entity</th>
<th>Population-Based</th>
<th>Regional Paratransit</th>
<th>Revenue-Based</th>
<th>Total FY 2018 Funds Available for Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma Transit</td>
<td>$157,186</td>
<td>$40,634</td>
<td>$11,051</td>
<td>$208,871</td>
</tr>
<tr>
<td>Santa Rosa CityBus</td>
<td>571,686</td>
<td>118,227</td>
<td>$98,298</td>
<td>788,211</td>
</tr>
<tr>
<td>Sonoma County Transit*</td>
<td>904,689</td>
<td>178,967</td>
<td>$112,793</td>
<td>1,196,450</td>
</tr>
<tr>
<td>Golden Gate Transit</td>
<td>---</td>
<td>37,537</td>
<td>---</td>
<td>37,537</td>
</tr>
<tr>
<td>Total</td>
<td>$1,633,561</td>
<td>$375,365</td>
<td>$222,142</td>
<td>$2,231,068</td>
</tr>
</tbody>
</table>

* includes City of Healdsburg Revenue-Based funds
### Projected FY 2018 STA Revenue Estimate

<table>
<thead>
<tr>
<th>Operator</th>
<th>Population*</th>
<th>% Population</th>
<th>Population-Based</th>
<th>Regional Paratransit</th>
<th>Revenue-Based</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Petaluma Transit</td>
<td>60,375</td>
<td>12.0279%</td>
<td>$196,483</td>
<td>$45,148</td>
<td>$11,051</td>
<td>$252,682</td>
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<tr>
<td>Santa Rosa CityBus</td>
<td>175,667</td>
<td>34.9963%</td>
<td>571,686</td>
<td>131,364</td>
<td>$98,298</td>
<td>801,347</td>
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<tr>
<td>Sonoma County Transit</td>
<td>265,917</td>
<td>52.9758%</td>
<td>865,393</td>
<td>198,853</td>
<td>$112,793</td>
<td>1,177,038</td>
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<tr>
<td>Golden Gate Transit</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
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<tr>
<td><strong>Total</strong></td>
<td>501,959</td>
<td>100.0000%</td>
<td>$1,633,561</td>
<td>$375,365</td>
<td>$222,142</td>
<td>$2,231,068</td>
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</tbody>
</table>

* California Department of Finance - January 1, 2016 - Based on published population by entity - Table E-1.

### STA Population-Based Fund Summary

#### FY 2018 Funds Available

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
<th>Petaluma Transit</th>
<th>Santa Rosa CityBus</th>
<th>Sonoma County Transit</th>
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<tbody>
<tr>
<td>FY 18 Funds Available</td>
<td>$1,633,561</td>
<td>$196,483</td>
<td>$571,686</td>
<td>$865,393</td>
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<tr>
<td>FY 18 Allocation to Sonoma County Transit</td>
<td>(39,297)</td>
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<td>FY 18 Total Funds Available</td>
<td>$1,633,561</td>
<td>$157,186</td>
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### FY 2018 Multi-Jurisdictional STA Project List (Population-Based Funds)

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<thead>
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<th>Claimant</th>
<th>Total</th>
<th>Petaluma Transit</th>
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<tbody>
<tr>
<td>ADA Implementation</td>
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<td><strong>Total</strong></td>
<td>$39,297</td>
<td>$39,297</td>
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<td>$39,297</td>
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### STA Regional Paratransit Fund Summary

<table>
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<tr>
<th></th>
<th>Total</th>
<th>Petaluma Transit</th>
<th>Santa Rosa CityBus</th>
<th>Sonoma County Transit</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 18 Funds Available</td>
<td>$375,365</td>
<td>$45,148</td>
<td>$131,364</td>
<td>$198,853</td>
</tr>
<tr>
<td>FY 18 Regional ADA Support</td>
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<td>(4,515)</td>
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Staff Report

To: RCPA Board of Directors
From: Lauren Casey, Director of Climate Programs
Item: 4.3.1 – Climate Action Advisory Council update
Date: March 27, 2017

Issue:
Shall the Executive Committee identify any additional members to the CAAC?

Background:
The RCPA Board established a new Climate Action Advisory Committee in December 2016 to provide more community input and participation in RCPA programs. The CAAC will provide a forum for RCPA staff to share information about RCPA planning and programs, scope potential future projects, and generally support RCPA implementation efforts that are best suited to the communities of Sonoma County.

Meetings of the CAAC will be open to the public and noticed in accord with the Brown Act.

The RCPA Directors were asked to appoint two members to the CAAC each, for staggered terms, based on individuals’:

- Understanding, interest and commitment to the goals and objectives of the RCPA as described in the Climate Action 2020 and Beyond summary
- Community leadership and ability to represent the sentiment and needs of the community in which they reside

Nominations were due to RCPA staff by February 28th. Staff will distribute the full roster for review at the March Board meeting.

Policy Impacts:
None.

Fiscal Impacts:
Some staff time will be required to plan and convene the CAAC, but community engagement efforts were included in the FY16/17 budget.

Staff Recommendation:
That the Board identify any gaps in expertise for the Executive Committee to fill with additional invitations to the CAAC.
Staff Report

To: RCPA Board of Directors

From: Lauren Casey, Director of Climate Programs

Item: 4.3.2 – Sponsorship of SB 564 (McGuire) – Water Bill Savings Act

Date: March 27, 2017

Issue:
Shall the Board approve a letter of support for the Water Bill Savings Act (McGuire) to allow the use of existing pooled bond financing to deliver water efficiency as a core part of water service?

Background:
Pay As You Save (PAYS) is a model to offer customers a simple and attractive path to install water- and energy-saving property upgrades with no up-front cost. Customers that voluntarily participate in the program pay for installed upgrades through a monthly efficiency charge attached to their meter, with the assurance that their savings will exceed program charges.

The RCPA has continued to lead the growth of PAYS via the Bay Area Regional Energy Network (BayREN), which builds upon over $1.8 million in funding from the DOE and the California Public Utilities Commission (CPUC) to grow this program model. After successfully piloting Windsor Efficiency PAYS® with the Town of Windsor, RCPA has worked with the Bay Area Regional Energy Network to expand Windsor’s program and launch similar programs with the City of Hayward and East Bay Municipal Utility District (EBMUD).

Lessons Learned and the Need for Legislation:
The RCPA’s work to grow PAYS has revealed opportunities and lessons that can inform the future direction of the program. It has also exposed challenges that need to be addressed to realize the full potential of PAYS.

Lessons Learned:
1. The upfront costs of installing and maintaining water efficiency upgrades are a barrier that may prevent customers from installing water efficiency measures.
2. Many local governments lack a mechanism suitable to meet the challenge of creating, funding, and staffing large scale and rapidly deployable programs that facilitate widely accessible customer-side water efficiency upgrades.
3. Upgrade costs repaid by participating customers via an on-bill charge, rather than partially offset by rate-payer funded rebates, provide a more sustainable program model for conservation.
4. Significant water supply can be delivered through customer-side efficiency upgrades, even within “newer” communities like Windsor where 1.6 gallon per flush toilets are common.
At the core of these lessons learned are two challenges:

- Securing capital for the up-front costs of efficiency improvements, and
- Efficiently developing and operating a program that works at scale for a diversity of utilities and utility customers

To address both of those challenges, BayREN – led by the RCPA and the Association of Bay Area Governments – have developed a proposal to create a Joint Powers Authority to operate a regional PAYS program. A one-page overview of the JPA concept for PAYS is attached.

This approach will allow for centralized administration of financing, contactor certification and oversite, measure qualification, installation quality control, marketing, and other aspects of a PAYS program well suited to regional efficiency. Local agencies would opt into the program by becoming an associate member of the JPA, agreeing to let the program offer efficiency measures to their customers and to collect the efficiency charge associated with those improvements. A regional approach could make participation in PAYS much more feasible for water retailers in Sonoma County, for which staff time has previously been a concern.

**Water Bill Savings Act (SB 564 – McGuire):**

Local government entities already have the authority to create a JPA capable of issuing bonds to finance water projects, established by the Mark-Roos Local Bond Pooling Act. However, the relevance of Marks-Roos to customer water efficiency projects is unclear.

The proposed Water Bill Savings Act (SB 564 – McGuire, attached) was developed to explicitly allow local pooled bond financing authority to apply to customer water efficiency as an essential part of water service. SB 564 would authorize a joint powers authority to provide funding to acquire, install, or repair a water efficiency improvement on a customer’s property, to be repaid through an efficiency charge on the customer’s water bill. The Act would authorize the authority to issue bonds to fund the program as JPAs do customarily for water infrastructure projects.

This bill is substantively similar to SB 1233 introduced in the 2016 session, with some clarifications added related to consumer protection.

**Policy Impacts:**

This legislative proposal is aligned with the RCPA’s 2017 Legislative Principles by creating a funding mechanism for local agencies to protect water resources, respond to drought conditions and prepare for continued water scarcity, and improve the efficiency of buildings.

**Fiscal Impacts:**

The RCPA budget includes $303,946 to serve as the BayREN PAYS lead, which includes work to support the Association of Bay Area Governments in advancing this legislative proposal.

**Staff Recommendation:**

That the Board authorize staff to submit the attached letter of support for the Water Bill Savings Act (McGuire).
Water Bill Savings Program

The Bay Area Regional Energy Network (BayREN) Water Bill Savings Program (Program) is an elegant and multi-level solution to California’s mounting water supply and climate adaptation challenges. Organized under a Joint Powers Authority (JPA), the Program provides member municipal water utilities a way to offer their customers a simple path to make efficiency upgrades with no up-front costs. Participating customers pay for measures through a monthly tariffed surcharge affiliated with their water utility meter, with the assurance that bill savings exceed the surcharge. The JPA:

- Centralizes Program funding and administration.
- Secures the up-front capital required for wide-spread adoption of efficiency projects.
- Streamlines service delivery and simplifies Program operation.

The Program will facilitate the large scale adoption of efficiency upgrades required to meet California’s mandated drought response and greenhouse gas reductions.

Participating Customer Benefits

The Program allows participating water utility customers to purchase eligible program measures with specific program assurances field tested by BayREN’s PAYS® on-bill pilots:

- No up-front payment, no new debt obligation, no credit checks, and no liens.
- A utility-approved monthly tariffed surcharge that is lower than estimated savings generated.
- Repayment required only while they are a utility customer at the project location.
- A guarantee that failed measures are repaired or the payment obligation is terminated.

Program Benefits

The Program provides BayREN and member municipal water utilities with unique solutions to overcome common challenges to the wide-spread adoption of efficiency:

- Access to capital to pay for up-front project costs - As a JPA, the Program pools member utilities into a single entity that can effectively raise capital to facilitate the delivery of Program services – the installation of water and energy upgrades – for Member Utilities and their customers.
- Efficient delivery of services – The Program centralizes Program administration and operation. Member Utilities aggregate customer on-bill surcharges and repay the Program for services received, without having to grow staff.

Windsor Efficiency PAYS®
Program Highlights

- **5% of homes served; $427,802 in On-bill Surcharges** (as of 1/1/2015)
- **19.8% indoor water savings for Single Family** (as of 4/1/2015)
- **33% indoor water savings for Multifamily** (as of 4/1/2015)

The Program is informed by BayREN PAYS® on-bill pilots with the Town of Windsor, City of Hayward, and East Bay Municipal Utility District. Analysis of these pilots, a Program Concept Paper, draft JPA governing documents, and additional information is available at [www.bayren.org/content/onbilljpa](http://www.bayren.org/content/onbilljpa).

www.bayren.org/pays | pays@bayren.org
An act to add Section 6588.8 to, and to repeal and amend Section 6586.7 of, the Government Code, relating to water.

LEGISLATIVE COUNSEL’S DIGEST


Existing law, the Marks-Roos Local Bond Pooling Act of 1985, authorizes joint powers authorities, among other powers, to issue bonds and loan the proceeds to local agencies to finance specified types of projects and programs.

This bill would enact the Water Bill Savings Act, which would authorize a joint powers authority to provide funding for a customer of a local agency or its publicly owned utility to acquire, install, or repair a water efficiency improvement on the customer’s property served by the local agency or its publicly owned utility. The bill would require the customer to repay the authority through an efficiency charge on the customer’s water bill to be established and collected by the local agency or its publicly owned utility on behalf of the authority pursuant to a servicing agreement. The bill would authorize the authority to issue bonds to fund the program. The bill would require an efficiency improvement to comply with certain provisions of the CalConserve Water Use Efficiency Revolving Loan Program guidelines to be eligible for financing under the bill. The bill would also make technical changes.

The people of the State of California do enact as follows:

SECTION 1. The Legislature finds and declares all of the following:

(a) Water conservation efforts are indispensable to combating the current and continuing drought conditions faced by the state and advancing the state’s greenhouse gas emission reduction goals.

(b) The upfront cost of acquiring, installing, and repairing water efficiency improvements is often prohibitive and may prevent customers from using them on residential, commercial, industrial, agricultural, or other real property.

(c) The conservation to be accomplished by efficiency improvements, including, but not limited to, through an efficiency program established pursuant to Section 6588.8 of the Government Code, is a core component of the provision of “water” utility service, as defined in subdivision (m) of Section 53750 of the Government Code, and makes existing water supplies available for all water customers by displacing demand for those supplies. Accordingly, a pledge made pursuant to paragraph (5) of subdivision (f) of Section 6588.8 of the Government Code of water enterprise revenue as security for bonds that an authority has secured with a pledge of, and intends to pay from, efficiency charges is an appropriate use of water enterprise revenues as explained in Capistrano Taxpayers Association, Inc. v. City of San Juan Capistrano (2015) 235 Cal.App.4th 1493, 1501–1504.

SEC. 2. (a) It is the intent of the Legislature to make water efficiency improvements more affordable and promote the acquisition, installation, and repair of those improvements by allowing local agencies to establish a mechanism by which they may help their water customers to acquire, install, and repair water efficiency improvements on privately owned customer properties.

(b) It is the intent of the Legislature that this act authorize the development of a program to be established by a joint powers authority that would provide a water customer with an alternative and voluntary means to acquire, install, or repair water efficiency improvements. It is further the intent of the Legislature that the cost of this voluntarily acquired, installed, or repaired water efficiency improvement be repaid through an efficiency charge added to the water bill associated with the local agency’s or its
publicly owned utility’s water meter at the customer property upon which the water efficiency improvement is located.

SEC. 3. Section 6586.7 of the Government Code, as added by Section 4 of Chapter 723 of the Statutes of 2000, is repealed.

6586.7. (a) A copy of the resolution adopted by an authority authorizing bonds or any issuance of bonds, or accepting the benefit of any bonds or proceeds of bonds, except bonds issued or authorized pursuant to Article 1 (commencing with Section 6500), or bonds issued for the purposes specified in subdivision (c) of Section 6586.5, shall be sent by certified mail to the Attorney General and the California Debt and Investment Advisory Commission not later than five days after adoption by the authority.

(b) This section does not apply to bonds:

(1) Specified in subdivision (e) of Section 6586.5.

(2) Issued pursuant to the Community Redevelopment Law, Part 1 (commencing with Section 33000) of Division 24 of the Health and Safety Code.

(3) To finance transportation facilities and vehicles.

(4) To finance a facility that is located within the boundaries of an authority, provided that the authority that issues those bonds consists of any of the following:

(A) Local agencies with overlapping boundaries.

(B) A county and a local agency or local agencies located entirely within that county.

(C) A city and a local agency or local agencies located entirely within that city.

(5) To finance a facility for which an authority has received an allocation from the California Debt Limit Allocation Committee.

(6) Of an authority that consists of no less than 250 local agencies and the agreement that established that authority requires the governing body of the local agency that is a member of the authority in whose jurisdiction the facility will be located to approve the facility and the issuance of the bonds.

SEC. 4. Section 6586.7 of the Government Code, as added by Section 1 of Chapter 724 of the Statutes of 2000, is amended to read:

6586.7. (a) A copy of the resolution adopted by an authority authorizing bonds or any issuance of bonds, or accepting the benefit of any bonds or proceeds of bonds, except bonds issued or authorized pursuant to Article 1 (commencing with Section 6500),
or bonds issued for the purposes specified in subdivision (c) of
Section 6586.5, shall be sent by certified mail to the Attorney
General and the California Debt and Investment Advisory
Commission not later than five days after adoption by the authority.

(b) This section does not apply to bonds:
(1) Specified in subdivision (c) of Section 6586.5.
(2) Issued pursuant to the Community Redevelopment Law:
Part Law (Part 1 (commencing with Section 33000) of Division
(3) To finance transportation facilities and vehicles.
(4) To finance a facility that is located within the boundaries of
an authority, provided that the authority that issues those bonds
consists of any of the following:
(A) Local agencies with overlapping boundaries.
(B) A county and a local agency or local agencies located
entirely within that county.
(C) A city and a local agency or local agencies located entirely
within that city.
(5) To finance a facility for which an authority has received an
allocation from the California Debt Limit Allocation Committee.
(6) Of an authority that consists of no less than 100 local
agencies and the agreement that established that authority requires
the governing body of the local agency that is a member of the
authority in whose jurisdiction the facility will be located to
approve the facility and the issuance of the bonds.
(7) Issued pursuant to Section 6588.8.
SEC. 5. Section 6588.8 is added to the Government Code, to
read:
6588.8. (a) This section shall be known and may be cited as
the Water Bill Savings Act.
(b) For purposes of this section, the following terms have the
following meanings:
(1) “Bill neutral” means, based on a customer’s recent billing
history, the total monetary savings achieved by the customer’s
efficiency improvement is projected to be greater than or equal to
the efficiency charge on the customer’s monthly water bill.
(2) “Customer” means a person or entity that purchases water
from a local agency or its publicly owned utility and is billed for
the water by the local agency or its publicly owned utility.
“Customer property” means residential, commercial, industrial, agricultural, or other real property owned, leased, or licensed for occupancy by the customer.

“Efficiency charge” means a charge that is added to the water bill associated with a local agency’s or its publicly owned utility’s water meter at the customer property upon which the water efficiency improvement is located and that is collected in order to pay for an efficiency improvement pursuant to this section.

“Efficiency improvement” means a water efficiency improvement, as defined by the authority. An efficiency improvement shall comply with the lists of eligible projects and project priorities identified in the program guidelines of the CalConserve Water Use Efficiency Revolving Loan Program established pursuant to Division 30 (commencing with Section 81000) of the Water Code. An efficiency improvement shall not include living vegetation.

“Financing costs” means all of the following:

(A) An interest and redemption premium payable on a bond.

(B) The cost of retiring the principal of a bond, whether at maturity, including acceleration of maturity upon an event of default, or upon redemption, including sinking fund redemption.

(C) A cost related to issuing or servicing bonds, including, but not limited to, a servicing fee, trustee fee, legal fee, administrative fee, bond counsel fee, bond placement or underwriting fee, remarketing fee, broker dealer fee, independent manager fee, municipal adviser fee, accounting report fee, engineering report fee, rating agency fee, and payment made under an interest rate swap agreement.

(D) A payment or expense associated with a bond insurance policy, financial guaranty, or a contract, agreement, or other credit enhancement for bonds or a contract, agreement, or other financial agreement entered into in connection with a bond.

(E) The funding of one or more reserve accounts related to a bond.

“Local agency” means a “local government” as defined in subdivision (b) of Section 1 of Article XIII C of the California Constitution.

“Publicly owned utility” means a utility furnishing water service to customers that is owned and operated by a local agency or a department or other subdivision of a local agency and includes
any successor to the powers and functions of a department or other subdivision.

(9) “Servicing agreement” means an agreement between a local agency or its publicly owned utility and the authority for the collection of the efficiency charge, pursuant to which the local agency or its publicly owned utility acts as a servicing agent for purposes of collecting the efficiency charge for the authority.

(c) (1) Notwithstanding any other law, if the requirements of paragraphs (2) and (3) are met, an authority may provide funding for a customer of a local agency or its publicly owned utility to acquire, install, or repair an efficiency improvement on a customer property served by the local agency or its publicly owned utility.

(2) (A) The authority, by resolution, establishes or extends a program to provide funding for a customer of a local agency or its publicly owned utility to acquire, install, or repair an efficiency improvement on a customer property served by the local agency or its publicly owned utility. The resolution shall do all of the following:

(i) State the intent of the authority to operate the program.

(ii) Define the geographical scope of the operation of the program as an area that is limited to only the territories within which retail water service is provided by those local agencies that have expressly requested the authority to provide funding for the local agency’s customers through the program, in accordance with the requirements of paragraph (3).

(iii) Specify the types of efficiency improvements that may be financed by the program.

(iv) Approve a standardized servicing agreement.

(v) Authorize one or more designated officials of the authority to execute and deliver the servicing agreement on behalf of the authority.

(B) The authority acknowledges receipt of the resolution described in subparagraph (C) of paragraph (3).

(C) The authority may determine that all proceedings were valid and in conformity with the requirements of this paragraph and that finding shall be final and conclusive.

(3) The legislative body of the local agency requests the authority to provide funding for its customers through a program established by the authority pursuant to this section by doing all of the following:
(A) The legislative body adopts a resolution declaring its intention to request the authority to establish or extend a program to a customer represented by the legislative body, calling for a public hearing that shall be held at least 30 days later and directing the clerk or secretary of the legislative body to publish a notice of the hearing at least five days before the hearing in a newspaper of general circulation in the boundaries of the local agency. If the local agency wishes to pledge its water enterprise revenue as security for the payment of the principal of, and interest and redemption premium on, bonds issued by the authority in the event that efficiency charges are insufficient for those purposes pursuant to paragraph (5) of subdivision (f), the legislative body shall declare that intention in the resolution.

(B) The legislative body conducts the noticed public hearing and, after considering the testimony of any interested person, concludes that the program and the proposed pledge of water enterprise revenue, if applicable, would provide significant public benefits in accordance with the criteria specified in Section 6586.

(C) The legislative body adopts a resolution that does all of the following:

(i) Authorizes the authority to establish or extend a program pursuant to this section within the boundaries of the local agency.

(ii) Declares that the operation of the program by the authority in the local agency’s geographic boundaries would provide significant public benefits in accordance with the criteria specified in Section 6586.

(iii) Specifies the types of efficiency improvements that may be financed by the program.

(iv) Approves the standardized servicing agreement and authorizes one or more designated officials of the local agency to execute and deliver the servicing agreement with the authority.

(v) If applicable, approves the pledge of water enterprise revenue as security for the payment of the principal of, and interest and redemption premium on, bonds issued by the authority in the event that efficiency charges are insufficient for those purposes.

(vi) If applicable, authorizes execution and delivery of one or more pledge agreements to evidence a pledge.

(vii) In the resolution, the legislative body may determine that all proceedings were valid and in conformity with the requirements of this section and that finding shall be final and conclusive.
(d) (1) A customer shall repay the authority through an efficiency charge on the customer’s water bill that is established and collected by the local agency or its publicly owned utility upon verification that the efficiency improvement has been installed. The duty to pay the efficiency charge shall arise from and be evidenced by a written agreement executed at the time of installation of the efficiency improvement among the customer; the property owner of record, if different than the customer; the authority; and the local agency or its publicly owned utility.

(2) The written agreement shall include all of the following:

(A) An agreement by the customer to pay an efficiency charge for the period and in the amount specified in the agreement unless the efficiency charge is prepaid in the manner set forth in the agreement. The period designated for repayment shall not exceed the estimated useful life of the funded efficiency improvements.

(B) A description of the financial calculation, formula, or other method that the authority used to determine the efficiency charge. The efficiency charge may include a component for reasonable administrative expenses incurred by the local agency or its publicly owned utility and the authority in connection with the program and the funding. A component for reasonable administrative expenses shall be listed separately in the written agreement.

(C) A description of the efficiency improvement funded with the efficiency charge. A determination in the agreement that an improvement is an efficiency improvement shall be final and conclusive.

(D) A representation by the customer that the customer intends to acquire, install, or repair and use the efficiency improvement on the customer’s property for the useful life of the efficiency improvement. Any failure of the efficiency improvement by damage, removal, or other fault of the customer during the useful life of the efficiency improvement shall not affect the customer’s obligation to pay the efficiency charge as set forth in the agreement.

(E) Any failure of the efficiency improvement not involving damage, removal, or other fault of the customer shall result in the efficiency charge being suspended until the efficiency improvement is repaired and returned to service. The authority’s decision on whether to repair and return to service the efficiency improvement shall be final and conclusive.
(F) A demonstration by the authority that the customer’s payment of the efficiency charge will be bill neutral.

(G) When the property is not owner occupied, the written agreement shall provide that the obligation to pay the efficiency charge appear in the terms through which the customer leases or licenses the property for occupancy.

(3) The written agreement shall not be valid unless the authority entering into the written agreement has verified all of the following information:

(A) The customer entering into the agreement is the utility customer at the address and that the customer has permission from the property owner of record, if different from the customer.

(B) The participating customer’s account has been in good standing for the prior 12 months or, if the customer’s occupancy of the site at which the efficiency improvements will be installed is less than 12 months, has been in good standing for the duration of the customer’s occupancy of the site.

(C) The person installing the efficiency improvement has been approved to install efficiency improvements by the authority and the local agency or its publicly owned utility and is in compliance with program requirements established by the authority.

(D) The efficiency improvement included in the agreement comply with program requirements established by the authority, consistent with paragraph (5) of subdivision (b).

(E) The efficiency improvement will generate total utility cost savings that exceed the total cost of the efficiency charge paid by the customer over the duration of the agreement, and will be bill neutral, as defined in paragraph (1) of subdivision (b), for the participating customer.

(4) The timely and complete payment of an efficiency charge by a customer that has agreed to pay an efficiency charge may be a condition of receiving water service from the local agency or its publicly owned utility, and a local agency and its publicly owned utility are authorized to use their established collection policies and all rights and remedies provided by law to enforce payment and collection of the efficiency charge. A person liable for an efficiency charge shall not be entitled or authorized to withhold payment, in whole or in part, of the efficiency charge for any reason. If the property on which the efficiency improvement is located is sold or transferred to a subsequent customer, any portion
of the efficiency charge that is past due and owing at the time of
the sale or transfer shall not transfer to the transferee of the
property.

(5) A customer’s obligation to pay the efficiency charge shall
remain associated with the meter at the customer property on which
the efficiency improvement is located until the efficiency charge
related to the efficiency improvement has been repaid in full or
the efficiency charge has been transferred to a subsequent customer
who receives water service at a property with installed efficiency
measures for the remainder of the obligation. Notwithstanding any
other provision of this section, the efficiency charge shall not
transfer to a subsequent customer, shall not continue to be
associated with the meter at the property, and shall remain an
obligation of the previous customer if the efficiency improvements
were removed or damaged, and not restored to service, by the
previous customer. A local agency or its publicly owned utility
shall record, no later than 10 days after funding an efficiency
improvement, a notice of the efficiency charge in the records of
the county recorder of the county in which the customer’s property
is located. The notice shall include the real property address and
assessor’s parcel number of the meter affected by the efficiency
charge. The notice shall be prominently titled “NOTICE OF
EFFICIENCY CHARGE” in uppercase, 14-point bold type in the
heading, and shall provide contact information for the person or
entity authorized to provide a prompt and accurate written
statement of the outstanding charges and payoff amounts related
to the efficiency charge for which the notice of efficiency charge
was recorded. The recordation of the notice of efficiency charge
shall be considered sufficient notice to a subsequent customer at
a property with installed efficiency measures of the customer’s
obligation to pay the efficiency charge for installed measures.

(6) (A) Within 10 days of full repayment of the outstanding
charges related to the recorded notice of the efficiency charge, the
entity responsible for the collection and servicing of the charge
shall record a notice of the full repayment and removal of the
efficiency charge in the records of the county recorder of the county
in which the customer’s property is located. The notice of the full
repayment and removal of the efficiency charge shall include a
reference to the recorded notice of the efficiency charge.
(B) Within 10 days of a decision by the authority not to repair and return to service a failed efficiency improvement when failure did not involve damage, removal, or other fault of the customer, the entity responsible for the collection and servicing of the charge shall record a notice of removal of the efficiency charge in the records of the county recorder of the county in which the customer’s property is located. The notice of the removal of the efficiency charge shall include a reference to the recorded notice of the efficiency charge.

(7) Because the efficiency charge is a voluntary charge that will be made pursuant to a written agreement among the customer, the property owner of record if this is different than the customer, the authority, and the local agency or its publicly owned utility, the Legislature finds and declares that voluntary efficiency charges under this section are not taxes, assessments, fees, or charges for the purposes of Articles XIII C and XIII D of the California Constitution and therefore the provisions of Articles XIII C and XIII D and Article 4.6 (commencing with Section 53750) of Chapter 4 of Part 1 of Division 2 of Title 5 are not applicable to voluntary efficiency charges levied pursuant to this section.

(e) (1) The authority and a local agency or its publicly owned utility shall enter into a servicing agreement for the collection of one or more efficiency charges and the local agency or its publicly owned utility shall act as a servicing agent for purposes of collecting the efficiency charge.

(2) The authority, local agency, or utility responsible for the collection of the efficiency charges shall ensure that the contact information in the notice of efficiency charge recorded in the records of the county recorder pursuant to this section is accurate so that interested parties may request and promptly receive a written and accurate payoff amount or verification of the outstanding charges associated with the recorded notice of the efficiency charge.

(3) In the event that the servicing agent or entity responsible for the collection of the efficiency charge changes, a new notice of efficiency charge shall be recorded within 10 days.

(4) Any party requesting written payoff or amount verification of outstanding charges from the authority, local agency, or utility identified as the contact on the recorded notice of efficiency charge may rely upon the written payoff amount or verification as being
accurate for 45 days from the receipt of this written information. If the authority, local agency, or utility provides a written amendment to the written payoff amount or verification, any party may rely on the written amendment for 45 days from receipt of the written amendment.

(5) Moneys collected as an efficiency charge by the local agency or its publicly owned utility, acting as a servicing agent on behalf of the authority, shall be held in trust for the exclusive benefit of the persons entitled to the financing costs to be paid, directly or indirectly, from the efficiency charge and shall not lose their character as revenues of the authority because the local agency or its publicly owned utility possesses them.

(6) In the servicing agreement, the local agency or its publicly owned utility shall contract with the authority that the local agency or its publicly owned utility will continue to operate its publicly owned utility system to provide service to its customers, will, as servicer, collect the efficiency charge for the benefit and account of the authority and, if applicable, the beneficiaries of the pledge of the efficiency charge, and will account for and remit these amounts to, or for the account of, the authority.

(7) The servicing agreement shall provide that the obligation to pay the efficiency charge shall remain associated with the meter at the customer property on which the efficiency improvement is located until the authority is fully repaid.

(8) The servicing agreement may specify, consistent with paragraph (4) of subdivision (d), that the timely and complete payment of all efficiency charges by a customer that has agreed to pay an efficiency charge shall be a condition of receiving service from the publicly owned utility, and the local agency or its publicly owned utility shall use its established collection policies and all rights and remedies provided by law to enforce payment and collection of the efficiency charge.

(9) In the servicing agreement, the local agency or its publicly owned utility shall agree that in the event of default by the local agency or its publicly owned utility in payment of revenues arising with respect to the efficiency charge, the authority, upon the application by the beneficiaries of the authority’s pledge described in this section, and without limiting any other remedies available to the beneficiaries by reason of the default, shall order the
(f) (1) The authority may issue one or more bonds for the purpose of providing funds for the acquisition, installation, and repair of an efficiency improvement on customer property pursuant to this section.

(2) An authority issuing a bond shall include in its preliminary notice and final report for the bonds submitted to the California Debt and Investment Advisory Commission pursuant to Section 8855 a statement that the bond is being issued pursuant to this section.

(3) An authority that issues a bond pursuant to this section shall establish a debt service reserve fund for the bond to the extent required by the purchaser of the bond.

(4) (A) The authority may, pursuant to Section 5451, pledge one or more efficiency charges as security for the bonds issued pursuant to this section. Revenue from an efficiency charge shall be deemed special revenue of the authority and shall not constitute revenue of the local agency or its publicly owned utility for any purpose, including, but not limited to, any dedication, commitment, or pledge of revenue, receipts, or other income that the local agency or its publicly owned utility has made or will make for the security of any of its obligations.

(B) The validity and relative priority of a pledge created or authorized under this section is not defeated or adversely affected by the commingling of efficiency charge revenue with other moneys collected by a local agency or its publicly owned utility.

(5) A local agency may pledge water enterprise revenue as security for the payment of the principal of, and interest and redemption premium on, bonds issued by the authority if efficiency charges are insufficient for that purpose, and may execute one or more pledge agreements pursuant to Section 5451 for the benefit of the authority or for the exclusive benefit of the persons entitled to the financing costs to be paid from the efficiency charges.

(6) A local agency that pledges water enterprise revenues as security for the payment of the principal of, and interest and redemption premium on, a bond issued by the authority shall establish a debt service reserve fund for the bond to the extent required by the purchaser of the bond.
(g) If a local agency for which bonds have been issued and remain outstanding ceases to operate a water utility, either directly or through its publicly owned utility, references in this section to the local agency or to its publicly owned utility shall be deemed to refer to the entity providing water utility services in lieu of the local agency and that entity shall assume and perform all obligations of the local agency or its publicly owned utility required by this section and the servicing agreement with the authority while the bonds remain outstanding.

(h) If the local agency, its publicly owned utility, and the authority have complied with the procedures set forth in this section, they shall not be required to comply with Section 6586.5.

(i) An authority administering an efficiency improvement financing program shall compile and publicly post an annual report that includes all of the following:

1. The number of written agreements entered into.
2. The estimated and average water efficiency savings achieved.
3. The amount of upfront financing provided by the authority.
4. The amount of revenue collected by the authority.
5. A copy of the authority’s report submitted to the California Debt and Investment Advisory Commission pursuant to Section 8855.
6. A copy or summary of the authority’s process for accepting complaints about the program from customers and local agencies or their publicly owned utilities.
7. A copy or summary of the authority’s practices and procedures for overseeing contractors’ performance and the marketing of the program.
March 13, 2017

Senator Mike McGuire  
State Capitol  
1303 10th Street, Room 5064  
Sacramento, CA 95814  

RE: Support for SB 564 - Water Bill Savings Act  

Dear Senator McGuire:  

On behalf of the Sonoma County Regional Climate Protection Authority (RCPA), I am writing to express our support for the Water Bill Savings Act (SB 564 McGuire).

The RCPA works on behalf of all of Sonoma County to reduce greenhouse gas emissions and prepare for climate impacts. In this role, we work with the Town of Windsor and the Bay Area Regional Energy Network to test and grow an important model for resource efficiency called Pay As You Save (PAYS).

PAYS allows customers to receive efficiency measures at no up-front cost and pay for these measures out of their bill savings. Financing is an essential strategy to generate wide-spread participation in programs to reduce resource waste, greenhouse gas emissions, and the cost of utility service. We believe that everyone – renters and low income residents – should be able to benefit from efficiency. We also believe that widespread water efficiency is necessary to prepare our communities for the ongoing and future drought pressures forecast for the State.

Your proposal to allow pooled bond finance for customer resource efficiency extends customary local government levers available for water projects to efficiency, an essential water resource. The ability to repay these bonds with customer efficiency charges enables those receiving the benefit of reduced bills to pay for efficiency, and create benefits to the water system at scale. Moreover, your proposal is an appropriate response to the Governor’s Executive Order (B-37-16) to make Water Conservation a Way of Life, and to “transition to permanent, long-term improvements in water use efficiency.”

The Water Bill Savings Act will allow for a regionally efficient, financially sustainable model to achieve water efficiency at a large scale. Thank you for your leadership on this critically important issue.

Sincerely,

 Supervisor David Rabbitt, Chair  
SCTA/RCPA
Staff Report

To:       RCPA Board of Directors
From:    Lauren Casey, Director of Climate Programs
Item:    4.3.3 – RCPA Activities Report
Date:   March 27, 2016

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Issue:
Information only.

Background:

Planning and Coordination

*Climate Action 2020*

The RCPA is working to resolve litigation regarding adoption of the *Climate Action 2020 and Beyond Plan* and certification of the Final Environmental Impact Report.

*RCPA Coordination Committee*

The February meeting of the RCPA Coordination Committee was focused on emergent policies to support growth in electric vehicles. RCPA staff shared examples from research conducted for the *Shift Sonoma County* planning project and solicited input and questions from committee members regarding electric vehicle readiness and supportive policies.

There will be further discussion of the findings shared at the RCPA CC with the Local Government Electric Vehicle Partnership, to be reconvened for the first time in 2017 in March.

The March meeting of the RCPA CC featured a presentation on Zero Net Energy (ZNE) by Ralph DiNola, Chief Executive Officer for the New Buildings Institute (NBI). Mr. DiNola presented on local government strategies for ZNE and the planning process including evaluating and prioritizing projects, planning charrettes, and funding. He also shared resources available to local governments such as a ZNE Planning Workbook and Sample ZNE Plan, ZNE Communications Toolkit, Case Studies, and Fact Sheets.

Implementation

*Bay Area Regional Energy Network*

In February 2016, BayREN released the Codes and Standards Program annual report, which featured highlights of BayREN’s work in the previous year. Key outcomes from 2016 summarized in the report include:

- **Over-the-counter Permit Guides** – Customization and distribution of over-the-counter permit guides to eight jurisdictions, including the City of Sonoma
- **Electronic Permit Guides** - Initiation of an electronic permit guide to help building department staff and permit applicants understand Energy Code.

- **Zero Net Energy (ZNE) Assistance** - Development and implementation of a “ZNE Assistance for Municipal Buildings” program in five jurisdictions.

- **Template ZNE Document Language** - Development of Request for Proposal (RFP) and Owner’s Project Requirements (OPR) template language to assist local governments procure new Zero Net Energy (ZNE) performing municipal and commercial buildings.

- **Energy Code Compliance Tools** - Regional expansion of an Outcome Based Energy Reach Code and Zero Energy Performance Index (ZEPI) tool kit to aid energy budget target setting, enable local outcome based energy reach codes for new construction, and use building energy benchmarking as a verification tool.

RCPA staff support the Codes and Standards program by bringing trainings and resources like those listed above to local building departments and building professionals, through participation in the Redwood Empire Association of Code Officers and direct collaboration with local jurisdictions.

The first 2017 BayREN Codes and Standards Forum will be held the last week of March on the topic of Electrification, electrifying heating appliances in residential applications.

The Codes Program is currently soliciting interest from governments in receiving support for ZNE projects in municipal buildings. Directors are encouraged to notify Carolyn Glanton if their jurisdiction is interested in municipal Zero Net Energy projects.

**Drive EverGreen**

Sonoma Clean Power is still offering free smart residential charger stations (customers pay for tax and shipping) to encourage more residential charging that could be ready for a demand response program. The RCPA and SCTA continue to promote these free chargers and coordinate with SCP on the ongoing development of the Drive EverGreen program.

The RCPA and SCTA are also working with SCP to monitor and guide the investments that PG&E is proposing to make in EV charging infrastructure in its territory. Staff are working with planning staff from all local jurisdictions to assemble a list of new development projects that may be high priority charging locations based on the infrastructure siting framework developed through Shift (below). Installing charging during the construction of potential workplace, multifamily, or commercial opportunity charging can significantly lower the costs compared to retrofitting existing buildings and parking lots.

**Shift Sonoma County**

Staff continued to work with Nelson Nygaard and ICF (see item 3.8) to review draft implementation tools, while simultaneously working on the full draft Shift Sonoma County: Low Carbon Transportation Action Plan. Draft documents and implementation tools will be reviewed for accuracy by the Local Government EV Partnership, the Planning Advisory Committee, and RCPA Coordination Committee before being brought to the Board.

**Funding**

*Strategic Growth Council Best Practices Pilots Grant*

The RCPA submitted a proposal to an SGC solicitation intended to support best practices in the implementation of plans that advance the State’s planning priorities. The RCPA proposed a scope focused on
regional implementation of the Climate Action 2020 and Beyond Plan, and stakeholder engagement to evaluate the effectiveness of the regional approach. If selected, staff would work with the SGC to develop a case study on the RCPA’s work.

National Oceanic and Atmospheric Administration (NOAA) Coastal Resilience Grants

The Coastal Resilience Program is intended to improve the capacity of coastal communities to plan for and adapt to extreme weather events and climate related hazards. The Sonoma County Resilience Team (the name given to the existing partnership between the RCPA, the Sonoma County Water Agency, and the North Bay Climate Adaptation Initiative) believes this Funding Opportunity could provide for staff capacity and community engagement on resilience, science translation, and decision support. The RCPA developed a proposal that would enable greater collaboration, education about climate risks, and decision support services for people trying to integrate climate risks into projects and plans. The RCPA submitted as the lead for the grant application and will coordinate efforts across the members of the SCRT if selected.

Policy and Legislation

Water Bill Savings Act (SB 564 – McGuire)

The RCPA worked with Senator McGuire to reintroduce the Water Bill Savings Act, developed during the 2016 legislative session to address a financing gap for water utility efficiency programs. See item 4.3.1.

Other Climate Related Policy Efforts

Staff will bring a handout of bills introduced that relate to the RCPA legislative platform to the March meeting.

Outreach, Advocacy, and Education

Bay Area Electric Vehicle Coordinating Council

Staff attended the quarterly meeting of the Bay Area EVCC on Wednesday, February 22 in San Francisco. This recurring meeting features presentations from many types of EV stakeholders including government, utilities, charging providers, and others. This month presentations were given on:

- **Status of EV use in the Bay Area:** The regional goal is to have 110,000 EVs on the road by 2020; there were already 87,000 on the road at the end of 2016, ahead of the pace needed for the near term goal. However the level of publically accessible level 2 or DC fast charging available has not kept pace with vehicle ownership, indicating that significantly more infrastructure is needed.

- **Local Government Examples of Reach Code for EVs:** The City of Palo Alto, the City of Freemont, and Contra Costa County each presented on policies adopted in their communities to require higher rates of EV ready parking in residential housing than what is required in the California Building Code. Staff are assembling these examples for the Shift policy toolkit.

- **PG&E’s EV Charge Network Program:** PG&E has announced details about their EV charging station program in which the utility will install charging stations and pay for all or most installation costs, depending on which of two ownership models the site hosts opts for. The program is available to any PG&E distribution customer therefore Sonoma Clean Power customers appear to be eligible. They are not yet accepting applications but are soliciting interest at www.pge.com/evcharge accepting RCPA staff are attending a more in depth stakeholder meeting at PG&E on March 15.

- **BAAQMD’s Charge! Program:** The Bay Area Air Quality Management District presented on the Charge! Program, an incentive program that offers grant funding to help offset a portion of the cost of purchasing, installing, and operating new publicly available charging stations at qualifying facilities
within the Air District’s jurisdiction. Both public and private entities are eligible to apply. For 2017, $5 million is allocated to this program, and awards are made on a first-come, first-served basis. For a full list of eligibility requirements, please see the Charge! Program Application Guidance located at [www.baaqmd.gov/charge](http://www.baaqmd.gov/charge). RCPA and SCTA staff are available to support member applications.

*Berkeley Energy and Resources Collaborative 2017 Energy Summit*

Staff attended the annual energy conference held by the Berkeley Energy and Resources Collaborative, to hear insights from researchers on several topics relevant to the RCPA including: energy policy under the Trump administration, green jobs and equity, and autonomous vehicles. Highlights of the discussion included:

- Recent data overwhelmingly suggest that we are well on the way in the inevitable transition to a clean energy economy, as jobs in solar energy outnumber jobs at Google, Facebook, and Apple combined. Renewable energy commitments among major corporations continue to accelerate (22 Fortune 500 companies have established a 100% renewable goal, including Walmart).

- Policy outside of DC – in State and Local Government, in other nations, and in corporations has tremendous influence on clean energy outcomes

- Equity in the transition to the clean energy economy is fraught with the same challenges of any blue collar industry in which there is a mix in job quality.

- Autonomous vehicles are going revolutionize transportation, so industry and government must collaborate, but one expert warned not to get so carried away by technology that we don’t continue to invest in what’s working now, such as high capacity fixed route transit like subways and bus rapid transit.

**Policy Impacts:**

None.

**Fiscal Impacts:**

None.

**Staff Recommendation:**

Information only.
Citizens Advisory Committee
MEETING AGENDA

February 27, 2017 at 4:00 p.m.
Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM
1. Introductions
2. Public Comment
3. Administrative - Approval of Notes January 30, 2017* - ACTION
4. Measure M – DISCUSSION/ACTION
   a. Measure M Projects, Sonoma Schellville Bike Trail presentation by Sonoma County Regional Parks and Petaluma River Trail, presentation by City of Petaluma
   b. Measure M Financial Reports*
   c. Measure M Bond Disclosure Reports*
5. Legislation - State Constitution Amendment 6 Weiner – Amendment to set approval threshold for local revenue measures dedicated to transportation projects to be the same as the threshold for school facilities funding measures (55%)*
6. Highway Updates
7. Announcements
8. Adjourn
   *Materials attached.

The next SCTA meeting will be held March 13, 2017
The next CAC meeting will be held March 27, 2017

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.

SB 343 DOCUMENTS RELATED TO OPEN SESSION AGENDAS: Materials related to an item on this agenda submitted to the Citizens Advisory Committee after distribution of the agenda packet are available for public inspection in the Sonoma County Transportation Authority 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.
Technical Advisory Committee

MEETING AGENDA
SCTA Headquarters Office

February 23, 2017 – 1:30 p.m.
Sonoma County Transportation Authority
Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM
1. Introductions
2. Public Comment
3. Approval of Minutes, January 26, 2016*
4. TFCA/TDA3 Call for Projects DISCUSSION / ACTION
5. Measure M DISCUSSION
   5.1. Measure M Invoicing Status*
6. Regional Information Update DISCUSSION
   6.1. Fund Management System (FMS) and Single Point of Contact (SPOC) Primer
   MTC Staff will present information on how to use FMS, deadlines for submitting projects to the Transportation Improvement Program, and major responsibilities of the SPOC.
7. SB 743 Information Update DISCUSSION
8. Project Initiation Documents List Status Update – DISCUSSION / ACTION
9. Rail Update DISCUSSION
10. Draft SCTA Board Meeting Agenda for March 13, 2017 DISCUSSION*
11. Other Business / Comments / Announcements DISCUSSION
12. Adjourn ACTION
*Materials attached.

The next SCTA meeting will be held February 6th, 2017
The next TAC meeting will be held February 23, 2017

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TAC Voting member attendance – (6 Month rolling 2016)

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NB: March, August, September and November meetings were cancelled. The standing November meeting conflicted with the Thanksgiving Holiday.
Planning Advisory Committee

MEETING AGENDA

February 16, 2017 – 9:00 a.m. NEW TIME

Refreshments will be served

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Administrative
   3.1. Approval of the agenda – changes, additional discussion items- ACTION
   3.2. Review Meeting Notes from December 16, 2016* – ACTION
4. ABAG Annual residential building permit data request and housing policy survey – presented by ABAG staff
5. Round table members discussion
6. Complete Streets Checklist for Proposed One Bay Area Grant Cycle 2 (OBAG2) Projects*
7. Climate Action 2020 update*
8. State policy update SB 743– Although OPR has not released the final SB743 guidance, Caltrans HQ has directed district staff to be more conservative in their comments related to VMT impacts for local project EIRs
9. Other Business /Next agenda
10. Adjourn
   *Attachment

The next S C T A meeting will be held March 13, 2017
The next PAC meeting will be held March 16, 2017

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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.
TO REDUCE GHG EMISSIONS: Please consider carpooling or taking transit to this meeting. For more information check www.511.org, www.srcity.org/citybus, www.sctransit.com or https://carmacarpool.com/sfbay
Planning Advisory Committee

MEETING AGENDA

March 16, 2017 – 9:00 a.m.

Refreshments will be served

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Public Comment
3. Administrative
   3.1. Approval of the agenda – changes, additional discussion items- ACTION
   3.2. Review Meeting Notes from February 16, 2017* – ACTION
4. State policy update SB 743 presentation by Fehr and Peers - INFORMATION
5. Round table members discussion
6. Items of interest INFORMATION
   6.1. Affordable Housing and Sustainable Communities Program, Round 3 grant opportunity*
   6.2. Vital Signs presentation for SCTA meeting*
7. Climate Action 2020 update – no updates at present
8. Other Business /Next agenda
9. Adjourn

*Attachment

The next SCTA meeting will be held March 27, 2017
The next PAC meeting will be held April 20, 2017

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Transit Paratransit Coordinating Committee

MEETING AGENDA

March 21, 2017 – 1:30 p.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
   1.1. Please share a few sentences about yourself and what you hope to get out of this Committee

2. Approval of Meeting Notes: January 17, 2017 - DISCUSSION / ACTION*

3. Roundtable Updates
   3.1. Transit / Paratransit Operators
   3.2. Mobility Partners

4. Coordinated Claim for Transit Funding FY 18 – DISCUSSION / ACTION*

5. Paratransit passenger survey concept – Discussion

6. Regional PCC Meeting Debrief – Discussion

7. Public Comment

8. Other Business / Comments / Announcements

9. Adjourn - ACTION
   *Materials attached
   **Materials to be handed out

The next SCTA/RCPA meeting will be held March 27, 2017
The next TPCC meeting will be held May 16, 2017

Copies of the full Agenda Packet are available at www.scta.ca.gov.

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Transit – Technical Advisory Committee

MEETING AGENDA

February 8, 2017 – 10:00 a.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions

2. Approval of Meeting Notes: January 11, 2017 – ACTION*

3. Measure M Reauthorization, Transit Priorities – Discussion

4. TFCA Call for Projects – Discussion*

5. Transit Operator Updates

6. Clipper Update, if available – Discussion

7. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion

8. Other Business / Comments / Announcements

9. Adjourn - ACTION

*MATERIALS ATTACHED

**MATERIALS TO BE HANDED OUT

The next SCTA/RCPA meeting will be held March 13, 2017
The next T-TAC meeting will be held March 8, 2017

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Transit – Technical Advisory Committee

MEETING AGENDA

March 8, 2017 – 10:00 a.m.

Sonoma County Transportation Authority
SCTA Large Conference Room
490 Mendocino Avenue, Suite 206
Santa Rosa, California 95401

ITEM

1. Introductions
2. Approval of Meeting Notes: February 8, 2017 – ACTION*
3. Transit Operator Updates
4. Clipper Update, if available – Discussion
5. Technology Update (real-time information, AVL, passenger counters, fare apps, etc.) – Discussion
6. Coordinated Claim FY18, Revised – DISCUSSION/ACTION*
7. Paratransit one-seat ride concept - Discussion
8. SRTP / SMART Coordination, Schedule for Presentations per revised SCTA Board meeting dates – Discussion
9. Other Business / Comments / Announcements
10. Adjourn - ACTION

*Materials attached
**Materials to be handed out

The next SCTA/RCPA meeting will be held March 27, 2017
The next T-TAC meeting will be held April 12, 2017

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